



ORIGINAL

Contract Number

13-604 A2

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
 Contractor	 1094 South E Street, LLC a California Limited Liability Corporation
Contractor Representative	Jason Tolleson, Principal Member
Telephone Number	(818) 396-8868
Contract Term	25 Years (4/29/14 – 4/28/39)
Original Contract Amount	\$11,501,280.00
Amendment Amount	\$30,708,223.29
Total Contract Amount	\$42,209,503.29
Cost Center	5015011000
GRC/PROJ/JOB No.	5700 3112

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and 1094 South E Street, LLC a California Limited Liability Corporation ("LANDLORD"), as landlord, have previously entered into Lease Agreement, Contract No. 13-604, entered into on July 23, 2013, amended by the First Amendment dated June 3, 2014, (collectively, the "Lease"), wherein LANDLORD leases certain premises to the COUNTY, as more specifically set forth in the Lease, which Lease expires on April 28, 2024; and

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to extend the term by mutual agreement for the 15-year period of April 29, 2024, through April 28, 2039 (with the two existing five-year extension options remaining available pursuant to Paragraph 6 of the Lease), provide for tenant improvements to be performed by LANDLORD with the costs to be amortized over the period from November 1, 2024 through April 28, 2039, commence rent payments as of November 1, 2024 for the approximately 6,454 square feet of area within the Premises that was originally provided at no additional cost to the COUNTY ("Original Rent-Free Area"), increasing the basis of the rent payment from the original payable area of approximately 42,000 square feet ("Original Payable Area") to the entire Premises of approximately 48,454 square feet, add landlord provided security costs, adjust the rent rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment ("Second Amendment").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree that the Lease is amended as follows:

1. Effective April 29, 2024, DELETE in its entirety the existing **Paragraph 2., PREMISES LEASED**, and **EXHIBIT "A" PREMISES SPECIFICATIONS**, and SUBSTITUTE therefore a new **Paragraph 2., PREMISES LEASED**, which shall read as follows, and a new **EXHIBIT "A" PREMISES SPECIFICATIONS**, which is attached to this Second Amendment and incorporated herein by reference:

"2. **PREMISES LEASED:** LANDLORD leases to COUNTY and COUNTY leases from LANDLORD a total of approximately 48,454 square feet of building, real property, and other improvements, with two hundred and eighty-four (284) parking spaces, consisting of fifty-four (54) secured parking spaces and two hundred and thirty (230) unassigned and handicapped parking spaces, located at 1094 South E Street, San Bernardino, CA 92408-1913 ("Premises"), as described in Exhibit "A", Premises Specifications (attached to this Second Amendment) and Exhibit "F", Site Plan and Elevations (attached to the original Lease).

2. Effective February 27, 2024, DELETE in its entirety the existing **Paragraph 3.A, TERM**, and SUBSTITUTE therefore a new **Paragraph 3.A, TERM**, which shall read as follows:

"3. **TERM:**

A. The term of the Lease shall be extended from the Initial Term of April 29, 2014 through April 28, 2024 for an additional (15) fifteen-years from April 29, 2024 through April 28, 2039 (the "First Extended Term"). The Initial Term and the First Extended shall collectively be referred to as the Lease Term.

3. Effective April 29, 2024, DELETE in its entirety the existing **Paragraph 4.A, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.A, RENT**:

"4. **RENT:**

A. COUNTY shall pay to LANDLORD the Total Monthly Rent, as more specifically set forth below, in arrears on or before the last day of each calendar month, commencing as of April 29, 2024, and continuing during the remainder of the First Extended Term, but subject to any deductions, offsets, and adjustments that are permitted under the Lease. The Total Monthly Rent amounts are as follows:

<u>Lease Year</u>	<u>Monthly Rent (Based on approx. 42,000 sq ft)</u>	<u>Monthly Exterior Safety Features Cost</u>	<u>Monthly Mezzanine Improvement Amortization Cost</u>	<u>Total Monthly Rent</u>
April 29, 2024 – April 30, 2024	\$7,280.00	\$840.00	\$0.00	\$8,120.00
May 1, 2024 – October 31, 2024	\$98,700.00	\$12,600.00	\$0.00	\$111,300.00

<u>Lease Year</u>	<u>Monthly Rent (Based on approx. 48,454 sq ft)</u>	<u>Monthly Exterior Safety Features Cost</u>	<u>Monthly Mezzanine Improvement Amortization Cost</u>	<u>Total Monthly Rent</u>
November 1, 2024 – March 31, 2025	\$113,866.90	\$14,536.20	\$15,989.82	\$144,392.92
April 1, 2025 – April 28, 2025	\$106,275.77	\$13,567.12	\$14,923.83	\$134,766.73
April 29, 2025 – April 28, 2026	\$117,282.91	\$14,536.20	\$15,989.82	\$147,808.93
April 29, 2026 – April 28, 2027	\$120,801.39	\$14,536.20	\$15,989.82	\$151,327.41

April 29, 2027 – April 28, 2028	\$124,425.44	\$14,536.20	\$15,989.82	\$154,951.46
April 29, 2028 – April 28, 2029	\$128,158.20	\$14,536.20	\$15,989.82	\$158,684.22
April 29, 2029 – April 28, 2030	\$132,002.95	\$14,536.20	\$15,989.82	\$162,528.97
April 29, 2030 – April 28, 2031	\$135,963.03	\$14,536.20	\$15,989.82	\$166,489.05
April 29, 2031 – April 28, 2032	\$140,041.92	\$14,536.20	\$15,989.82	\$170,567.94
April 29, 2032 – April 28, 2033	\$144,243.18	\$14,536.20	\$15,989.82	\$174,769.20
April 29, 2033 – April 28, 2034	\$148,570.48	\$14,536.20	\$15,989.82	\$179,096.50
April 29, 2034 – April 28, 2035	\$153,027.59	\$14,536.20	\$15,989.82	\$183,553.61
April 29, 2035 – April 28, 2036	\$157,618.42	\$14,536.20	\$15,989.82	\$188,144.44
April 29, 2036 – April 28, 2037	\$162,346.97	\$14,536.20	\$15,989.82	\$192,872.99
April 29, 2037 – April 28, 2038	\$167,217.38	\$14,536.20	\$15,989.82	\$197,743.40
April 29, 2038 – April 28, 2039	\$172,233.90	\$14,536.20	\$15,989.82	\$202,759.92

4. Effective February 27, 2024, DELETE in its entirety the existing **Paragraph 13., MAINTENANCE**, and **EXHIBIT “B” LICENSED JANITORIAL AND MAINTENANCE CONTRACTOR SERVICES**, and SUBSTITUTE therefore a new **Paragraph 13., MAINTENANCE AND REPAIR**, which shall read as follows, and a new **EXHIBIT “B” LICENSED JANITORIAL AND MAINTENANCE, SERVICES**, which is attached to this Second Amendment and incorporated herein by reference:

“13. MAINTENANCE AND REPAIR:

A. LANDLORD represents and warrants to COUNTY that as of the Commencement Date of the Initial Term and the First Extended Term, the Premises, including but not limited to the building, the grounds, all structural elements, the building systems, and other improvements thereon are in good working order, condition, and repair and water-tight. During the Lease Term, including any extensions thereof, LANDLORD shall, at its sole cost and expense except as provided in subparagraph 13(F), 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:

(1) All structural and other elements of the Premises, inclusive of the building, the grounds, and all components thereto and regardless of where situated on the Premises, 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,

(2) All systems of the Premises, inclusive of the building, the grounds, and all components thereto and regardless of where situated on the Premises, 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

(3) All heating, ventilation and air conditioning (“HVAC”) systems of the Premises, inclusive of the building, grounds, and all components thereto and regardless of where situated on the Premises, including but not limited to HVAC maintenance shall include, but is not limited to, providing certified air balance and maintenance service (with a copy of the certificate to be delivered to COUNTY on the Commencement Date of Lease Term and on each third anniversary of the Commencement Date of the Lease Term during the Lease Term) and replacing all filters on a quarterly basis; and

(4) All life-safety systems of the Premises, inclusive of the building, grounds, and all components thereto and regardless of where situated on the Premises, including, but not limited to, fire suppression; fire sprinklers; fire alarms; fire extinguishers; and exit signage; and

(5) All grounds of the Premises, 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; landscaping maintenance shall include, but is not limited to grass, trees, shrubbery, and flora, which shall be kept in a green condition; and

(6) Interior non-structural elements of the Premises, inclusive of the building, the grounds, and all components thereto and regardless of where situated on the Premises, 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;

(7) Custodial, janitorial, pest control services for the Premises, inclusive of the building and the grounds, (in accordance with Exhibit "B", attached hereto and incorporated herein by reference), including, but not limited to, due to vandalism, provided but Landlord's obligations pursuant to this subparagraph 13(A)(7) shall exclude the elimination of infestations caused by the actions of COUNTY, its agents, or its employees; and

