



ORIGINAL

Contract Number
93-1116 A6

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	Pioneer Partners, Inc.
Contractor Representative	Frank Heard, President
Telephone Number	(760) 485-9346
Contract Term	2/1/1995 – 07/31/2025
Original Contract Amount	\$10,076,757
Amendment Amount	\$3,702,496
Total Contract Amount	\$13,770,253
Cost Center	
GRC/PROJ/JOB No.	57000964
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (“COUNTY”), as tenant, and Pioneer Partners, Inc. (“LANDLORD”), as landlord, entered into Lease Agreement, Contract No. 93-1116 dated November 23, 1993 (“Initial Lease”), with a non-disturbance and attornment agreement entered into among the parties and LANDLORD’s lender as of July 16, 1996, which was referenced as the First Amendment but does not amend the lease, as the Initial Lease is amended by the Second Amendment dated November 26, 1996, the Third Amendment dated August 13, 2002, the Fourth Amendment dated April 13, 2010, and the Fifth Amendment dated April 7, 2015 (the Initial Lease and the Second Amendment through Fifth Amendment are collectively referred to as the “Lease”) wherein LANDLORD leases certain premises, comprising approximately 25,000 square feet located at 56357 Pima Trail, Yucca Valley, CA, as more specifically described in the Lease, to COUNTY for a term that expired on January 31, 2020 and has since continued on a permitted month-to-month holdover, and,

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to reflect a six (6) month holdover period from February 1, 2020 through July 31, 2020 with LANDLORD’S express consent, extend the term of the Lease for five (5) years from August 1, 2020 through July 31, 2025, by exercising an existing extension option, provide for tenant improvements to be performed by LANDLORD with the costs amortized over the five-year extended term, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically as set forth in this amendment (“Sixth Amendment”); and,

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

1. Pursuant to **Paragraph 9, HOLDING OVER**, COUNTY shall, with LANDLORD’s express consent granted herein, occupy the Premises on a holdover tenancy for the period from February 1, 2020 through July 31, 2020 at a monthly rental amount of \$54,250.00 per month.

2. The parties desire to restate the premises leased by COUNTY, which comprised approximately 15,000 square feet initially and was later expanded by approximately 10,000 square feet in the Third Amendment for a total of approximately 25,000 square feet; as such, DELETE in its entirety **Paragraph 2, PREMISES LEASED**, and SUBSTITUTE therefore the following as a new **Paragraph 2, PREMISES LEASED** and ADD a new Exhibit “E”, attached to this Sixth Amendment and incorporated herein by reference:

2. **PREMISES LEASED:** LANDLORD leases to COUNTY and COUNTY leases from LANDLORD a total of approximately 25,000 square feet of space (“Premises”) located within a building (“Building”) situated on real property (“Property”) ,with an address of 56357 Pima Trail, Yucca Valley, CA 92284 as the Premises is depicted in Exhibit “E”, attached hereto and incorporated herein by reference. The Parties acknowledge and agree that the Premises shall not be re-measured during the term of the Lease, including any extensions thereof. Along with its lease of the Premises, COUNTY shall have the right to access and use the 98 unassigned parking spaces, including handicapped parking, (“Allocated Parking”) located on the Property at no additional cost or expense to COUNTY for the duration of the term of the Lease, including any extensions thereof.

3. Effective August 1, 2020, pursuant to the COUNTY’s exercise of its option in **Paragraph 7, OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 3, TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 3, TERM**:

3. **TERM:** The term of the Lease between COUNTY and LANDLORD for the Premises shall be extended for five (5) years, commencing from August 1, 2020 and expiring on July 31, 2025 (the “Fourth Extended Term”)

4. Effective August 1, 2020, DELETE in its entirety the existing **Paragraph 4, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT**:

4. **RENT:**

A. Subject to Paragraph 39, LANDLORD’S IMPROVEMENTS, COUNTY shall pay to LANDLORD the following Total Monthly Payments in arrears on the last day of each month and continuing during the Fourth Extended Term for the Premises. The Total Monthly Payments are equal to the sum of the Monthly Rent and Monthly Amortized Improvement Payment. The Monthly Amortized Improvement Payment shall stay constant and shall not be subject to annual increases; as reflected and included in the amounts set forth below:

Lease Year	Monthly Rent		Monthly Amortized Improvement Payment		Total Monthly Payments
February 1, 2020 thru July 31, 2020	\$54,250.00	+	\$0.00	=	\$54,250.00
August 1, 2020 thru July 31, 2021	\$48,250.00	+	\$5,959.07	=	\$54,209.07
August 1, 2021 thru July 31, 2022	\$48,250.00	+	\$5,959.07	=	\$54,209.07
August 1, 2022 thru July 31, 2023	\$49,938.75	+	\$5,959.07	=	\$55,897.82
August 1, 2023 thru July 31, 2024	\$51,686.61	+	\$5,959.07	=	\$57,645.68
August 1, 2024 thru July 31, 2025	\$53,495.64	+	\$5,959.07	=	\$59,454.71

B. Rent for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from COUNTY under this Lease via electronic funds transfer (EFT) directly deposited into the LANDLORD's designated checking or other bank account. LANDLORD shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

5. Effective August 1, 2020, DELETE in its entirety the existing **Paragraph 9, HOLDING OVER** and SUBSTITUTE therefore the following as a **new Paragraph 9, HOLDING OVER**:

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

6. Effective August 1, 2020, DELETE in its entirety the existing **Paragraph 14, MAINTENANCE** and SUBSTITUTE therefore the following as a **new Paragraph 14, MAINTENANCE**:

14. **MAINTENANCE**:

A. LANDLORD represents and warrants to COUNTY that as of the commencement date of the Fourth Extended Term, the Premises, the Building, and the Property, including but not limited to all structural elements, the building systems, and other improvements thereon are in good working order, condition, and repair and water-tight. During the Lease Term, including any extensions thereof, LANDLORD shall, at its sole cost and expense, provide the following services and perform all inspections, maintenance, repairs, and replacements as is necessary or as reasonably requested by COUNTY to keep in good working order, condition, and repair and water-tight, all structural elements, the building systems, and other improvements thereon, including but not limited to the following:

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

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

iii. All heating, ventilation and air conditioning ("HVAC") systems of the Premises, the Building, and the Property, inclusive of all components thereto and regardless of where situated on the Property; HVAC maintenance shall include, but is not limited to, providing certified air balance and maintenance service (with a copy of the certificate to be delivered to COUNTY on the commencement date of the Fourth Extended Term and on each second anniversary of said date during the Fourth Extended Term and any further extended terms) and replacing all filters on a quarterly basis; and

