



ORIGINAL

Contract Number
08-186 A4

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	Palm Court Office Solutions 1, LLC
Contractor Representative	Ron Shahbandi, Manager
Telephone Number	(714) 801-7818
Contract Term	3/1/10– 08/31/2030
Original Contract Amount	\$13,625,385
Amendment Amount	\$20,211,019
Total Contract Amount	\$33,836,404
Cost Center	
GRC/PROJ/JOB No.	57002073
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as tenant, and Palm Court Office Solutions 1, LLC ("LANDLORD"), as landlord, entered into Lease Agreement, Contract No. 08-186 dated March 11, 2008, as amended by the First Amendment dated June 16, 2009, the Second Amendment dated April 27, 2010, and the Third Amendment dated May 25, 2010, (collectively, the "Lease") wherein LANDLORD agreed to lease certain premises at 15010 Palmdale Road, Victorville, CA, as more specifically described in the Lease, to COUNTY for a term that expired on February 29, 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 March 1, 2020 through August 31, 2020 with LANDLORD'S express consent, extend the term of the Lease thereafter for ten (10) years from September 1, 2020 through August 31, 2030 through the COUNTY'S concurrent exercise of two existing five year options to extend the term of the lease, add two five-year options to extend the term of the Lease, correct the square footage of the premises by adding approximately 639 square feet for an existing outdoor break area that was inadvertently not included in the original lease, increasing the total premises from approximately 41,600 square feet to approximately 42,239 square feet, provide for turnkey tenant improvements to be performed by LANDLORD with the costs amortized over the 10-year extended term of the Lease, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically as set forth in this amendment ("Fourth Amendment"); and,

WHEREAS, the parties acknowledge and agree that LANDLORD is responsible for providing all maintenance pursuant to Paragraph 15, MAINTENANCE of the Lease, the cost of which is included in the monthly rent; and

WHEREAS, due to an increase in vandalism, graffiti, plumbing clogs, sanitary testing and remediation, based on County's best practices, for water intrusions, pest control, and other maintenance events, LANDLORD has incurred additional costs to provide maintenance pursuant to Paragraph 15, MAINTENANCE; and

WHEREAS, the parties desire that LANDLORD continue to provide all maintenance pursuant to Paragraph 15, MAINTENANCE (without regard to whether a maintenance event is caused by COUNTY, its invitees, or others), but due to LANDLORD's increased costs to provide such maintenance, in addition to the monthly rent, COUNTY agrees to pay LANDLORD a fixed supplemental maintenance fee in the amount of \$0.10 per square foot per month of the premises;

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 10, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from March 1, 2020 through August 31, 2020 at a monthly rental amount of \$134,406.00 per month.

2. Effective September 1, 2020, DELETE in its entirety the existing **Paragraph 2, PREMISES LEASED** and the existing Exhibit "A", Premises Specifications, and SUBSTITUTE therefore the following as a new **Paragraph 2, PREMISES LEASED** and a new Exhibit "A", Premises, which is attached to this Fourth Amendment and incorporated herein by reference:

2. **PREMISES LEASED:** LANDLORD leases to COUNTY and COUNTY leases from LANDLORD the original premises of approximately 41,000 square feet plus additional premises of approximately 639 square feet, comprising an existing outdoor break area that was inadvertently not included in the original lease, for a total premises of 42,329 square feet of building, real property, and other improvements, with two hundred forty (240) parking spaces, including handicap parking, located at 15010 Palmdale Road, Victorville, California ("Premises"), as described in Exhibit "A", Premises along with the right, at no additional cost, of COUNTY and its employees, contractors, agents, and invitees to shared use of over 360 additional parking spaces located at the adjacent LANDLORD-owned property at 15020 Palmdale Road, Victorville, California with the tenants and users of said adjacent property, on a first come, first serve basis. LANDLORD represents and warrants to COUNTY that any existing lease and/or use agreement in effect at LANDLORD's adjacent property permits the COUNTY's shared use of the parking spaces at the adjacent property on a first come, first serve basis. LANDLORD covenants that for the term of this Lease, including any extensions thereof, any existing or subsequent lease and/or use agreements at the LANDLORD's adjacent property, including any amendments thereof, shall permit the COUNTY's shared use of the parking spaces at the adjacent property on a first come, first serve basis. For avoidance of doubt, the tenants and users under any lease or use agreements in effect at the LANDLORD's adjacent property shall not have any reciprocal or other rights to shared use of the parking spaces at the Premises during the term of this Lease unless said tenant and/or user at the adjacent property is the COUNTY or any entity owned or controlled by COUNTY and such shared use is approved by COUNTY.