(8) The parties hereby acknowledge and agree that, pursuant to Paragraph 13.A(8) of the original Lease, the COUNTY elected during the Initial Term to have LANDLORD, at its sole cost and expense, replace the carpet throughout the facility, meeting the same criteria in Exhibit A; however, the parties agree that such recarpeting work, which will be coordinated between the parties, will occur promptly after LANDLORD's completion of the Mezzanine Improvements. COUNTY will be responsible, at its sole expense for removing all furniture, fixtures and equipment necessary for the recarpeting work, and upon notice from LANDLORD that recarpeting work is complete in all or an agreed upon portion of the Premises, COUNTY may then re-set, replace or reinstall its furniture, fixtures and equipment at its sole expense. In addition to the foregoing, at any time on or after the seventh (7th) anniversary of the commencement date of the First Extended Term, and the beginning of every seventh (7th) year thereafter, at COUNTY's election, in its reasonable discretion, LANDLORD shall either: (i) replace, at LANDLORD's sole cost and expense, the carpet throughout the entire Premises, meeting the same criteria as specified in Exhibit "A", Premises Specifications, within sixty (60) days after COUNTY's election; or (ii) provide COUNTY with credit against the Monthly Rent ("Rent Credit") in the amount determined in accordance with this paragraph. In the event COUNTY opts to receive Rent 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 Rent 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 with the timeframe stated in this paragraph, COUNTY shall have the right to obtain such bids, present said bids to LANDLORD to substantiate the total Rent 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. COUNTY shall have the recurring right to elect the replacement of the carpet throughout the entire Premises or Rent Credit pursuant to this paragraph during the Lease Term, provided that at least seven (7) years has elapsed since the date of COUNTY's immediately preceding election.

(9) The parties hereby acknowledge and agree that, pursuant to Paragraph 13.A(9) of the original Lease, the COUNTY elected during the Initial Term to have LANDLORD,

at its sole cost and expense, repaint the interior of the facility, meeting the same criteria in Exhibit A; however, the parties agree that such repainting work, which will be coordinated between the parties, will occur promptly after LANDLORD's completion of the Mezzanine Improvements. COUNTY will be responsible, at its sole expense for removing all furniture, fixtures, wall hangings, artwork and equipment as necessary for the repainting, and upon notice from LANDLORD that repainting is complete in all or an agreed upon portion of the Premises, COUNTY may then re-set, replace or reinstall its furniture, fixtures, wall hangings, artwork and equipment at its sole expense. In addition to the foregoing, at any time on or after the third (3rd) anniversary of the commencement date of the First Extended Term, and at the beginning of every third (3rd) year thereafter, at COUNTY's election, in its reasonable discretion, LANDLORD shall either: (i) repaint, at LANDLORD's sole cost, the entire interior of the Premises, meeting the same criteria as specified in Exhibit "A", Premises Specifications, within sixty (60) days after COUNTY's election; or (ii) provide COUNTY with Rent Credit in the amount determined in accordance with this paragraph. In the event COUNTY opts to receive Rent 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 Rent 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 with the timeframe stated in this paragraph, COUNTY shall have the right to obtain such bids, present said bids to LANDLORD to substantiate the total Rent 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. COUNTY shall have the recurring right to elect repainting of the entire interior of the Premises or Rent Credit pursuant to this paragraph during the Lease Term, provided that at least three (3) years has elapsed since the date of COUNTY's immediately preceding election.

B. LANDLORD shall engage licensed and bonded contractors to perform LANDLORD's maintenance and custodial obligations in the Lease, which services shall be performed in a good and workmanlike manner. With respect to the Premises, LANDLORD's maintenance and custodial obligations shall be performed at times during COUNTY's regular business hours that are approved 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 so long as it is followed up with an email from such individual or individuals as COUNTY may designate by written notice to Landlord. If: (i) COUNTY requests maintenance in accordance with this subparagraph C, 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 sole negligence or willful misconduct of LANDLORD or its employees, contractors, and agents in connection with the maintenance, repair, or replacement by LANDLORD or its employees, contractors, and agents or if LANDLORD fails to fulfill its obligations under the Lease that causes, as determined by COUNTY in its reasonable 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, and such inaccessibility or usability persists more than two business days after COUNTY's written notice to LANDLORD, Monthly Rent and other sums due under the Lease shall be abated to the extent of such loss of usability 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.

E. COUNTY acknowledges that the Premises are managed on behalf of LANDLORD by its affiliated entity, SERRANO ASSET MANAGEMENT, INC. At COUNTY's election, in its reasonable discretion, LANDLORD, shall, at LANDLORD's sole cost and expense, hire a different licensed, bonded, and qualified property management company to manage the Premises and perform LANDLORD'S maintenance and custodial 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, inclusive of the building and the grounds, at least every other week to ensure compliance with LANDLORD'S maintenance obligations and daily to ensure compliance with LANDLORD'S custodial obligations. COUNTY reserves the right to review the selection of the property management company and to review the engagement agreement.

F. Notwithstanding anything to the contrary in this Paragraph 17, in the event that any maintenance and repairs pursuant to this Paragraph 17, MAINTENANCE AND REPAIRS are required due to an event that: (i) occurred during the COUNTY's normal business hours at the Premises (excluding COUNTY closures and holidays); (ii) occurred entirely within the interior of the Premises; and (iii) was caused by the intentional misconduct of COUNTY's employees, agents, contractors, or invitees (collectively, a "Reimbursable Maintenance Event"), LANDLORD shall, no later than thirty (30) days after the occurrence of such event (but sooner in the event of an emergency) and prior to incurring any costs, deliver written notice to the COUNTY of the occurrence of a Reimbursable Maintenance Event, which notice shall include evidence substantiating that all elements of a Reimbursable Maintenance Event have occurred ("Notice of Reimbursable Maintenance Event"). If LANDLORD timely submits its Notice of Reimbursable Maintenance Event and COUNTY verifies that a Reimbursable Maintenance Event has occurred, LANDLORD and COUNTY shall mutually agree in writing on the scope of work, the costs, and the schedule, including any changes thereto, to complete any necessary maintenance and repairs. Thereafter, the LANDLORD shall promptly perform the agreed maintenance and repair work, and upon final completion of said work to the COUNTY's satisfaction, LANDLORD shall submit a copy of all invoices, receipts, and any other supporting documentation requested by COUNTY for said work and the COUNTY shall reimburse LANDLORD for the agreed costs incurred by LANDLORD for such work, provided that in no event shall the COUNTY's obligation to reimburse the LANDLORD exceed a total of Twenty Five Thousand Dollars (\$25,000.00) per verified Reimbursable Maintenance Event ("Reimbursement Cap"). For avoidance of doubt regarding the Reimbursement Cap, a Reimbursable Maintenance Event shall include any occurrence or series of occurrences of maintenance and repair work, whenever performed, that arise out of or relate to the same, original verified Reimbursable Maintenance Event. If the LANDLORD does not timely submit its Notice of Reimbursable Maintenance Event and/or the COUNTY determines that a Reimbursable Maintenance Event has not occurred, LANDLORD

shall promptly perform and complete the required maintenance and repairs at LANDLORD's sole cost and expense as part of LANDLORD's obligations under the Lease and without any reimbursement from the COUNTY. The parties acknowledge and agree that the COUNTY's determinations herein, including but not limited to, the verification of a Reimbursable Maintenance Event, the COUNTY's satisfaction with any completed work, and the limitation of the Reimbursement Cap shall be at the COUNTY's reasonable discretion. The parties further acknowledge and agree that the COUNTY shall not be deemed to be in default of the Lease during the period of time that COUNTY performs said determinations and/or processes any reimbursement payments for a verified Reimbursable Maintenance Event. The County's Director of Real Estate Services shall have the authority, on behalf of the COUNTY, to make determinations and exercise the COUNTY's rights herein.

G. Exhibit A shall not be construed as requiring Landlord to improve any existing portion of the Premise to the standards set forth in Exhibit A except as expressly specified in Paragraphs 13(A)(8), 13(A)(9) or 41.

5. Effective April 29, 2024, DELETE in its entirety the existing **Paragraph 40, COUNTY'S RIGHT TO TERMINATE LEASE**, and SUBSTITUTE therefore the following as a new **Paragraph 40, COUNTY'S RIGHT TO TERMINATE LEASE**:

"40. **COUNTY'S RIGHT TO TERMINATE LEASE**: COUNTY shall have the right to terminate this Lease effective at any time on or after April 28, 2033, whenever COUNTY, in its sole discretion, determines it would be in COUNTY's best interests to terminate this Lease. The Director of the Real Estate Services Department (RESA) shall have the authority on behalf of COUNTY to give LANDLORD notice of any termination pursuant to this paragraph at least one hundred eighty (180) days prior to the effective termination date. LANDLORD shall only have the right to receive from COUNTY the Monthly Rent or other sums due which will have been earned under the Lease for the Premises or portion thereof through the effective termination date, plus the total of all remaining monthly payments specified in Paragraph 4(a) of the Lease for Monthly Exterior Safety Features Cost and Monthly Mezzanine Improvement Amortization Cost through the expiration of the existing term, and for no other amounts."