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

v. All grounds of the Property, 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

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

vii. Custodial, janitorial, and pest control services for the Premises (in accordance with Exhibit "B", attached to the Third Amendment to the Lease, the Building, and the Property; including, but not limited to, due to vandalism; and

viii. At any time on or after February 1, 1995 and on each seventh anniversary of said date thereafter during the term of the Lease, including any extensions thereof, at COUNTY's election, in its sole 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", Improvement 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 years has elapsed since the date of COUNTY's immediately preceding election.

ix. At any time on or after February 1, 1995 and on each third anniversary of said date thereafter during the term of the Lease, including any extensions thereof, at COUNTY's election, in its sole 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", Improvement 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 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. If: (i) COUNTY requests maintenance and LANDLORD does not commence the performance of its maintenance obligations within ten (10) days of receiving such request or does not diligently prosecute its obligations to completion thereafter; or (ii) in the case of an emergency, whether or not COUNTY has given notice to LANDLORD, LANDLORD does not immediately perform its obligations, then in both instances, COUNTY may (but is not obligated to) perform LANDLORD'S obligations, in which case, LANDLORD shall reimburse COUNTY the sum actually expended by COUNTY (including but not limited to charges for COUNTY employees and equipment) in the performance of LANDLORD's obligations. The sum expended by COUNTY shall be due from LANDLORD to COUNTY within five (5) days of notice of COUNTY's invoice to LANDLORD along with documentation supporting the expended costs, and if paid at a later date, shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by LANDLORD. If LANDLORD fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to deduct from future Monthly Rent or other sums due the amount COUNTY has paid until COUNTY is reimbursed in full for the sum and interest thereon. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in the Lease.

D. In the event of any that any maintenance, repair, or replacement by LANDLORD causes, as determined by COUNTY in its sole discretion, the Premises or the Allocated Parking to be inaccessible or the Premises or any portion thereof to be unusable for COUNTY to conduct its operations, Monthly Rent and other sums due under the Lease shall be abated for the commencement of the need for maintenance, repair, or replacement until such time that said maintenance, repair, or replacement is fully completed in proportion to the Premises or portion thereof that is inaccessible or unusable by COUNTY.

E. At COUNTY's election, in its sole discretion, LANDLORD, shall, at LANDLORD's sole cost and expense, hire a licensed, bonded, and qualified property management company to manage the Property and perform LANDLORD'S maintenance 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, the Building, and the Property 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.

7. Effective August 1, 2020, DELETE in its entirety the existing **Paragraph 24, LANDLORD'S REMEDIES ON COUNTY'S DEFAULT** and SUBSTITUTE therefore the following as a **new Paragraph 24, LANDLORD'S REMEDIES ON COUNTY'S DEFAULT**:

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

8. Effective August 1, 2020, DELETE in its entirety the existing **Paragraph 26, NOTICES** and SUBSTITUTE therefore the following as a **new Paragraph 26, NOTICES**:

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

LANDLORD's address: Pioneer Partners, Inc.
57402 Twentynine Palms Highway, Suite 9
Yucca Valley, CA 92284

COUNTY's address: County of San Bernardino
Attn: Real Estate Services Department
385 N. Arrowhead Avenue, Third Floor
San Bernardino, CA 92415

9. Effective August 1, 2020, DELETE in its entirety the existing Paragraph 39, LANDLORD'S IMPROVEMENTS and the existing Exhibit "A" and SUBSTITUTE therefore the following as a new Paragraph 39, LANDLORD'S IMPROVEMENTS and a new Exhibit "A" and a new Exhibit "F", each attached to this Sixth Amendment and incorporated herein by reference:

39. **LANDLORD'S IMPROVEMENTS:**

A. LANDLORD, at its sole cost and expense but subject to reimbursement through the COUNTY's payment of the Monthly Amortized Improvement Payment as set forth in Paragraph 4 of this Sixth Amendment, agrees to make the improvements to the Premises as more specifically set forth in Exhibit "A", Improvement Standards and Specifications and the Lease, including but not limited to this Paragraph 39, LANDLORD'S IMPROVEMENTS and Paragraph 12, HEALTH, SAFETY, AND FIRE CODE REQUIREMENTS (the "Improvements"). The Improvements shall be deemed completed and upon the occurrence of all of the following: (i) completion in accordance with Exhibit "A" and the Lease, including but not limited to this Paragraph 39, LANDLORD'S IMPROVEMENTS and Paragraph 12, HEALTH, SAFETY, AND FIRE CODE REQUIREMENTS, (ii) COUNTY's receipt of a final certificate of occupancy for the Premises, and if applicable, the Building and the Property, issued by all relevant governmental authorities, and (iii) written acceptance (without waiving any defects) by an authorized representative of COUNTY for the Improvements for COUNTY's intended use (collectively, the "Required Condition").

B. In the event LANDLORD contracts for the construction of the Improvements or any portion thereof, LANDLORD shall comply with the provisions of California Public Contract Code Sections 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, the provisions set forth in Exhibit "F" 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, contractors, and agents from any claims, actions, losses, damages and/or liability arising out of or related to the obligations set forth in this paragraph. The LANDLORD's indemnity obligations shall survive the COUNTY's tenancy and shall not be limited by the existence or availability of insurance.

C. The parties agree to a fixed cost for the Improvements to be constructed in the Required Condition of Three Hundred Fifty-Seven Thousand, Five Hundred Forty-Four and 38/100 Dollars (\$357,544.38) ("Fixed Improvement Cost"). In the event that actual costs for the Improvements exceed the Fixed

Improvement Cost, such excess costs shall be at LANDLORD's sole responsibility at LANDLORD's sole cost and expense without reimbursement by COUNTY unless any excess costs incurred by LANDLORD are due to County-requested change order(s) that are approved by an authorized representative of COUNTY in writing or pursuant to a written amendment to this Lease that is mutually executed by the authorized signatories of the parties, either of which must occur prior to LANDLORD incurring any costs in excess of the Fixed Improvement Cost.

D. LANDLORD agrees and understands that it will promptly commence the construction of the Improvements immediately following execution of this Sixth Amendment and diligently pursue the Improvements to completion in the Required Condition by no later than August 1, 2020. LANDLORD agrees to provide the COUNTY a written progress report every thirty (30) days after the mutual execution of this Sixth Amendment. The report shall contain up-date information of construction progress, including but not limited to the notification of any permit approval. LANDLORD shall immediately notify COUNTY in writing of any anticipated or actual delays to the completion date of August 1, 2020. In the event LANDLORD fails to timely notify COUNTY in writing of any such delay and/or if such delays are not verified by COUNTY as being solely and directly caused by COUNTY, the completion date shall not be modified and COUNTY shall have the remedies set forth in Paragraph 39, E. If LANDLORD provides written notice of such delay and COUNTY verifies that such delay is solely and directly caused by COUNTY, the completion date shall be extended for a period equivalent to the period of such verified delay.