3. Effective September 1, 2020, pursuant to the COUNTY's concurrent exercise of its two existing five-year options 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 ten (10) years, commencing from September 1, 2020 and expiring on August 31, 2030 (the "First Extended Term")

4. Effective September 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 43, LANDLORD'S IMPROVEMENTS, COUNTY shall pay to LANDLORD the following Total Monthly Payments in arrears on or before the last day of each month of each lease year during the First Extended Term, as more specially set forth below. The Total Monthly Payments are equal to the sum of the Monthly Base Rent, the Monthly Fixed Supplemental Maintenance Fee of \$0.10 per square foot per month of the Premises due to LANDLORD's increased costs to provide all maintenance pursuant to Paragraph 15, MAINTENANCE (without regard to whether a maintenance event is caused by COUNTY, its invitees, or others), and the Monthly Amortized Improvement Payment. The Monthly Base Rent shall be subject to adjustments as more specifically set forth below, but the Monthly Fixed Supplemental Maintenance Fee and the Monthly Amortized Improvement Payment shall stay constant and shall not be subject to any annual increases.

Lease Year	Monthly Base Rent	Monthly Fixed Supplemental Maintenance Fee	Monthly Amortized Improvement Payment	Total Monthly Payment
September 1, 2020 thru August 31, 2021	\$126,987.00	\$4,232.90	\$6,287.46	\$137,507.36
September 1, 2021 thru August 31, 2022	\$131,431.55	\$4,232.90	\$6,287.46	\$141,951.91
September 1, 2022 thru August 31, 2023	\$136,031.65	\$4,232.90	\$6,287.46	\$146,552.01
September 1, 2023 thru August 31, 2024	\$141,472.92	\$4,232.90	\$6,287.46	\$151,993.28
September 1, 2024 thru August 31, 2025	\$147,131.83	\$4,232.90	\$6,287.46	\$157,652.19
September 1, 2025 thru August 31, 2026	\$153,017.10	\$4,232.90	\$6,287.46	\$163,537.46
September 1, 2026 thru August 31, 2027	\$159,137.79	\$4,232.90	\$6,287.46	\$169,658.15
September 1, 2027 thru August 31, 2028	\$165,503.30	\$4,232.90	\$6,287.46	\$176,023.66
September 1, 2028 thru August 31, 2029	\$172,123.43	\$4,232.90	\$6,287.46	\$182,643.79
September 1, 2029 thru August 31, 2030	\$179,008.37	\$4,232.90	\$6,287.46	\$189,528.73

B. Total monthly payments 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 September 1, 2020, DELETE in its entirety the existing Paragraph 7, OPTION TO EXTEND TERM, and SUBSTITUTE therefore the following as a new Paragraph 7, OPTION TO EXTEND TERM:

7. **OPTION TO EXTEND TERM:**

A. LANDLORD gives COUNTY two (2) options to extend the term of the Lease for five (5) years each on the same provisions and conditions, except for the monthly rent (each an "extended term") following expiration of the First Extended Term, by COUNTY giving notice of its intention to exercise the option to LANDLORD one year prior to the expiration of the preceding term or during any holding over pursuant to Paragraph 8, HOLDING OVER. The rent for each extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

If the parties have been unable to agree upon the said fair market rental rate within five (5) months of the COUNTY's notice to exercise an option for each extended term, said fair market rental rate shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the fair market rental rate is determined by arbitration, the COUNTY has the right to terminate

the Lease by giving termination notice to the LANDLORD within thirty (30) days of being notified of the new fair market rental rate.