6. Effective February 27, 2024, DELETE in its entirety the existing **Paragraph 41., LANDLORD IMPROVEMENTS** and SUBSTITUTE therefore a new **Paragraph 41., LANDLORD IMPROVEMENTS**, to read as follows, and ADD a new **Exhibit "G", Additional Terms for Improvements**, and a new **Exhibit "H" Prevailing Wage Requirements**, each of which is attached to this Second Amendment and incorporated herein by reference:

"41. **LANDLORD IMPROVEMENTS**:

A. LANDLORD, at its cost but subject to reimbursement through the Mezzanine Improvement Amortization Cost in Paragraph 4.A, agrees to make the improvements to the affected portions of the Premises as set forth in this Paragraph 41, Exhibit "A", Premises Specifications, and Exhibit "G", Additional Terms for Improvements (collectively, the "Improvements").

B. LANDLORD understands and agrees that from the time that this agreement is executed through the completion of the Improvements pursuant to Exhibit "G", Improvement Work Letter, Exhibit "A", Premises Specifications, and Exhibit "H" Prevailing Wage Requirements, acceptance of the improved Premises by COUNTY, LANDLORD shall not assign or transfer a controlling interest in the Premises to a third party, without COUNTY's prior review and approval.

(1) LANDLORD understands and agrees to provide to COUNTY all documents and relevant information concerning any proposed transfer. COUNTY will have ten (10) COUNTY working days after receiving all such documents and information to complete its review. Upon COUNTY approval of an assignment or transfer, the parties shall immediately execute an amendment to this Lease stating the change of ownership of the Premises.

C. LANDLORD understands and agrees not to make any modifications to the improvement plans and specifications as set forth in Exhibit "A", Premises Specifications, without first obtaining approval in the form of an amendment to this Lease. Any changes to these plans and specifications, without first acquiring said approval, will be at the expense of the LANDLORD and not the COUNTY.

D. In the event LANDLORD contracts for the construction of any portion of the Improvements and as set forth in Exhibit "A", Premises Specifications, 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 the requirements in Exhibit "G", Prevailing Wage Requirements. LANDLORD shall indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, contractors, and agents from any and all claims, actions, losses, damages and/or liability arising out of the obligations set forth in this subparagraph. The LANDLORD's indemnity obligations shall survive the COUNTY's tenancy and shall not be limited by the existence or availability of insurance.

E. LANDLORD agrees and understands that it will construct on those portions of the Premises set forth in this Second Amendment during the period immediately following execution of this Second Amendment, those Improvements shown on the space design and site plans prepared by LANDLORD and approved by COUNTY. The Improvements shall further be constructed in accordance with other provisions of this Lease, including but not limited to, Paragraph 11, HEALTH, SAFETY AND FIRE CODE REQUIREMENTS, and Exhibit "A", Premises Specifications.

F. LANDLORD and COUNTY agree that the Improvements shall be constructed, Substantially Completed (as defined in Exhibit "G") and certified for occupancy by the City of San Bernardino on or before December 1, 2024 ("Projected Mezzanine Improvement Completion Date") but by no later than January 1, 2025 ("Critical Mezzanine Improvement Completion Date"). In order to meet the Projected Mezzanine Improvement Completion Date, the parties have agreed upon the following construction schedule for the Improvements, setting forth the essential elements of construction, the projected milestone completion dates for each element and the Projected Mezzanine Improvement Completion Date (each a "Projected Completion Date"), and the critical milestone completion dates for each element and the Critical Mezzanine Improvement Completion Date (each a "Critical Completion Date"). Those dates are as follows:

(1) Preparation and Submittal of Building and Site Plans to the City of San Bernardino: Projected Milestone Completion Date: April 1, 2024. Critical Milestone Completion Date: April 1, 2024.

(2) Approval and Permit Issuance of Building and Site Plans by City Agencies: Projected Milestone Completion Date: June 1, 2024. Critical Milestone Completion Date: June 1, 2024.

(3) Construction of Tenant Improvements and Certified for Occupancy: Projected Mezzanine Improvement Completion Date: December 1, 2024. Critical Mezzanine Improvement Completion Date: January 1, 2025.

(4) Each Critical Completion Date shall be extended, day for day, if this Lease is approved by the Board of Supervisors for the County after February 27, 2024, or in accordance with Paragraph 41(J).

G. LANDLORD agrees that its failure to meet any of the above Projected Completion Date(s) will mean that the COUNTY will not be able to use the improved area of the Premises by the Projected Mezzanine Improvement Completion Date as determined in Subparagraph 41(F) above; in which case, the COUNTY shall initially have the remedies available in Paragraph 41.I. LANDLORD further agrees that its failure to meet any of the above Critical Completion Date(s) will mean that the COUNTY will not be able to use the improved area of the Premises by the Critical Mezzanine Improvement Completion Date; in which case, the COUNTY may therefore elect, in its sole discretion, to terminate this Lease with neither Party having any further obligations to the other (and COUNTY shall have no obligation to reimburse LANDLORD for any or all costs incurred for the Improvements), except that LANDLORD shall within thirty (30) days after the effective termination date refund all Mezzanine Improvement Amortization Costs then paid by the COUNTY and those obligations that expressly survive the termination of the Lease. Any such election to terminate by the COUNTY must be in writing and given to LANDLORD within thirty (30) COUNTY working days of any of the missed Critical Completion Dates, and before the LANDLORD completes the element and notifies the COUNTY of such completion.

H. Reserved.

I. LANDLORD acknowledges that late delivery of the Improvements to the improved portion of Premises to COUNTY after the Projected Mezzanine Improvement Completion Date will cause COUNTY to incur costs not contemplated by this Lease agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if LANDLORD does not deliver the Improvements to the improved portion of the Premises by the Projected Mezzanine Improvement Completion Date of November 1, 2024, LANDLORD agrees to pay COUNTY liquidated damages of two hundred dollars and 00/00 Dollars (\$200.00) for each day's delay from the Projected Mezzanine Improvement Completion Date of November 1, 2024, to the date the COUNTY accepts the Improvements in the improved portion of the Premises or terminates this Lease agreement pursuant to Paragraph 41.G. The parties agree that this liquidated damages amount represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late delivery. Acceptance of any such amount shall not constitute a waiver of LANDLORD's default or prevent COUNTY from exercising any of the other rights and remedies available to COUNTY.

J. Notwithstanding subparagraphs "F", "G" and "I", above, in the event LANDLORD, after exercising all due diligence, is unable to meet any of the above mentioned Projected Completion Date(s) and/or Critical Completion Date(s) due to delays caused solely by the COUNTY or due to reasons which LANDLORD proves are outside the control of LANDLORD such as terrorist acts, riots, insurrections, earthquakes, nuclear accidents, power blackouts, brownouts, volcanic action, inability to secure product or services of other persons or transportation facilities for which comparable alternatives are unavailable, unreasonable acts of governmental agencies or public utilities causing unavoidable delays (the normal and reasonable times for review, action and reasonably anticipated delays by governmental agencies are already including in the time of the Critical Completion Dates), strikes or other labor troubles, then the Projected Completion Date(s), and/or Critical Completion Dates(s) shall be extended for a period equivalent to the period of such delay.

(1) 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 result in such a delay, LANDLORD shall immediately notify COUNTY of any such delay or anticipated delay. In the event LANDLORD fails to timely notify COUNTY of any such delay or anticipated delay,

LANDLORD, notwithstanding the main portion of this subparagraph "J" above, shall be subject to subparagraph "I", above, for the entire length of any delay.

7. Effective February 27, 2024, ADD new **Paragraph 58., CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**, which shall read as follows, and a new **Exhibit "I" – Campaign Contribution Disclosure (SB 1439)**, which is attached to this Second Amendment and incorporated herein by reference:

"58. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439):** LANDLORD has disclosed to the County using Exhibit "I" - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Lease was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Lease.

In the event of a proposed amendment to this Lease, the LANDLORD will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the LANDLORD or by a parent, subsidiary, or otherwise related business entity of LANDLORD."

8. This Second Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Second Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Second Amendment (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Second Amendment upon request.

9. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease and this Second Amendment, the terms of this Second Amendment shall control.

END OF SECOND AMENDMENT.