E. LANDLORD acknowledges that late completion of the Improvements in the Required Condition will cause COUNTY to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if LANDLORD does not complete the Improvements in the Required Condition by August 1, 2020, LANDLORD agrees to pay the COUNTY liquidated damages of Five Hundred and 00/00 Dollars (\$500.00) for each day of delay, commencing from August 1, 2020 until the date the Improvements are completed in the Required Condition, provided at any time on or after August 1, 2020, the COUNTY shall have the option, in its sole discretion, to terminate this Lease for LANDLORD's failure to so complete the Improvements. The parties agree that this charge represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late completion. Acceptance of any charge shall not constitute a waiver of LANDLORD's default or prevent COUNTY from exercising any of the other rights and remedies available to COUNTY. In the event COUNTY terminates the Lease in accordance with this paragraph, all Monthly Amortized Improvement Payments paid to LANDLORD for the Improvements shall be refunded to COUNTY.

F. LANDLORD understands and agrees not to make any modifications to the Improvements unless due to County-requested change order(s) that are approved by an authorized representative of COUNTY in writing or pursuant to a written amendment to this Lease that is mutually executed by the authorized signatories of the parties, either of which must occur prior to LANDLORD making any modifications. Any modifications other than as permitted herein will be at the sole expense of the LANDLORD and not the COUNTY.

G. In the event that during construction of the Improvements, an authorized representative of the COUNTY requests any new specifications or any modifications to the existing specifications for the Improvements the proposed new specifications or modifications will be classified as a proposed change order, and prior to incurring any costs or commencing any work for any proposed change order, the LANDLORD must promptly provide the COUNTY's authorized representative of the proposed costs and timing impacts to the projected completion date of the Improvements, if any, as a result of proposed change order. If the COUNTY approves the cost and timing impacts for the proposed change order, the authorized representatives of the parties will execute a written change order documenting the agreed new or modified specifications, costs, and timing for subject work. LANDLORD will thereafter contract directly with its contractors and/or vendors to commence and complete the agreed change order work. COUNTY's authorized representative may process one or more change orders in accordance with this paragraph, provided that the total of all approved change orders shall not exceed Forty-Five Thousand and 00/100 Dollars (\$45,000), which approved changed orders shall be paid through a COUNTY purchase order and without an adjustment to Paragraph 4, RENT. Any approved change orders that causes the aggregate cost of all change order to exceed \$45,000 shall require a formal amendment to this Lease that is executed by the authorized signatories of the parties.

H. LANDLORD understands and agrees that from the time that this Sixth Amendment is executed through the completion of the Improvements in the Required Condition, LANDLORD shall not assign or transfer a controlling interest in the Premises to a third party, without COUNTY's prior review and approval. 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.

I. LANDLORD, at its sole expense, must furnish all of the design, material, labor and equipment required to construct the improvements in the Required Condition, apply for and obtain all permits, licenses, certificates, and approvals necessary for the construction of the Improvements, and provide all site plans, space design plans, construction plans for the Improvements to COUNTY on a compact disc-recordable (CD-R) in file format compatible with MS-DOS and AutoCAD 2002 software (.dwg file extension).

10. Effective August 1, 2020, DELETE in its entirety the existing **Paragraph 43, SUBORDINATION AND ATTORNMENT, sub-paragraph d** and SUBSTITUTE therefore the following as a new **Paragraph 43, SUBORDINATION AND ATTORNMENT, sub-paragraph d** and ADD a new Exhibit "G", which is attached to this Sixth Amendment and incorporated herein by reference:

43. **SUBORDINATION AND ATTORNMENT:**

d. COUNTY shall execute a subordination, non-disturbance, and attornment agreement substantially in the form of Exhibit "G", attached hereto and incorporated herein by reference.

11. Effective August 1, 2020, DELETE in its entirety the existing **Paragraph 45, USE OF AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FUND AND REQUIREMENTS** and SUBSTITUTE therefore the following as a new **Paragraph 45:**

45. **RESERVED.**

12. Effective August 1, 2020, DELETE in its entirety the existing **Paragraph 46, SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS** and SUBSTITUTE therefore the following as a new **Paragraph 46:**

46. **RESERVED.**

13. ADD a new **Paragraph 48, VENUE** as follows:

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

14. ADD a new **Paragraph 49, PUBLIC RECORDS DISCLOSURE** as follows:

49. **PUBLIC RECORDS DISCLOSURE.** LANDLORD acknowledges and agrees that all information received by COUNTY from LANDLORD or any source concerning the Lease or the Property, including the Lease itself, may be treated by COUNTY as public information, subject to disclosure under the provisions of the California Public Records Act (Government Code Section 6250 *et seq.*), the Ralph M Brown Act, or any other open records laws ("Public Records Laws"). LANDLORD further acknowledges and agrees that, although all information received by COUNTY in connection with the Lease or the Property are intended for the exclusive use of COUNTY, such information is potentially subject to disclosure under Public Records Laws. In the event LANDLORD, at the time any information is provided to COUNTY, has reasonably requested in writing that certain information as to the Lease or the Property be held in confidence and a request for disclosure of such information is thereafter received

by COUNTY, COUNTY shall endeavor to notify LANDLORD of said request and shall thereafter disclose the requested information unless LANDLORD, within five (5) days of COUNTY's notice of such disclosure request: (i) requests that the information not be disclosed; (ii) provides a legally sound basis for nondisclosure (as determined in COUNTY's sole discretion); and (iii) agrees in writing to indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of or related the required disclosure. Notwithstanding anything to the contrary in the Lease, if COUNTY does not notify LANDLORD of such disclosure request or if COUNTY does not deem LANDLORD's basis for nondisclosure to be legally sufficient, as determined by COUNTY in its sole discretion, COUNTY shall not be liable for any claims for damages, lost profits, or other injuries of any and all kinds and LANDLORD waives any and all such claims against COUNTY. LANDLORD's indemnity obligation shall survive the expiration or earlier termination of the Lease.