6. Effective September 1, 2020, DELETE in its entirety the existing **Paragraph 10, HOLDING OVER**, and SUBSTITUTE therefore the following as a new **Paragraph 10, HOLDING OVER**:

10. **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 Base Rent and the Monthly Fixed Supplemental Maintenance Fee 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.

7. Effective September 1, 2020, DELETE in its entirety the existing **Paragraph 13, HEALTH, SAFETY, and FIRE CODE REQUIREMENTS**, and SUBSTITUTE therefore the following as a new **Paragraph 13, HEALTH, SAFETY, and FIRE CODE REQUIREMENTS**:

13. **HEALTH, SAFETY, and FIRE CODE REQUIREMENTS.**

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

B. LANDLORD certifies to COUNTY that as of the initial commencement date of this Lease, an inspection of the Premises has not been performed by a Certified Access Specialist in conjunction with the Lease. Notwithstanding that an access inspection has not been performed, LANDLORD remains obligated for the compliance of the Premises with applicable laws for the duration of the term of the Lease, including any extensions thereof. In the event that an access inspection is performed by LANDLORD at any time during the term of the Lease, including any extensions thereof, LANDLORD shall provide COUNTY with a copy of the inspection report and LANDLORD shall, at its sole cost and expense, promptly complete all required and recommended repairs and modifications to the Premises identified in the inspection report.

8. Effective September 1, 2020, DELETE in its entirety the existing **Paragraph 15, MAINTENANCE**, and SUBSTITUTE therefore the following as a new **Paragraph 15, MAINTENANCE**:

15. **MAINTENANCE.**

A. LANDLORD represents and warrants to COUNTY that as of the commencement date of the First 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 term of the Lease, 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:

(1) 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,

(2) 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

(3) 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 First Extended Term and on each second anniversary of said date during the First Extended Term and any further extended terms) and replacing all filters on a quarterly basis; and

(4) 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

(5) 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

(6) 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;

(7) 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

(8) At any time on or after March 1, 2024, 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 replace, at LANDLORD's sole cost and expense, the carpet throughout the

entire Premises, meeting the same criteria as specified in Exhibit "A-1", Improvement Standards and Specifications, within sixty (60) days after COUNTY's election. Following COUNTY's election, LANDLORD shall promptly obtain competitive bids, provide a schedule for the timely completion of the carpet replacement, and complete the carpet replacement within (60) days of COUNTY's election. If LANDLORD fails to timely perform and complete its obligations herein, COUNTY shall have the right to obtain three carpet replacement bids, present said bids to LANDLORD to verify a total Rent Credit due to COUNTY in the amount of the average of the three (3) bids, 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 term of the Lease, including any extensions thereof, provided that at least seven years has elapsed since the date of COUNTY's immediately preceding election.

(9) At any time on or after March 1, 2022, 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 repaint, at LANDLORD's sole cost, the entire interior of the Premises, meeting the same criteria as specified in Exhibit "A-1", Improvement Standards and Specifications, within sixty (60) days after COUNTY's election. Following COUNTY's election, LANDLORD shall promptly obtain competitive bids, provide a schedule for the timely completion of repainting the entire interior, and complete the repainting within sixty (60) days after COUNTY's election. If LANDLORD fails to timely perform and complete its obligations herein, COUNTY shall have the right to obtain three repaint bids, present said bids to LANDLORD to verify a total Rent Credit due to COUNTY in the amount of the average of the three (3) bids, 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 pursuant to this paragraph during the term of the Lease, including any extensions thereof, 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.

9. Effective September 1, 2020, DELETE in its entirety the existing **Paragraph 20, INSURANCE**, and SUBSTITUTE therefore the following as a new **Paragraph 20, INSURANCE REQUIREMENTS AND SPECIFICATIONS**:

20. **INSURANCE REQUIREMENTS AND SPECIFICATIONS**:

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

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

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

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

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

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

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

(3) Commercial Property Insurance providing all risk coverage for the Premises, Building, fixtures, equipment and all property constituting a part of the Premises. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. Acceptability of Insurance Carrier – Unless otherwise approved by COUNTY's Director of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

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

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

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

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Lease. LANDLORD agrees to execute any such amendment within thirty (30) days of receipt.