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SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: FEB 27 2024

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

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



1094 South E Street, LLC a California Limited
Liability Corporation

By ► *[Signature]*
(Authorized signature - sign in blue ink)

Name Jason Tolleson

Title Principal Member

Dated: 2/21/24

Address c/o Serrano Development Group

24 N. Marengo Avenue
Pasadena, CA 91101

FOR COUNTY USE ONLY

Approved as to Legal Form

► *John Tubbs II*
John Tubbs II, Deputy County Counsel

Date 2-21-24

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► *[Signature]*
Lyle Ballard, Real Property Manager, RESD

Date 2/22/24

EXHIBIT "A"
PREMISES DESIGN STANDARDS AND SPECIFICATIONS

**HUMAN SERVICES (COUNTY),
CHILDREN AND FAMILY SERVICES
1094 South E Street., San Bernardino**

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 "A" Premises 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 "A"**, Premises 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 "A"** 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
CARP	-	Carpet
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
VF	-	Vinyl floor
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 Code.
- 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 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 "A" 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**.
- 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 (**CARP**). 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.
- 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. Manufacturer, type, color and placement to be approved by **COUNTY**. **COUNTY** to designate vinyl floor selection and room location.
Armstrong Exelon vinyl tile (**VT**) 1/8" gauge, 12" x 12" with 4" rubber wall base. Manufacturer, type, color and placement to be approved by **COUNTY**.

- b. Vinyl planking manufacturer, type, color and placement to be approved by **COUNTY**.
- c. 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. 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. 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.

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, $\frac{3}{4}$ " 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.
- 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. 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. Haley Luan solid core doors for all interior door use 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.
- 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.
- k. **LANDLORD** shall provide an exterior wind-break with reinforced glass and mullions at the main entry into building to prevent wind gusts from entering main entry to the building. All designs will be discussed with **LANDLORD** during the plan development meetings. Design must meet ADA guidelines.

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.
- 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 ¾" 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 ¼" thick finish grade plywood, painted with high gloss paint to match the melamine. Typical designs are included in **Exhibit "A"** (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 "A" Section 2.0** and as shown on plans. **LANDLORD** is responsible for the following:

- a. Providing ¾-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 EXTERIOR PATIO AREA:

- a. All building entrance, exit areas, including sidewalk leading to patio are to be concreted and covered. Patio area to have a minimum of 7' height wrought iron fence with lockable gate. **COUNTY** to approve design of patio areas.
- b. **COUNTY** will require card access at the exterior gate/s for the patio.
- c. **LANDLORD** to provide conduit runs and locking components to support the **COUNTY** card access system. **COUNTY** to approve all components.
- d. **LANDLORD** to supply a minimum of four (4) commercial-type picnic tables with attached benches; model and installation location to be approved by **COUNTY**.
- e. **LANDLORD** shall provide lighting under patio cover and/or wall area.
- f. **LANDLORD** shall provide hose bib water source at the patio location.

1.24 EXTERIOR REFUSE:

- a. At a minimum, one (1) secured covered block constructed enclosure with swinging metal gates. Enclosure should hold a maximum of four (4) dumpsters with one (1) dumpster designated for recycling. Design and location of enclosure to be approved by **COUNTY** and must meet all City, **COUNTY**, State and Federal code requirements.
- b. At a minimum, four (4) deluxe boulder trash receptacles (concrete) with plastic liner and attached lids. Location and style to be approved by **COUNTY**.
- c. At a minimum, four (4) pebble ash urns (concrete) filled with silica sand. Location and style to be approved by **COUNTY**.
- d. Enclosure should have covering to minimize vandalism and illegal dumping.

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.
- 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.

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 two hundred and eighty-four (284) parking spaces consisting of fifty-four (54) secured parking spaces and two hundred and thirty (230) unassigned and handicapped parking spaces.
- 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 **WINDOWS**

- a. In new construction, **LANDLORD** shall design exterior building windows such that each office, conference room and any other appropriate interior areas receive as much natural ambient light as possible.
- b. Windows at private offices shall have sill heights above typical desk work surfaces and have a maximum width of 36 inches, when possible unless noted otherwise and approved by **COUNTY**. Sizes of windows in all other rooms and areas to be determined by architect and approved by **COUNTY**.
- c. All exterior elevation designs for new construction or tenant improvements to existing structures will need to be designed by the **LANDLORD'S** architect and structural engineer, and approved by **COUNTY**.

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.
- 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 ¾" 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.
 - 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 $\frac{3}{4}$ " 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 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 $\frac{3}{4}$ -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:

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:

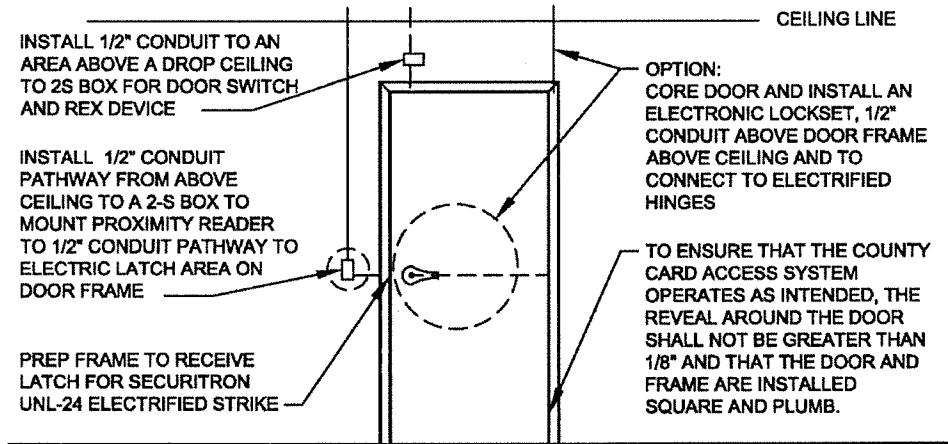
Conduit sleeves through firewalls, block, or concrete walls connecting units within a building or to adjacent buildings shall use either 3-inch or 4-inch I.D. Gray PVC Conduit, unless otherwise specified by code. These sleeves will extend 5-inches on either side of the wall, and will be made fire safe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

2.19 EARTHQUAKE BRACING:

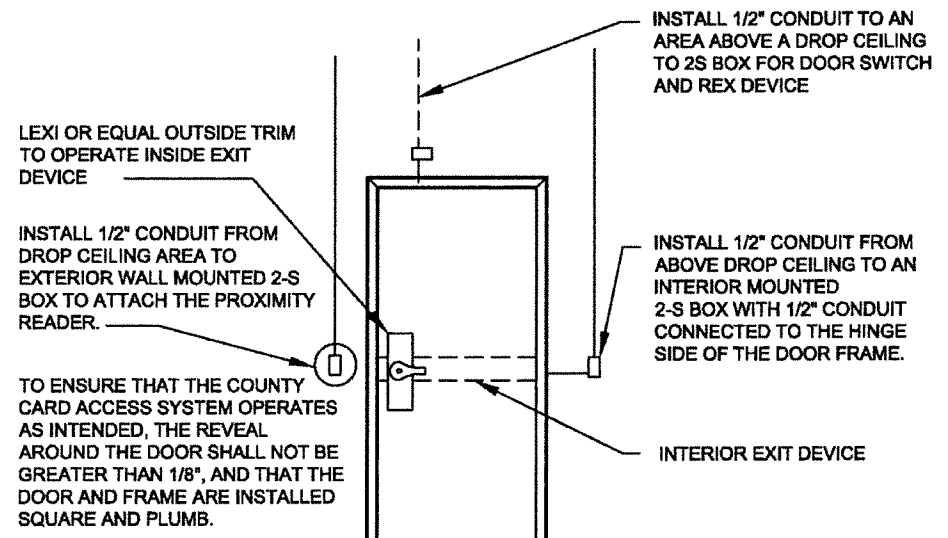
Earthquake bracing of equipment cabinets and data racks will be provided by the **Information Services Department/COUNTY**.

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.



TYPICAL INTERIOR CARD ACCESS DOOR



TYPICAL EXTERIOR CARD ACCESS DOOR

Figure 1 - Typical card access door installation guidelines.

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 unit 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 feature engages.

The E996L is provided standard in a fail safe (FS) condition, but can be field converted to a fail secure (FSF) where allowed. The trim can be ordered with a device, added to an existing 66/96 series device application, or a conversion kit can be added to an existing 996L Breakaway lever trim. On new construction applications, the E996L trim will require less door prep.

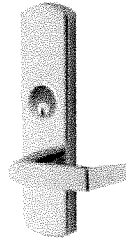
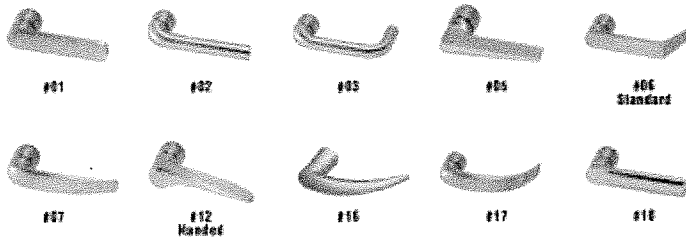
The E996L is available with a blank escutcheon (BE) function, or with a cylinder for right latch function.