15. ADD a new Paragraph 50, **CONFIDENTIALITY** as follows:

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

16. ADD a new Paragraph 51, **HAZARDOUS SUBSTANCES** as follows:

51. **HAZARDOUS SUBSTANCES.**

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

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

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

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

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

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

17. ADD a new Paragraph 52, **CONDEMNATION** as follows:

52. **CONDEMNATION.**

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

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

C. Partial. In the event that any portion of the Premises, the Allocated Parking, the Building, the Property, or COUNTY's access thereto, is taken by Condemnation and COUNTY determines, in its sole discretion, that COUNTY is unable to conduct its operations at the Premises as a result of such partial

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

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

18. ADD a new Paragraph 53, COUNTY'S RIGHT TO TERMINATE THE LEASE as follows:

53. **COUNTY'S RIGHT TO TERMINATE LEASE:**

A. The COUNTY shall have the right to terminate this Lease at any time 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 give LANDLORD notice of any termination pursuant to this paragraph at least ninety (90) days prior to the date of termination. In the event COUNTY terminates this Lease pursuant to this paragraph, the LANDLORD shall have the right to receive from COUNTY only the amounts due under the Lease through the effective termination date.

B. If, during the Fourth Extended Term, COUNTY exercises its right to terminate the Lease pursuant to Paragraph 53.A, the LANDLORD shall be entitled to receive: (i) the monthly rent due through the effective termination date; and (ii) the unpaid Monthly Amortized Improvement Payments, as set forth in Paragraph 4, RENT, for the period after the effective termination date through the scheduled expiration date of the Fourth Extended Term (being July 31, 2025), which payments shall, notwithstanding the earlier termination of the Lease, continue to be payable in monthly installments (without interest or any additional charge) in accordance with the schedule set for in Paragraph 4. For purposes of illustration only, if COUNTY exercised its option to terminate the Lease pursuant to Paragraph 53.A. effective July 31, 2023, the Lease shall terminate on July 31, 2023 except that COUNTY shall continue to pay the Monthly Amortized Improvement Payments of \$5,959.07, as set forth in Paragraph 4, RENT, each month in arrears for the period August 1, 2023 through July 31, 2025.

C. If, at any time after the Fourth Extended Term or any further extended terms thereof, COUNTY exercises its right to terminate the Lease pursuant to Paragraph 53.A, the LANDLORD shall be entitled to receive only the monthly rent due through the effective termination date. No Monthly Amortized Improvement Payments shall be payable given that the Improvements would have been fully amortized at such time.

19. ADD a new Paragraph 54, INTERPRETATION as follows:

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

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

END OF THE SIXTH AMENDMENT.

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COUNTY OF SAN BERNARDINO

PIONEER PARTNERS, INC

►

Curt Hagman, Chairman, Board of Supervisors

By ► 
(Authorized signature - sign in blue ink)

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

Name Frank Heard
(Print or type name of person signing contract)

Lynna Monell, Clerk of the Board
of Supervisors
of the County of San Bernardino

Title President
(Print or Type)

By _____
Deputy

Dated: 7-1-2020

Address 56809 Twentynine Palms Way
Juana Valley CA 92784

FOR COUNTY USE ONLY

Approved as to Legal Form
► 
Agnes Cheng, Deputy County Counsel
Date 6/23/2020

Reviewed for Contract Compliance
► _____
Date _____

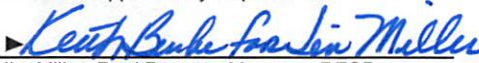
Reviewed/Approved by Department
► 
Jim Miller, Real Property Manager, RESD
Date 7/8/2020

EXHIBIT "A" IMPROVEMENT STANDARDS AND SPECIFICATIONS

HUMAN SERVICES (COUNTY),
Transitional Assistance Department (TAD), Department of Aging & Adult Services (DAAS)
Yucca Valley

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.

On all items listed within **Exhibit "A"**, Project 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, (**AP-1**), 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**.

1.10 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 (**CT-1**) and (**CT-4**) 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. 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 must be installed convenient to sink and microwaves, 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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ h.p, In-Sink Erator or **COUNTY** approved equal
- g. Space for 21 C.F. refrigerators with icemakers. See Room by Room Section 3.0 for quantities and project specific information.
- h. Space on counter top for 1 $\frac{1}{2}$ C.F. microwave ovens. See **Room by Room Section 3.0** for quantities and project specific information.
- i. Plumbing connection for icemaker shall be recessed into wall, one per refrigerator.
- j. All water line connections from recessed valve to refrigerators 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 smells 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.
- 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 be compliant to all applicable health, safety, and ADA codes.
- c. Floors: Glazed porcelain tile, 2" x 2", *American Olean* or *Daltile (CT-4)*. 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, (CT-2)*, tiled floor to ceiling with an accent tile (**CT-3**) 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. Design: Recessed canned lighting over sink and cabinet, minimum of one (1) light per sink.
- g. 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**.
- h. 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.
- i. Hot water heater set at 110 degrees, with a recirculating hot water loop to eliminate cold water wait times.
- j. 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.
- k. 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.
- l. Urinals, white, Kohler Dexter K-5016-ET, with hands free flushing feature.
- m. Stall and urinal partitions are to be brushed Stainless Steel (graffiti resistant), **COUNTY** to approve selections. Stalls are to be Overhead Braced in addition to both walls and floor 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." All partitions are to be installed with minimum gaps.
- n. 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.

- o. 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 woman's restroom stall; sanitary napkin dispenser and 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 and sized to hold adequate supplies, and be approved by **COUNTY**.
- p. One (1) automatic air freshener per restroom, to be approved by **COUNTY**. Refills to be provided by **LANDLORD**.
- q. Exhaust fans are required in each restroom and should provide one (1) exchange every 10 minutes.
- r. Provide and install, per all manufacturers' guidelines, diaper changing tables in each restroom and public restroom: Diaper Deck manufactured by American Infant Care Products, Koala, Rubbermaid Commercial line, or **COUNTY** approved equal.
- s. All restrooms to have emergency back-up lights, **COUNTY** to approve design and manufacturer.

1.19 DRINKING FOUNTAIN:

- a. Where required, **LANDLORD** to provide two-station wall mount electric refrigerated water cooler, installed per manufacturer's and ADA guidelines.

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 OUTSIDE 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** approval is required.
- d. **LANDLORD** to supply a minimum of four (4) commercial-type picnic table 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 bid 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 a parking ratio to building square footage of (#) per 1,000 square feet.
- b. **COUNTY** to install exterior camera system mounted to building exterior walls and in parking lot. **LANDLORD** to provide and install necessary penetrations, conduit runs and electrical boxes to mount the cameras. This system will need to be designed by **COUNTY** on a project by project basis. All system components will be discussed with **LANDLORD** during the plan development meetings.

1.32 **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/ampereage 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 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 require 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 ¾-inch EMT conduit connected to a 2s/4s wall box at standard outlet elevation, stubbed off 6 inches above the drop ceiling. Each conduit will require a plastic bushing on the rough end. Where modular furniture is to be installed in an office, coordination for conduit placement is required.