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

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

M. LANDLORD agrees to require all parties, subcontractors, or others it hires or contracts with in relation to the Lease to provide insurance covering the contracted operation with the

requirements in this Paragraph 20, (including, but not limited to, waiver of subrogation rights) and naming COUNTY as an additional insured

10. Effective September 1, 2020, DELETE in its entirety the existing **Paragraph 25, LANDLORD'S REMEDIES ON COUNTY'S DEFAULT**, and SUBSTITUTE therefore the following as a new **Paragraph 25 LANDLORD'S REMEDIES ON COUNTY'S DEFAULT**:

25. **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.

11. Effective September 1, 2020, DELETE in its entirety the existing **Paragraph 27, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 27, NOTICES**:

27. **NOTICES**.

A. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party, including but not limited to, notices required under the California unlawful detainer statutes, or any other person shall be in writing and either served personally, delivered by a reputable overnight courier service, or sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be addressed to the other party at the addresses set forth in the Basic Lease Provisions. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered upon the earlier of: (i) actual receipt if such notice is personally delivered; (ii) the date of delivery if such notice is delivered by a reputable overnight courier service; or (iii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by postage prepaid, 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: Palm Court Office Solutions 1, LLC
13681 Newport Avenue, Suite 12
Tustin, CA 92780
Attn: Ron Shahbandi

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

B. If LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the Premises to a third party, LANDLORD shall notify COUNTY of such transfer at least fifteen (15) COUNTY working days prior to completion of such transfer. In the event of a transfer of controlling interest in the Premises, LANDLORD and the new owner of the Premises shall provide COUNTY with documentation evidencing the of completion of said transfer; in which case, the new owner, as the successor landlord, and COUNTY shall enter into a written amendment to reflect the new owner as the successor landlord under this Lease. In addition, the new owner, as the successor landlord, shall, within five (5) days of acquiring the Premises, provide COUNTY with documentation evidencing that it has obtained insurance in compliance with Paragraph

19, INDEMNIFICATION and Paragraph 20, INSURANCE REQUIREMENTS AND SPECIFICATIONS. The COUNTY's RESD Director shall have the authority on behalf of COUNTY to execute a COUNTY standard amendment to this Lease with each new owner solely for the purposes of reflecting the new owner as the successor landlord and updating its notice address under this Lease. The new owner, as the successor landlord, acknowledges and agrees its execution of such COUNTY standard amendment is a pre-requisite for Rents under this Lease to be paid to the new owner as the successor landlord.

12. Effective September 1, 2020, DELETE in its entirety the existing **Paragraph 39, VENUE**, and SUBSTITUTE therefore the following as a new **Paragraph 39, VENUE**:

39. **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.

13. Effective September 1, 2020, DELETE in its entirety the existing **Paragraph 42, COUNTY'S RIGHT TO TERMINATE THE LEASE** and SUBSTITUTE therefore the following as a new **Paragraph 42, COUNTY'S RIGHT TO TERMINATE THE LEASE**:

42. **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 (RESD) shall give LANDLORD notice of any termination pursuant to this paragraph at least one (1) year 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 First Extended Term, COUNTY exercises its right to terminate the Lease pursuant to Paragraph 42.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 First Extended Term (being August 31, 2030), 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 42.A. effective August 31, 2023, the Lease shall terminate on August 31, 2023 except that COUNTY shall continue to pay the Monthly Amortized Improvement Payments of \$6,287.46, as set forth in Paragraph 4, RENT, each month in arrears for the period September 1, 2023 through August 31, 2030.

C. If, at any time after the First Extended Term or any further extended terms thereof, COUNTY exercises its right to terminate the Lease pursuant to Paragraph 42.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.

14. Effective September 1, 2020, DELETE in its entirety the existing **Paragraph 43, LANDLORD'S IMPROVEMENTS** and SUBSTITUTE therefore the following as a new **Paragraph 43, LANDLORD'S IMPROVEMENTS** and ADD a new Exhibit "A-1", Improvement Standards and Specifications, a new Exhibit "A-2", Improvement Cost, a new Exhibit "A-3", General Depiction of Improvements, and a new Exhibit "G", PREVAILING WAGE REQUIREMENT, each of which are attached to this Fourth Amendment and incorporated herein by reference.