The E996L electrified trim replaces the current "E" electric feature on 66/96 series rim devices. Consult factory for requirements.

To Order, Specify:

1. Use "E" prefix, example E996L.
When ordering with device specify trim series with "E" prefix, example 6627L-E6 3/ US26D E996L.
2. Device type, RV (rim/surface or concealed vertical rod) or M (mortise).
3. PHR is furnished standard if not specified.
Field reversible.
4. Lever style (#6 lever is furnished standard).
5. Finish, US3, US4, US15, US109, SP313, US26, US26D, SP3LK, US15.

LEVER DESIGN OPTIONS



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

E996L ELECTRICAL WIRING

- Power input for E996L is 24VDC.
- Two wires on trim are non-polarized (18 AWG minimum).

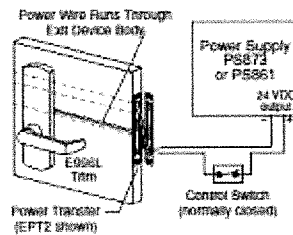


Figure 2 - Von Duprin cut sheet.

SHELF UNIT SPECIFICATIONS

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

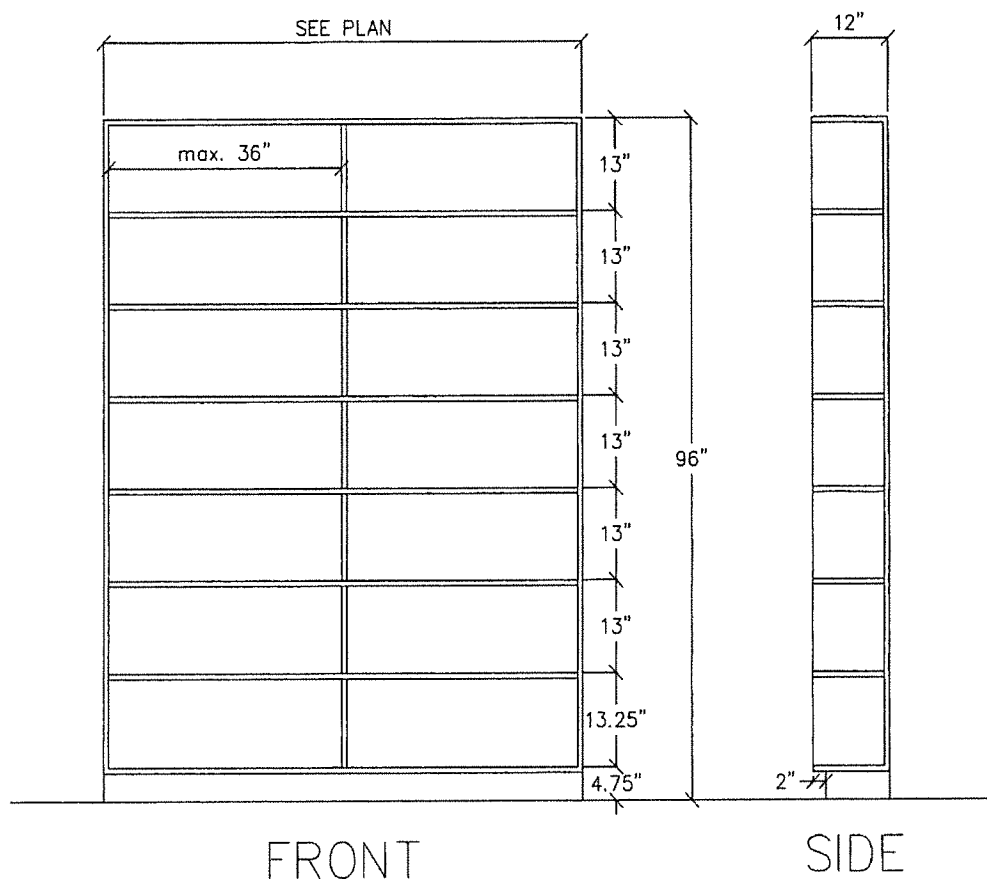
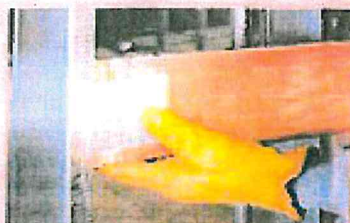


Figure 3 - Shelving Unit specifications

EASY INSTALLATION



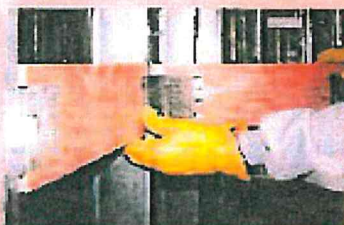
Step 1: "Starlin Edge" into the upside of the steel flange.



Step 2: Start with the first full bay. Use Danback™ Trimble for the end of the bay.



Step 3: Danback™ flexible wood backing across a steel flange using the flexible universal plate.



Repeat the process.



Overlap universal plates when using into bay joining units.



Secure each plate to the steel flange using a drill or a 1/4 inch head screw.

Danback™ available for on-module or off-module.



On-module Plate included with Trimble.



Use Danback™ Trimble for off-module bays.

Oil to required length. Screw on screw plate to the trimmed edge. Allow 1/4" clearance over the trimmed edge. Rotate the plate to Danback using 3/8" drill bit or water level screws.

Fast Setup. Five and screws. Reduces backing installation time up to 50%, it's that fast.

Backing steel studs has always been a difficult, costly and time-consuming job. The Danback™ Flexible Wood Backing System, featuring Dricon™ fire-resistant treated wood, has made wood backing installation easy and economical.

Danback™ is a heavy-duty flexible wood backing system used to support cabinets, shelves, handrails, wall mounted sinks and counters and all other wall-mounted fixtures. Danback™ provides superior corrosion shear and pull-out strength to support and meet any one of the heaviest loading conditions. Simply snap, flex and screw. Danback™ is made strong. The patented hinge design actually flexes around the stud and snaps into place for a perfect fit - every time.

Danback™ is constructed using Dricon™ fire-resistant treated wood (FRT). Dricon™ FRT is pressure-treated wood that is chemically treated to resist the flames, heat and smoke development. Dricon™ is a Class A fire retardant, that is EPA registered, NFPA approved (NFPA 302) and complies with all national codes including the 2003 International Building Code (IBC) and the 2005 International Residential Code (IRC).

Dricon™ FRT wood complies with or has been granted the following:

AWPA: D-100
ASTM: F2133-03
ICC: 408.3.1 (2003) FRT
ICC: 408.3.2 (2003) FRT
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ICC: 408.3.273 (2003) FRT
ICC: 408.3.274 (2003) FRT
ICC: 408.3.275 (2003) FRT
ICC: 408.3.276 (2003) FRT
ICC: 408.3.277 (2003) FRT
ICC: 408.3.278 (2003) FRT
ICC: 408.3.279 (2003) FRT
ICC: 408.3.280 (2003) FRT
ICC: 408.3.281 (2003) FRT
ICC: 408.3.282 (2003) FRT
ICC: 408.3.283 (2003) FRT
ICC: 408.3.284 (2003) FRT
ICC: 408.3.285 (2003) FRT
ICC: 408.3.286 (2003) FRT
ICC: 408.3.287 (2003) FRT
ICC: 408.3.288 (2003) FRT
ICC: 408.3.289 (2003) FRT
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ICC: 408.3.291 (2003) FRT
ICC: 408.3.292 (2003) FRT
ICC: 408.3.293 (2003) FRT
ICC: 408.3.294 (2003) FRT
ICC: 408.3.295 (2003) FRT
ICC: 408.3.296 (2003) FRT
ICC: 408.3.297 (2003) FRT
ICC: 408.3.298 (2003) FRT
ICC: 408.3.299 (2003) FRT
ICC: 408.3.300 (2003) FRT



Figure 4 - Dietrich Backing.

JUST SNAP, FLEX and SCREW



The Perfect Backing Solution for:

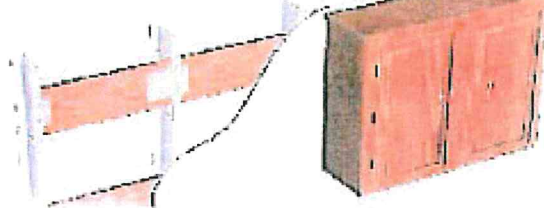
Cabinets, Stoves,
Counters, Sinks,
Stairwells, Chalkboards,
Towel & Shower Bars.



to anything that requires heavy-duty handling.