2.15 INTER FLOOR CONDUITS:

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

2.16 CONDUIT SLEEVES:

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

2.17 BUILDING INTERCONNECT:

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:

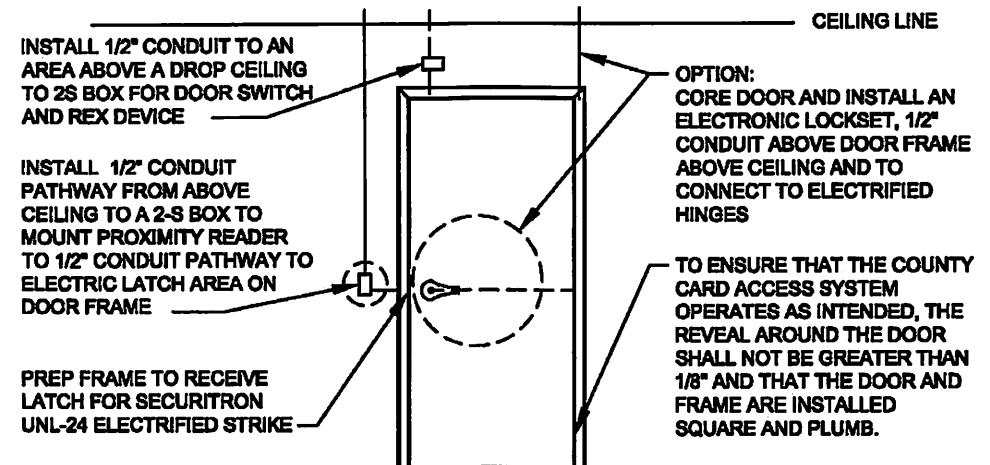
Conduit sleeves through firewalls, block, or concrete walls connecting units within a building or to adjacent buildings shall use either 3-inch or 4-inch I.D. Gray PVC Conduit, unless otherwise specified by code. These sleeves will extend 5-inches on either side of the wall, and will be made fire safe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

2.19 EARTHQUAKE BRACING:

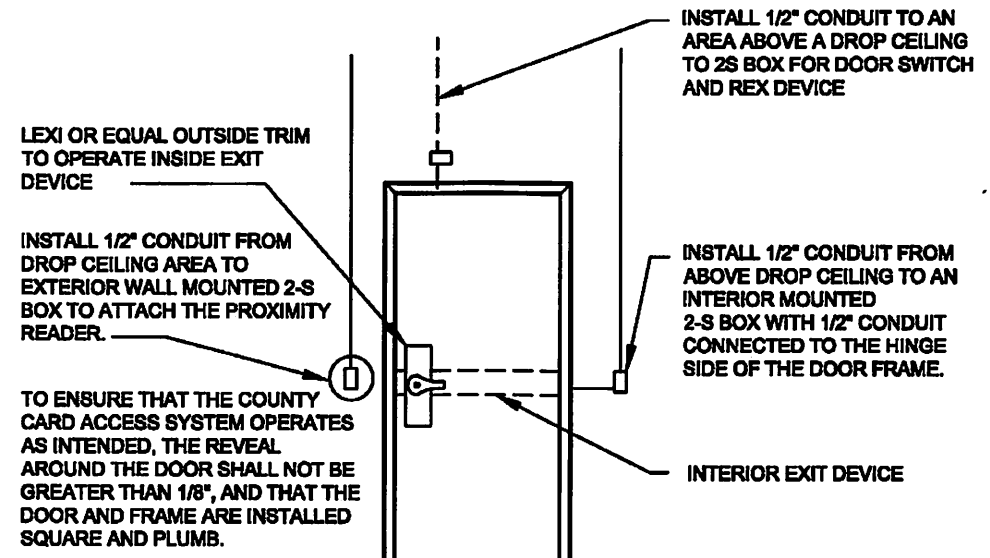
Earthquake bracing of equipment cabinets and data racks will be provided by the Information Services Department/COUNTY.

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 (FSE) where allowed. The trim can be ordered with a device, added to an existing 99/99 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 night latch function.

The E996L electrified trim replaces the current "E" electric feature on 99/99 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 0927L-BE 3' US26D E996.
2. Device type, R/V (rim/surface or concealed vertical rod) or M (mortise).
3. RHR is furnished standard if not specified.
Field reversible.
4. Lever style (06 lever is furnished standard).
5. Finish: US3, US4, US10, US10B, SP313, US26, US26D, SPBLK, 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)