43. **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 this Fourth Amendment, agrees to make the improvements to the Premises as more specifically set forth in Exhibit "A-1", Improvement Standards and Specifications, Exhibit "A-2", Improvement Cost, Exhibit "A-3", General Depiction of Improvements, which exhibit and each attachment are attached hereto and incorporated herein by reference, and the Lease, including, but not limited to this Paragraph 43, LANDLORD's IMPROVEMENTS and Paragraph 13, 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-1", Improvement Standards and Specifications, Exhibit "A-2", Improvement Cost, Exhibit "A-3", General Depiction of Improvements, and the Lease, including, but not limited to this Paragraph 43, LANDLORD's IMPROVEMENTS and Paragraph 13, 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. 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 "G" 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 Seven Hundred and Four Thousand Four Hundred Ninety-Five and 20/100 Dollars (\$754,495.20) ("Fixed Improvement Cost"). Notwithstanding anything to the contrary in the Lease in the event that actual costs for the Improvements exceed the Fixed Improvement Cost, such excess cost shall be at LANDLORD's sole responsibility at LANDLORD's sole cost and expense without reimbursement by COUNTY except for those excess costs incurred by LANDLORD due to Change Order(s) that are approved in writing by an authorized representative of COUNTY or pursuant to a written amendment mutually executed by 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 Fourth Amendment and diligently pursue the Improvements to completion in the Required Condition by no later than November 1, 2020. LANDLORD agrees to provide the COUNTY a written progress report every thirty (30) days after the mutual execution of this Fourth 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 November 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 43, 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 to COUNTY in the Required Condition will cause COUNTY to incur costs not contemplated by this Lease agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if LANDLORD does not complete the Improvements in the Required Condition by November 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 November 1, 2020 until the date the Improvements are completed in the Required Condition, provided that at any time on or after November 1, 2020, the COUNTY shall have the option, in its sole discretion, to terminate this Lease agreement 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 shall be refunded to COUNTY.

F. LANDLORD understands and agrees not to make any modifications to the Improvements except 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 changes to the existing specifications for the Improvements, the proposed new specifications or changes 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 notify the COUNTY and provide the COUNTY's authorized representative of the proposed costs and timing impacts to the 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 the 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 change orders shall be paid through a COUNTY purchase order and without an adjustment to **Paragraph 4, RENT**. Any proposed change orders that causes the aggregate cost of all change orders to exceed \$45,000 shall require a formal amendment to this Lease that is executed by the parties.

H. LANDLORD understands and agrees that from the time that this Fourth 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 shall 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).

15. Effective as of September 1, 2020, DELETE in its entirety the existing **Paragraph 57, USE OF AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FUNDS AND REQUIREMENTS** and SUBSTITUTE therefore the following as a new **Paragraph 57, RESERVED**:

57. **RESERVED.**

16. Effective as of September 1, 2020, DELETE in its entirety the existing Paragraph 58, **SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS** and SUBSTITUTE therefore the following as a new Paragraph 58, **RESERVED**.

58. **RESERVED.**

17. 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 Fourth Amendment, the provisions and terms of this Fourth Amendment shall control.

END OF THE FOURTH AMENDMENT.

COUNTY OF SAN BERNARDINO

PALM COURT OFFICE SOLUTIONS 1, LLC

▶ *Curt Hagman*
Curt Hagman, Chairman Board of Supervisors

By ▶ *Ron Shahbandi*
(Authorized signature - sign in blue ink)

Dated: **AUG 25 2020**

Name Ron Shahbandi
(Print or type name of person signing contract)

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

Title Manager
(Print or Type)

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

Dated: 8/5/20

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ _____
Agnes Cheng, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
▶ _____
Date _____

Reviewed/Approved by Department
▶ *Jim Miller*
Jim Miller, Real Property Manager, RESD
Date 8-14-2020