Commonly Used in:

Hospitals, Medical Centers, Schools



Holiday/Weeks, Assisted Living, Condominiums.
 of any project that requires near-daily contact

Features and Benefits

Reduces installation time up to 50%
Available for 16" and 24" O.C. framing
Eliminates nailing, cutting, ripping and welding
Made with Dripan® fire-retardant treated wood

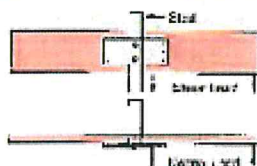
Product Specifications and Packaging

Part	Width	Length	Weight/Pair	Reckoning
Product Factor	in. mm	in. mm	lb. kg	Pcs/lb/c
D7EF	5-1/2 140	40 1016	1.174 0.5315	846
D24F	5-3/8 139	39 991	1.13 0.512	850

[illegible]

Ultimate Lead Value

E/F Product Code	Sheet Load Max. Wt.	Norm. Load Wt., lb.
E-14	204	204
E-20F	125	200



NOTE: Logarithmic values are transformed to:
 1. Below 1000: 1000
 2. Above 1000: 1000 + (value - 1000) / 1000
 3. Above 1000000: 1000000 + (value - 1000000) / 1000000
 4. Above 1000000000: 1000000000 + (value - 1000000000) / 1000000000
 5. Above 1000000000000: 1000000000000 + (value - 1000000000000) / 1000000000000

Complies with all national building codes
FPA registered protection against termites and fungal decay
No greater corrosion rates than untreated wood

Our customer (LARRY BLAND) recently used "Backbone" on an intensive medical course. They used traditional sand bagging methods on the 1st floor and took 5 min. 1 trip. We introduced them to "Backbone" and in the second floor, same amount of bagging, it took the same 5 min. 5 hours!

Kathy Garris
226 A-9 Supply Eureka, KY



DIETRICH
METAL FRAMING
A Washington Industries Company

[illegible]

request a quote **online** @ dietchmetalfabricating.com or **call 1-866-638-1908**

Figure 5 - Dietrich Backing cont'd.

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 Fillers)
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.

3.0 ROOM BY ROOM SPECIFICATIONS

<u>Room Number</u>	<u>Floor</u>	<u>Walls</u>	<u>Comments</u>
1-6 Private Offices (Mezzanine)	CARP	P1, P2	<ul style="list-style-type: none"> • New suspended ceiling, lighting and HVAC as required. See Sections 1.1, 1.2 and 1.3. • New drywall over stud walls as shown on plan. Paint to match existing colors. See Sections 1.6 and 1.7. • (1) new exterior window for each of offices 1, 2, 3 and 4 only. See Section 1.32. • New carpet tile flooring to match or compliment existing. See Section 1.10. • (4) duplex receptacle electrical outlets. COUNTY to review and approve locations per furniture plan. • (3) data/phone receptacles. COUNTY to review and approve locations per furniture plan. • (1) Lockable door, office/entry function, keyed separately. See Section 1.17.
M1 Open Work Area	CARP	P1, P2	<ul style="list-style-type: none"> • New suspended ceiling, lighting and HVAC as required. See Sections 1.1, 1.2 and 1.3. • New drywall over stud walls as shown on plan. Paint to match existing colors. See Sections 1.6 and 1.7. • New carpet tile flooring. See Section 1.10. • (5) new interior storefront windows. See Section 1.32. • Remove (1) door and approximately 6 linear feet of wall. Patch and paint to match existing. • Approximately (10) dedicated electrical circuits as required to support new modular furniture and equipment. See Section 1.21 for additional information. • (4) dedicated NEMA type 5-20R receptacles for copiers, COUNTY to approve locations. • (4) data/phone receptacles in designated copier areas. COUNTY to review and approve locations.
M2 Storage room	VF	P1	<ul style="list-style-type: none"> • (1) lockable door, storeroom function, keyed separately. See Section 1.17. • Shelving per plan. See Section 1.20. COUNTY to approve design and shop drawings. • Electrical and data/phone to be determined by COUNTY ISD for IDF.
M3 Landlord Storage	VF	P1	<ul style="list-style-type: none"> • (1) lockable door, storeroom function, keyed separately for landlord. See Section 1.17.

<u>Room Number</u>	<u>Floor</u>	<u>Walls</u>	<u>Comments</u>
M4 Storage	VF	P1	<ul style="list-style-type: none"> (1) lockable door, storeroom function, keyed separately. See Section 1.17. Shelving per plan. See Section 1.20. COUNTY to approve design and shop drawings.
M5 Storage	VF	P1	<ul style="list-style-type: none"> (1) lockable door, storeroom function, keyed separately. See Section 1.17.
6M Open Area (existing finished mezzanine area)	CARP	P1	<ul style="list-style-type: none"> No changes requested.
HVAC Closets (3)	VF	P1	<ul style="list-style-type: none"> (3) lockable doors, storeroom function, keyed separately for landlord to service. See Section 1.17.
100 Lobby			<ul style="list-style-type: none"> No changes requested.
101 Public Women's Restroom			<ul style="list-style-type: none"> No changes requested.
102 Public Men's Restroom			<ul style="list-style-type: none"> No changes requested.
103 Group Visitation Room			<ul style="list-style-type: none"> No changes requested.
104 – 112 Visitation Rooms			<ul style="list-style-type: none"> No changes requested.
113 Exam (PHN) Room			<ul style="list-style-type: none"> No changes requested.
114 Staff Room/ Pass through			<ul style="list-style-type: none"> No changes requested.
115 Visitation Room			<ul style="list-style-type: none"> No changes requested.
116 Conference A/ Classroom			<ul style="list-style-type: none"> Add garbage disposal.
117 Conference B/ Classroom			<ul style="list-style-type: none"> No change requested.
118 Closed Files Room			<ul style="list-style-type: none"> No change requested.
118P Client Patio			<ul style="list-style-type: none"> Add monthly power wash to janitorial exhibit Add more lighting (4 fixtures).
200 Reception			<ul style="list-style-type: none"> No change requested.
201 Not Used			<ul style="list-style-type: none"> N/A
202 Storage/Car seats			<ul style="list-style-type: none"> No change requested.
203 Mail room			<ul style="list-style-type: none"> No change requested.
204 Conference C			<ul style="list-style-type: none"> No change requested.
205 Conference D			<ul style="list-style-type: none"> No change requested.
206 Open Work Area			<ul style="list-style-type: none"> No change requested.
207 – 212 Private Offices			<ul style="list-style-type: none"> No change requested.
213 Not Used			<ul style="list-style-type: none"> N/A
214 Private Office			<ul style="list-style-type: none"> No change requested.
215 Fire Riser Room			<ul style="list-style-type: none"> Landlord Room – N/A
216 – 221 Private Offices			<ul style="list-style-type: none"> No change requested.
222 Men's Employee Restroom			<ul style="list-style-type: none"> No change requested.
223 Women's Employee Restroom			<ul style="list-style-type: none"> No change requested.
224 – 225 Private Offices			<ul style="list-style-type: none"> No change requested.
226 Elevator Machine Room			<ul style="list-style-type: none"> Landlord Room – N/A
227 Elevator			<ul style="list-style-type: none"> No change requested.
228 Manager Office			<ul style="list-style-type: none"> No change requested.
229 Executive Reception			<ul style="list-style-type: none"> No change requested.
230 DD Office			<ul style="list-style-type: none"> No change requested.
231 Storage Room			<ul style="list-style-type: none"> No change requested.

Room Number	Floor	Walls	Comments
232 Private Office			<ul style="list-style-type: none"> No change requested.
233 Exec Conference			<ul style="list-style-type: none"> No change requested.
234 Private Office			<ul style="list-style-type: none"> No change requested.
235 Breakroom			<ul style="list-style-type: none"> No change requested.
235P Staff Patio			<ul style="list-style-type: none"> Add monthly power wash to janitorial exhibit
236 – 240 Private Offices			<ul style="list-style-type: none"> No change requested.
241 Comm Room/IDF			<ul style="list-style-type: none"> No change requested.
242 Electrical Room			<ul style="list-style-type: none"> Landlord Room – N/A
243 Main Empl Restroom Women's			<ul style="list-style-type: none"> No change requested.
244 Main Empl Restroom Men's			<ul style="list-style-type: none"> No change requested.
245 Vestibule (drinking fountains)			<ul style="list-style-type: none"> Replace drinking fountains with bottle filler station. See Section 1.19.
246 Janitor's room			<ul style="list-style-type: none"> Landlord Room – N/A
247 Storage/Wellness Room			<ul style="list-style-type: none"> Add HVAC components to this room to convert to a conditioned space. Replace VCT with carpet. Add (4) electrical outlets with duplex receptacles
248 Copy Room			<ul style="list-style-type: none"> No change requested.
North Parking lot			<ul style="list-style-type: none"> Restripe ADA path of travel. Demo existing curb ramp at main entrance Add concrete bollards at main entrance Refer to Figure 8.
East Parking lot			<ul style="list-style-type: none"> Add additional light fixtures to existing poles per plan. Refer to Figure 8.
South Parking lot			<ul style="list-style-type: none"> Add additional light fixtures to existing poles per plan. Refer to Figure 8.
Secured Parking lot			<ul style="list-style-type: none"> Add additional light fixtures to existing poles per plan. Add new light pole, dual fixture per plan. Refer to Figure 8. Add wall mounted light at entry door.
West Parking lot			<ul style="list-style-type: none"> Add egress capability to ingress vehicle gate. Refer to Figure 8.
Exterior Main Entrance			<ul style="list-style-type: none"> Add sheet metal canopy over trellis. Add (2) wall or trellis mounted lights.
Exterior fencing			<ul style="list-style-type: none"> Refer to Figure 8. Anti-climb fencing at property line to enclose entire premises. (3) sliding vehicle gates per plan. (1) pedestrian gate per plan. Provide data conduit and electrical for vehicle and pedestrian gates to have card access. COUNTY to review and approve plans prior to bid.
Deferred Maintenance Items (no charge to County)			<ul style="list-style-type: none"> Exterior paint Carpet replacement/interior paint Awning leak (secured parking)