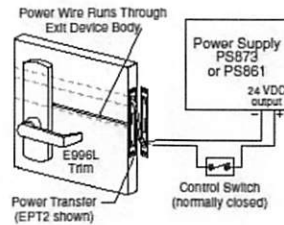


Figure 2 - Von Duprin cut sheet

SHELVING UNIT SPECIFICATIONS

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

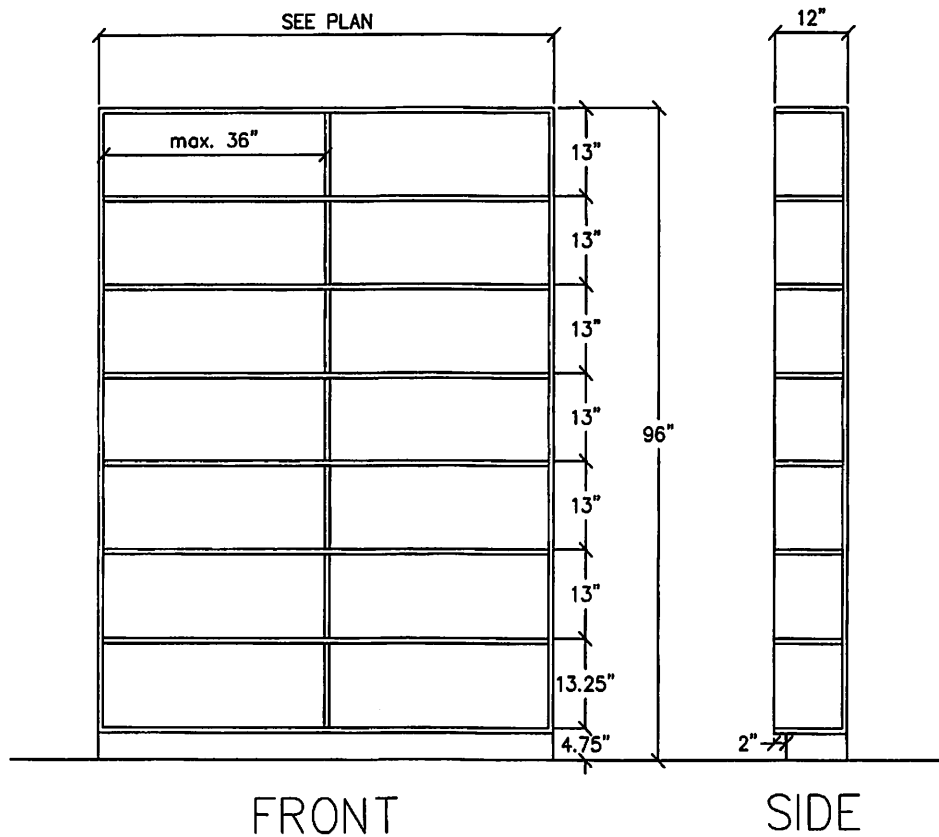


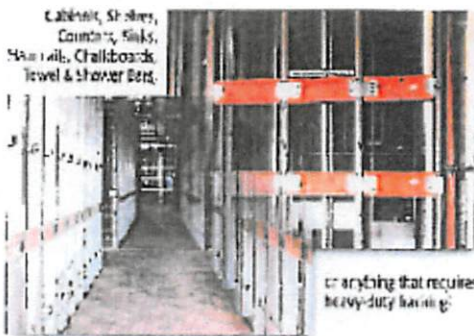
Figure 3 - Shelving Unit specifications

JUST SNAP, FLEX and SCREW

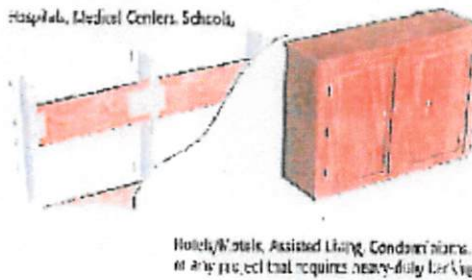
Reduce steel stud backing installation time up to 90%. It's that fast!



The Perfect Backing Solution for:



Commonly Used in:



Features and Benefits:

- Reduces installation time up to 90%
- Available for 16" and 24" O.C. framing
- Eliminates cutting, nailing, ripping and sanding
- Made with Driwrap® fire-retardant treated wood

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

Product Specifications and Packaging

Product Code	Width in. mm	Length in. mm	Weight/Piece Lbs. kg	Packaging Pcs/Box C
D16F	5-1/2" 140	48" 1219	2.1/4 0.96	240
D24F	6" 152	48" 1219	2.1/4 0.96	240

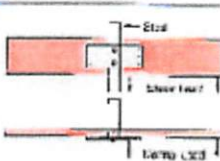
* See our Price Book for quantities and pricing. We're here to help you get the most out of your investment.

Our patented L-LOCK® blocks are only used in hospitals and military medical centers. They used additional wood backing methods on the 16" floor and 24" wall studs. We manufactured them in "blocks" and in the actual long run system of backing, it took the same 3 feet 9 inches!

Randy Yannis
Gen. Mgr. Supply - Green Bay

Ultimate Load Value

EWT Product Code	Shaker Load Max. lbs.	Norm. LDC Max. lbs.
D16F	264	316
D24F	125	158



NOTE: Load values are based on 16" O.C. framing. For 24" O.C. framing, consult your local distributor for load values. For more information, contact your local distributor.

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Dietrich Metal Framing, Inc.



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

Figure 5 - Dietrich Backing cont'd

3.0 ROOM BY ROOM SPECIFICATIONS

Room Number	Floor	Walls	Comments
101 New TAD Lobby	CT1	P1, match existing	<ul style="list-style-type: none"> • Patch and paint existing walls. • Replace and/or relocate suspended ceiling, lighting and HVAC as required. See Sections 1.1, 1.2 and 1.3. • Approximately, 1,696 square feet new tile flooring. COUNTY to approve selection. See Section 1.10 • See Figure 6 – “Proposed Floor Plan”.
102 DAAS Reception	Carp (replace exist'g with new)	P1, match existing	<ul style="list-style-type: none"> • New drywall over stud walls as shown on plan. See Figure 6 – “Proposed Floor Plan”. • Replace and/or relocate suspended ceiling, lighting and HVAC as required. See Sections 1.1, 1.2 and 1.3. • (3) transaction windows as shown on plan with ½” shatterproof, safety offset glass with pass through per attached detail. COUNTY to approve drawing submittal prior to installation. See Figure 7 – “Proposed Transaction Window Detail”. • (1) lockable door with vision panel, storeroom function, keyed separately. Card access system to be installed. See Section 1.17.
102A TAD Reception	Carp (replace exist'g with new)	P1, match existing	<ul style="list-style-type: none"> • (3) transaction windows as shown on plan with ½” shatterproof, safety offset glass with pass through per attached detail. COUNTY to approve drawing submittal prior to installation. See Figure 7 – “Proposed Transaction Window Detail”. • Replace and/or relocate suspended ceiling, lighting and HVAC as required. See Sections 1.1, 1.2 and 1.3. • (1) dedicated electrical circuit or as required for new modular furniture lay-out. See Section 1.21 for additional information. • (1) duplex receptacle convenience outlet COUNTY to approve location. • (1) data/phone box with ¾” conduit stubbed out above ceiling. COUNTY to approve location. • Patch and paint existing walls.

Room Number	Floor	Walls	Comments
			<ul style="list-style-type: none"> • See Figure 6 – “Proposed Floor Plan”.
102B Copy/Print Area	Carp (replace exist'g with new)	P1, match existing	<ul style="list-style-type: none"> • Replace and/or relocate suspended ceiling, lighting and HVAC as required. See Sections 1.1, 1.2 and 1.3. • 2 NEMA type 5-20R receptacles on dedicated circuits. • 2 data/phone receptacles • 2 duplex receptacles • (1) lockable door with vision panel, storeroom function, keyed separately. Card access system to be installed. See Section 1.17. • See Figure 6 – “Proposed Floor Plan”.
146 New Interview	Carp (exist'g to remain, new to match exist'g)	P1, match existing	<ul style="list-style-type: none"> • Approximately (20) dedicated electrical circuits as required to support new modular furniture lay-out and equipment. See Section 1.21 for additional information. • (2) lockable doors with vision panel, storeroom function, keyed separately. Card access system to be installed. See Section 1.17. • Replace and/or relocate suspended ceiling, lighting and HVAC as required. See Sections 1.1, 1.2 and 1.3. • See Figure 6 – “Proposed Floor Plan”. COUNTY to approve design and materials. • Patch and paint existing walls. • Repair and/or clean damaged carpet as required.