**EXHIBIT "A"
PREMISES**

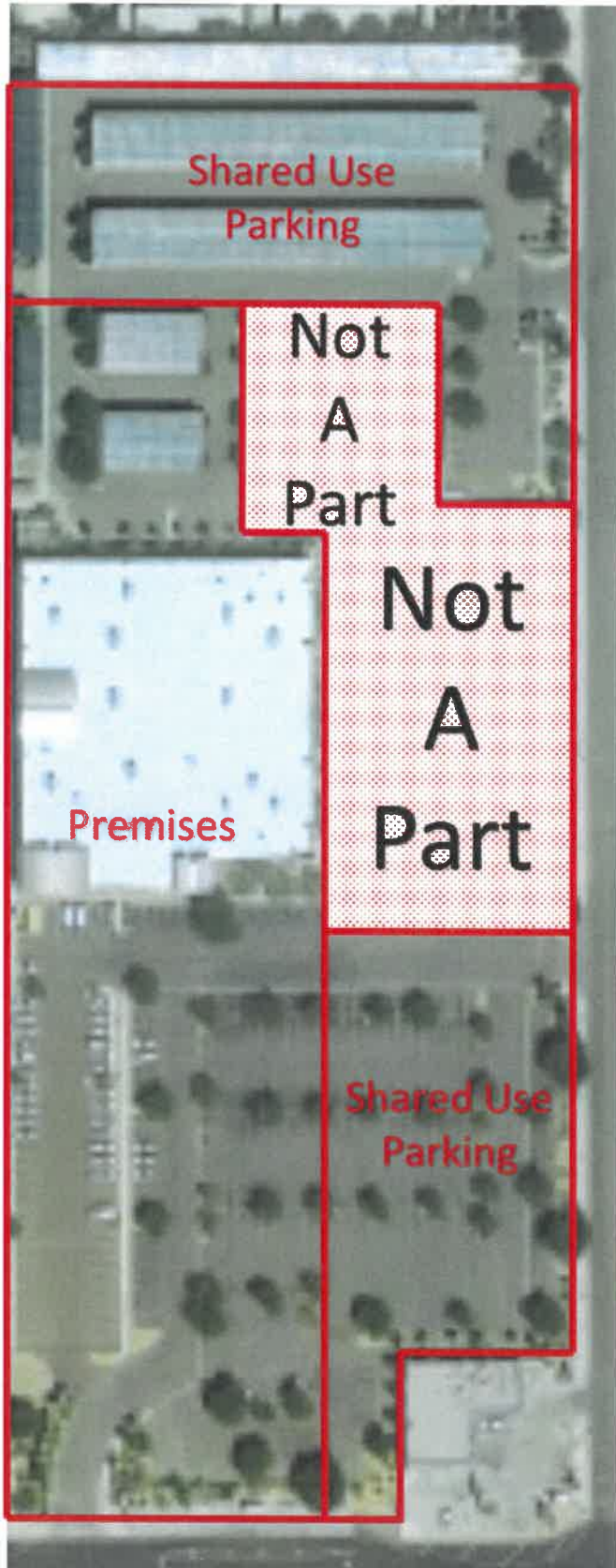


EXHIBIT "A-1"
IMPROVEMENT STANDARDS AND SPECIFICATIONS

**HUMAN SERVICES (HS),
TRANSITIONAL ASSISTANCE DEPARTMENT (TAD)
VICTORVILLE**

GENERAL SPECIFICATIONS:

On all items listed within **Exhibit "A-1"**, Premises 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-1"** must be noted and approved as acceptable by the **COUNTY**. **LANDLORD** is to coordinate and provide for all health, Americans with Disabilities Act (ADA), building, safety, and fire requirements pursuant to all local, **COUNTY**, state and federal codes. Any required permitted construction drawing set/s is to be provided at **LANDLORD'S** expense. In the event any specified item is discontinued on the open market, **LANDLORD** must notify **COUNTY** to seek approval for an alternate product.