<u>Room Number</u>	<u>Floor</u>	<u>Walls</u>	<u>Comments</u>
			<ul style="list-style-type: none"> • Restripe parking lot and repaint curbs

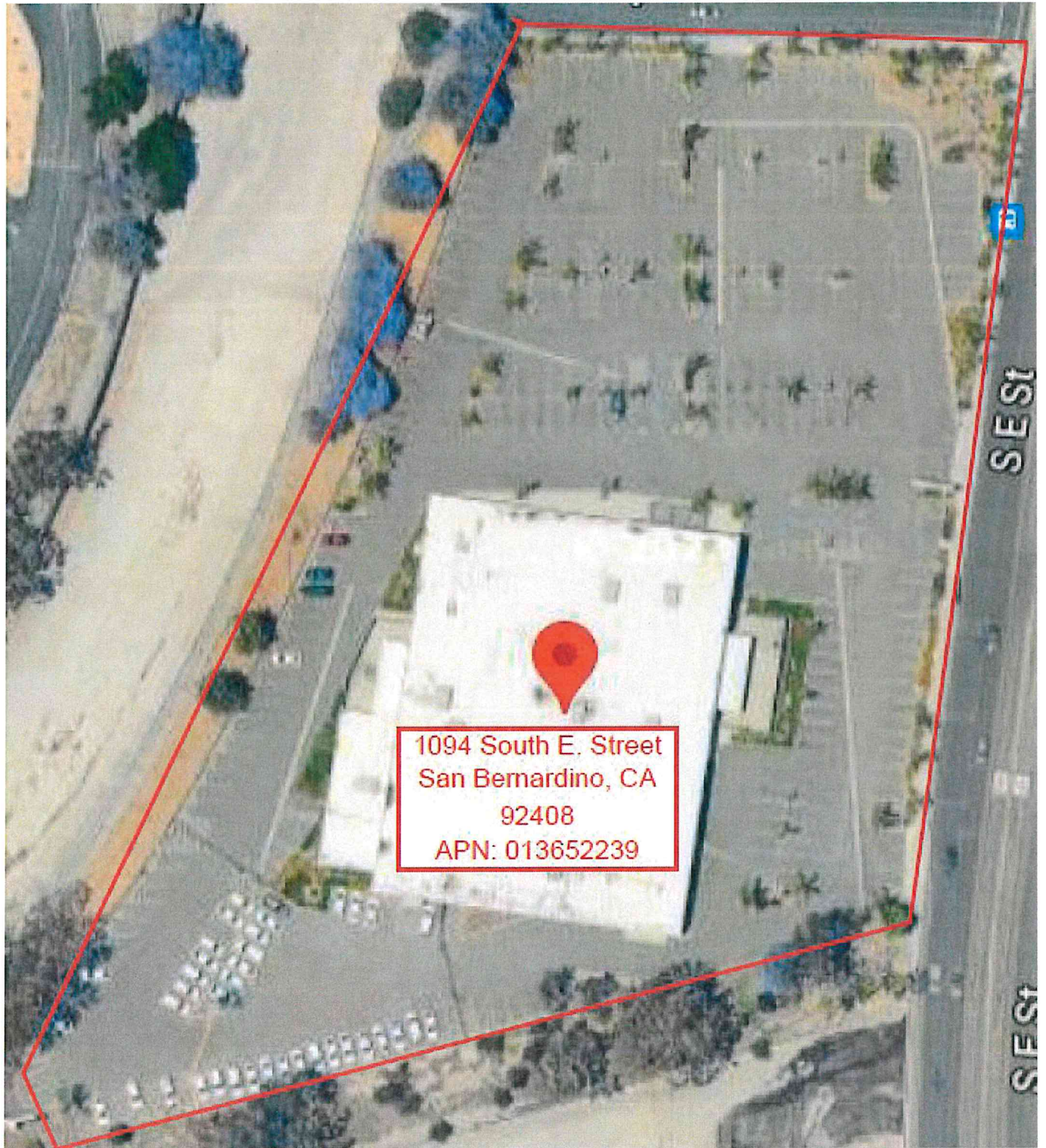


Figure 8 – Reference Site Plan.



EXHIBIT "B"
LICENSED JANITORIAL AND MAINTENANCE SERVICES

The shift hours scheduled for the Day Janitor are to be reviewed and approved by COUNTY. The Day Janitor shall be on site for a minimum of four (4) hours per day, excluding County Holidays. Following are the services to be performed by a licensed janitorial contractor - Day Janitor:

DAILY SERVICES SEVEN (7) DAYS PER WEEK:

- 1. Exterior - Main Entrance, Employee Entrances and Patios**
 - a. Empty all ash and trash receptacles.
 - b. Remove papers and debris outside main entrance.
 - c. Clean up reported spills at patio areas and as needed.
- 2. General**
 - a. Empty waste containers in areas other than private offices and cubicles (i.e. breakrooms, conference rooms, lobbies, etc).
 - b. Clean and sanitize all **high-touch** areas, fixtures and accessories, several times daily with increased frequency, as use dictates. High touch daily clean and sanitized areas shall include but are not limited to the following:
 - i. **'High touch'** in restrooms: restroom fixtures, flush valves, turn handles, accessories, door/partition handles, etc.
 - ii. **'High touch'** areas throughout the office and living areas: all floors, door handles, wall switches, elevator doors & buttons, transaction counters, entrance & exit door handles and push bars, stair rails, lobby and common area chairs.
 - iii. **'High touch'** areas in breakrooms and kitchenettes, cabinet/drawer pulls & handles, microwave touchpad and handles, refrigerator handles, etc.
 - iv. **'High touch'** surfaces and table tops in breakrooms, kitchenettes and coffee rooms: damp clean often, including before/after meals.
 - v. **'High touch'** areas in conference rooms and common rooms, tables chair armrests, phone handsets and pushbutton surfaces, remote controls for TV's and game controls, etc.
- 3. Lobbies/Public Hallways**
 - a. Dust mop all tiled floors.
 - b. Clean up spills as reported and needed.
 - c. Clean and sanitize guard station in presence of security personnel.
- 4. Restrooms**
 - a. Clean and sanitize fixtures, mirrors, chrome pipes, etc.
 - b. Clean splash marks from walls.
 - c. Refill soap, paper towel and toilet paper dispensers.
 - d. Clean and sanitize drinking fountains.
- 5. Breakrooms**
 - a. Damp clean table tops.
 - b. Clean kitchen sinks and counters.
 - c. Clean up reported spills and as needed.
- 6. Visitation Rooms/Interview Rooms**
 - a. Clean and sanitize high touch areas when rooms are unoccupied.
 - b. Clean and sanitize toys and related items with County approved wipes when rooms are unoccupied.
 - c. Damp mop floors when rooms are unoccupied.
 - d. Empty waste containers when rooms are unoccupied.
 - e. Sweep floors to remove debris when rooms are unoccupied.
 - f. Clean windows when rooms are unoccupied.
- 7. Conference Rooms**
 - a. Clean high touch areas when rooms are unoccupied.
 - b. Empty waste containers when rooms are unoccupied.