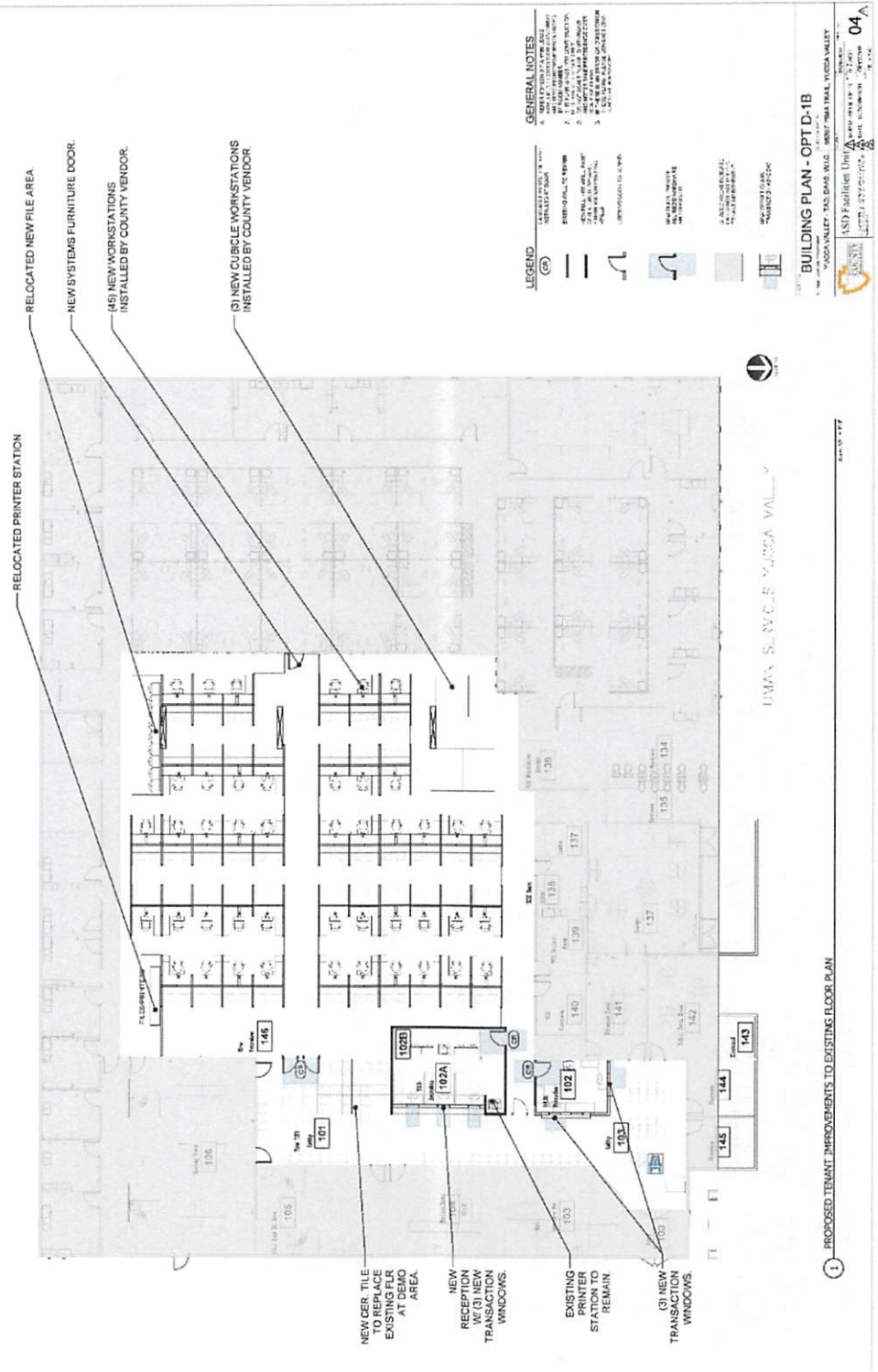


Figure 6 - Proposed Floor Plan

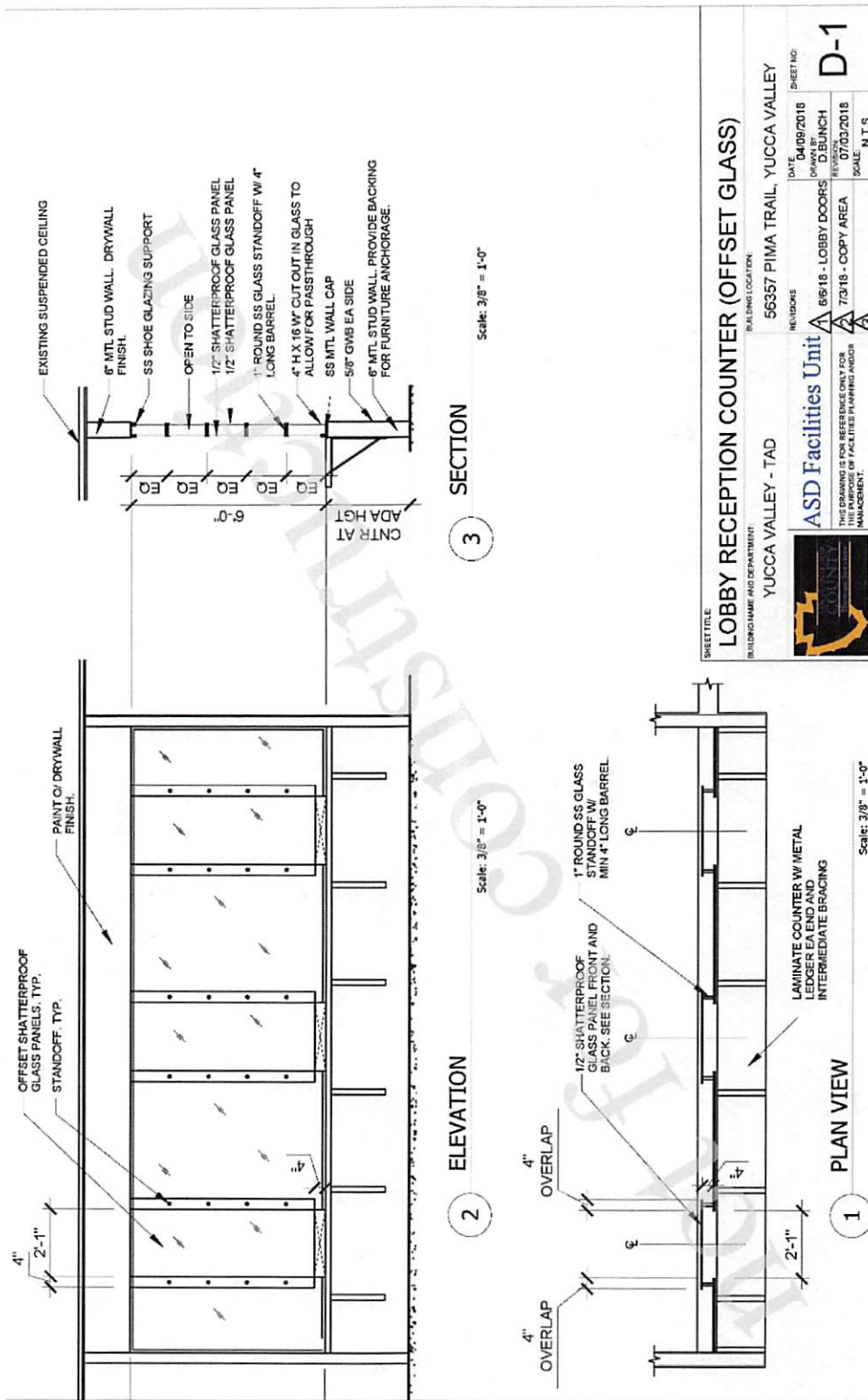


Figure 7 - Proposed Transaction Window Detail

SHEET TITLE
LOBBY RECEPTION COUNTER (OFFSET GLASS)

BUILDING NAME AND DEPARTMENT
 YUCCA VALLEY - TAD

BUILDING LOCATION
 56357 PIMA TRAIL, YUCCA VALLEY

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	04/09/2018
2	ISSUED FOR PERMITS	07/03/2018

DATE 04/09/2018
ISSUED FOR PERMITS
REVISION 07/03/2018
SCALE N.T.S.

ASD Facilities Unit
 THIS DRAWING IS FOR REFERENCE ONLY FOR PERMITS MANAGEMENT.

ASD

D-1

EXHIBIT "E"
PREMISES

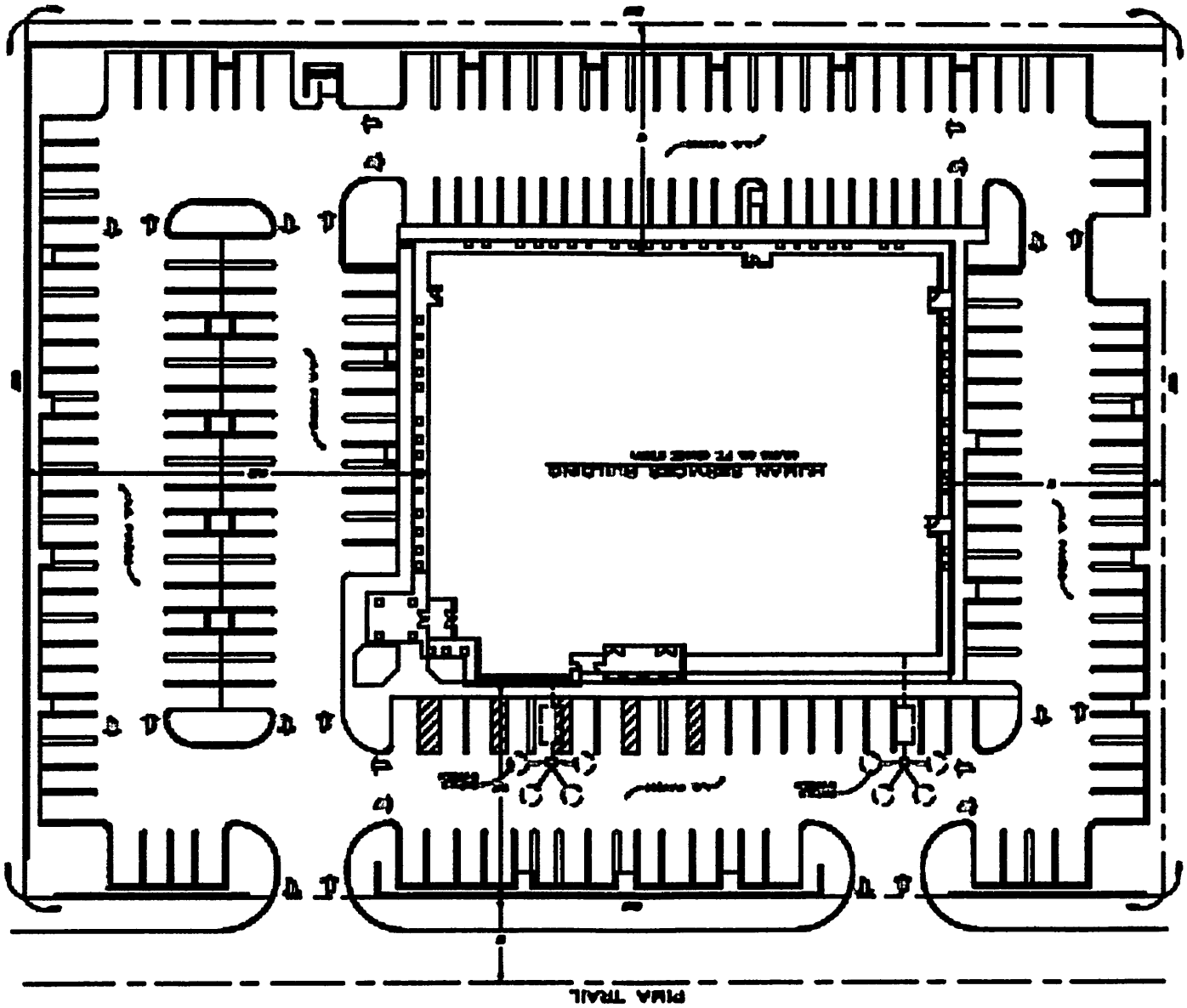


EXHIBIT "F"
PREVAILING WAGE REQUIREMENTS

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

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., 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 Improvements 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 Improvements, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Improvements, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

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

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to 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 Improvements. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <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 Improvements.

5. Payroll Records:

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

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to 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 Improvements 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 Improvements or upon any part of the Improvements, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

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

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

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
- i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) 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 liability 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 Improvements shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Improvements. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice.*

- iii. Contractors shall submit the contract award information (you may use form DAS 140) within 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 "G"

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

RECORDED AT REQUEST OF
AND TO BE RETURNED TO:

Attn: _____

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

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

(Name and type of entity)

Recitals

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

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

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

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

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

Covenants

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

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

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

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

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

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

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

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

postage pre-paid, first-class United States mail, certified or registered, return receipt requested, if on a COUNTY business day; otherwise on the next COUNTY business day:

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

to Landlord: _____

Attn: _____

to Lender: _____

Attn: _____

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

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

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

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

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

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

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

LANDLORD:

COUNTY:

Date: _____

Date: _____