The following services are to be performed by a licensed janitorial contractor - Evening Janitor:

NIGHTLY SERVICES FIVE (5) DAYS PER WEEK:

- 1. Exterior - Main Entrance, Employee Entrances and Patios**
 - a. Empty and clean all ash and trash receptacles.
 - b. Sweep debris outside main entrance.
 - c. Clean lobby doors.
- 2. General**
 - a. Empty waste containers in all areas and reline if showing wear or if food was present.
 - b. Vacuum all Conference/Training Rooms, and traffic aisles in open office areas.
 - i. All carpeted areas are to be vacuumed using a dual-motor vacuum with rotating cylindrical brush, rather than a beater bar.
 - ii. Vacuuming shall occur each evening at a designated time to be determined and agreed upon by onsite supervision.
 - c. Brush down steps of interior stairwells.
 - d. Vacuum and/or damp mop clean elevator floor.
 - e. Spot clean all walls and doors including elevator.
 - f. Spot clean carpets of small spillage, footprints, etc.
 - g. Keep janitor closets clean and orderly.
 - i. Janitorial refill supplies shall be readily accessible to on-site supervisors for after-hours emergencies between 8pm – 6am;
 - ii. Shared access to janitors' closet(s) shall be determined and agreed upon between janitors and on-site supervision, to include safety concerns.
 - h. Janitorial service/vendor to provide/supply all sanitary, cleaning and paper goods.
 - i. Janitorial vendor must provide Material (safety) Data Sheets (MDS) for all cleaning solutions, spray products and chemicals, used by staff and/or stored on site. All cleaning agents must remain safely locked in Janitor's Closet or other secured location; the same cleaning agents must remain under strict possession of janitors/custodians when performing duties on the open-area floor to avoid unauthorized access by residents.
- 3. Lobbies/Public Hallways**
 - a. Wet mop clean all tiled floors.
 - b. Damp clean lobby counters.
 - c. Clean hand marks off glass on entrance doors and transaction windows.
- 4. Restrooms**
 - a. Clean and sanitize fixtures, mirrors, chrome pipes, etc.
 - b. Clean splash marks from walls.
 - c. Refill soap, paper towel and toilet paper dispensers.
 - d. Clean and sanitize drinking fountains.
 - e. Wet mop and sanitize rest room floors.
 - f. Replace batteries in battery operated fixtures.
- 5. Breakrooms**
 - a. Damp clean table tops.
 - b. Clean kitchen sinks and counters.
 - c. Clean up reported spills and as needed.
- 6. Visitation Rooms/Interview Rooms**
 - a. Clean and sanitize high touch areas when rooms are unoccupied.
 - b. Clean/sanitize toys and related items with County approved wipes when rooms are unoccupied.
 - c. Damp mop floors when rooms are unoccupied.
 - d. Empty waste containers when rooms are unoccupied.
 - e. Sweep floors to remove debris when rooms are unoccupied.
 - f. Clean windows when rooms are unoccupied.
- 7. Conference Rooms/Training Rooms/Classrooms**
 - a. Clean high touch areas when rooms are unoccupied.
 - b. Empty waste containers when rooms are unoccupied.

8. Private Offices/Open Office Cubicle Areas

- a. Dust all desks, chairs, tables, filing cabinets and other office furniture.

WEEKLY SERVICE:

1. Clean all desk tops that are cleared on designated day to be determined and agreed upon by onsite supervision.
2. Clean hand marks from walls, doors and woodwork.
3. Vacuum all carpeting completely.
 - a. All carpeted areas are to be vacuumed using a dual motor vacuum with a rotating cylindrical brush, rather than a beater bar.
 - b. Vacuuming shall occur on a designated day to be determined and agreed upon by onsite supervision.
4. Vacuum upholstered furniture.

MONTHLY SERVICE:

1. Dust high areas, including window coverings.
2. Brush down cobwebs inside building.

EVERY THREE MONTHS:

1. Vacuum dust and dirt accumulation from air conditioning vents.
2. Replace cartridge in rest room automatic air fresheners.

The above are considered the minimum standard janitorial items and are to be performed by a licensed janitorial contractor. Landlord is responsible for providing all services related to the health and cleanliness of the leased facility.

The following services are to be performed by a licensed maintenance contractor.

WEEKLY SERVICE:

1. Contract with a mat service to supply and replace interior entry mats with commercial grade cleaned mats.
2. Check for burnt out light bulbs and replace when needed.

ONCE-MONTHLY SERVICE OR AS NEEDED:

1. Licensed pest control for interior and exterior spraying or treatments.
2. Pressure wash and clean all exterior patio areas including patio furniture and doors at main entrance.
3. Pressure wash/clean all exterior walkways leading to the Leased Facility.
4. Machine clean and seal all tiled floors.

EVERY THREE MONTHS:

1. Carpet to be cleaned by a professional carpet cleaning company using a wet/dry extraction process per the carpet manufacturers cleaning instructions.
2. Wash exterior windows.

EXHIBIT "G"

ADDITIONAL TERMS FOR IMPROVEMENTS

1. The parties agree that LANDLORD'S costs shall be the LANDLORD'S sole responsibility and expense without reimbursement by the COUNTY unless the such excess costs are: (a) solely due to approved COUNTY Change Orders (as defined in Paragraph 3 of this Exhibit "G"); or (b) solely due to delays caused solely by the COUNTY. Any proposed COUNTY Change Order(s) or costs due to delays caused solely by the COUNTY that in the aggregate exceed \$100,000 shall be by a mutually agreed amendment, which is subject to the approval by the COUNTY'S Board of Supervisors in its sole discretion.
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 improved portion of the Premises, including any 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 without obtaining the prior written consent of the COUNTY's RESD representative, as the authorized COUNTY agent for the Improvements. 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 on or after May 1, 2024, COUNTY's authorized COUNTY RESD representative proposes any modifications to or additional work that are not set forth in in this Second Amendment, 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 and acceptance of the Improvements for COUNTY's intended use, 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 actual Mezzanine improvement Completion Date. The authorized COUNTY RESD representative may process one or more COUNTY Change Orders in accordance with this Paragraph 3, provided that, notwithstanding anything to the contrary in the Second Amendment or this Exhibit, the cumulative total of all agreed COUNTY Change Orders and any costs due to delays caused solely by the COUNTY shall not exceed \$100,000. Any proposed COUNTY Change Order(s) and costs due to delays caused solely by the COUNTY that cause the cumulative total of all agreed COUNTY Change Orders and costs due to delays caused solely by the COUNTY to exceed \$100,000 shall be processed by a mutually agreed amendment to the Lease that subject to the approval by the COUNTY'S Board of Supervisors in its sole discretion.

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. The Improvements shall be deemed "Substantially Complete" upon the occurrence of all of the following: (i) LANDLORD has substantially completed the Improvements in accordance with this Second Amendment, subject only to minor punchlist items as mutually agreed by the Parties; (ii) if applicable, COUNTY's receipt of a temporary certificate of occupancy for the improved portion of the Premises issued by all relevant governmental authorities; and (iii) written acceptance by an authorized agent of COUNTY for the Mezzanine Improvement for COUNTY's intended use, subject to latent defects and the representations, warranties, and provisions of the Lease.

6. All punchlist 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 punchlist items within said thirty (30) days, commencing on the day immediately after said (30) days have passed, 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 punchlist 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 punchlist items.

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

<u>Milestones</u>	<u>Projected Completion Date</u>	<u>Critical Completion Date</u>
Preparation and submittal of Building and site plans to the City of San Bernardino ("City")	April 1, 2024	May 1, 2024
Approval and permit Issuance of Building and site plans by City agencies	June 1, 2024	July 1, 2024
Construction of Improvements and Temporary Certificate of Occupancy issued by City	December 1, 2024	January 1, 2025

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. Until the Improvements are Substantially Completed and all minor punchlist items have been completed, LANDLORD understands and agrees that LANDLORD shall not sell the Premises, 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.

10. For a period of two (2) years from the date the Mezzanine Improvement Completion Date occurs (including all punchlist item completed), 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 portions of the Improvements evidenced by written notice from County to Landlord within such two (2) year period.

11. 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 and this Second Amendment. 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 date the Mezzanine Improvement Completion Date occurs (including all punchlist item completed), 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.

EXHIBIT "H"
PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the 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 Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, 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 Scope of Work, 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 Scope of Work, 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 the 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 Scope of Work. 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 <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. 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 the 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 Scope of Work.

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 Scope of Work. 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 Scope of Work 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 the 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 the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the 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 the 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 Scope of Work shall not be marked or obliterated. The Contractor shall inform the 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 the 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 Scope of Work or upon any part of the Scope of Work, 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 the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work 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 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 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 public works projects.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The 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 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 one 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 of 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 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 Scope of Work 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 Scope of Work. 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 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 \$30,000.
 - iv. When the project is 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.



EXHIBIT "I"
Campaign Contribution Disclosure
(SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Landlord must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of LANDLORD: 1094 South E Street, LLC

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐ If yes, skip Question Nos. 3 - 4 and go to Question No. 5.

No ☒

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Jason Tolleson

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): 1988 Kaplan Family Trust

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of LANDLORD:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
1988 Kaplan Family Trust	Donald M. Kaplan

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If no, please skip Question No. 10.

Yes ☐ If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, LANDLORD certifies that the statements made herein are true and correct. LANDLORD understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

Signature

JASON TOLSON

Print Name

MANAGER

Date

2/9/24
1094 SOUTH E STREET, LLC

Print Entity Name, if applicable