Abbreviations:

AP1	-	Acoustical ceiling panels
CACB	-	COUNTY approved color board
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)
P1	-	Low Sheen/Eggshell
P2	-	Low sheen/Eggshell (accent)
P3	-	Low sheen/Eggshell (accent)
P4	-	Semi-gloss
VF	-	Vinyl floor

1.0 CONSTRUCTION GUIDELINES

1.1 CEILINGS:

- a. 2' x 4' suspended acoustic ceiling with *Donn DX* exposed ceiling tile tee systems, white. Fire rated system in areas required by Code.
- b. Ceilings are to be nine foot (9'), unless otherwise specified.
- c. Three-fourths inch (3/4") thick Armstrong #1811 Fine Fissured High NCR acoustical ceiling panels, (**AP-1**), NRC range 0.70, color - white, when specified in Finish Specifications.

1.2 LIGHTING:

- a. 2' x 4' drop-in fixtures or as allowed by current Energy Codes. Lighting must meet all Uniform 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. Energy efficient emergency exit signs must be provided as per local building code. 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. Hallway lighting controls should be located convenient to the designated employee entrance.
- f. Locations of all light switches are to be approved by **COUNTY**.
- g. Developer 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 approved by **COUNTY**
- g. Air conditioning requirements for the Telephone/Data Room are included in Exhibit "A" Section 2.0 (see pages 12-16).

1.4 CEILING FANS:

- a. Ceiling fans are to be installed as noted on the floor plans and/or listed in the **Exhibit "A"** room-by-room section.
- 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:**
- a. The interior sides of all exterior concrete or block walls, and all interior concrete or block walls, are to be furred.
 - b. All interior walls shall be constructed from floor to ceiling, at a minimum, unless otherwise noted and approved by **COUNTY**.
 - c. All exposed interior walls shall be drywall finished, both sides, unless otherwise noted.
- 1.7 WALL COVERINGS: See RESTROOM FACILITIES** or as noted on the floor plans and/or listed in the **Exhibit "A"** room-by-room section.
- 1.8 PAINTED WALLS:**
- 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**) Simi-gloss to be approved by **COUNTY**. Placement of accent **P2**, **P3** and Simi-gloss **P4** within the facility to be approved by **COUNTY**. All other painted walls will be **P**
- 1.9 INSULATION/SOUNDPROOFING:**
- a. All wall cavities around hallways, rest rooms, offices, break rooms; 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.
- 1.10 FLOORING:**
- a. Ground floor flooring must be constructed to withstand a minimum force of 125 pounds per square foot; all floors above the first floor must meet local building code.
- 1.11 FLOOR COVERINGS:**
- 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. Binded carpet base to be installed in all carpeted areas. Binded carpet base to match carpet. Installation to be as per manufacturer recommendations.
- 1.12 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**.
- d. Lobby and entry/exit door areas to have walk-off matt in place of traditional floor mat application and service to be approved by **COUNTY**.

1.13 **PORCELAIN FLOOR TILE:**

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).

1.14 **SIGNS:**

INTERIOR: LANDLORD shall provide all 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 premise 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 black in color.
- c. Unless otherwise noted, adjustable shelves in all cabinets, 3/4" stock, thermal fused laminate material installed on all sides.
- d. Where water is present, countertop edges are to be elevated bull-nosed or V-cap, with flat end trim. Counters in open areas must have rounded radiuses 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/ 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 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 1/2 h.p., In-SinkErator or **County** approved equal.
- g. 21 C.F. refrigerators, white, with icemaker.
- h. 1 1/2 C.F. microwave ovens, white in color.
- 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 CLIENT AND CONFERENCE BREAK ROOM:

Refer to room-by-room specifications for requirements.

1.18 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 99L-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 attached specification for the outer trim pg. 18). 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 conduits runs and data box installation locations (see attached drawings for reference pg. 17).
- 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 elements of rest room facilities must meet ADA requirements. 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. 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.

1.20 DRINKING FOUNTAIN:

- a. Two- (2), two-station wall mount electric refrigerated water cooler, installed per manufacturers and ADA guidelines.

1.21 STORAGE:

- a. Shelf units, forms racks, and mail racks to be 3/4" thick thermal fused laminate on all exposed surfaces and firmly secured to the wall. All shelves and dividers are to be glued and either nailed or screwed to the sides, top, bottom, and back of the shelf unit, forms rack, or mail rack. The backs of all shelf units, forms racks, and mail racks are to be 1/4" thick finish grade plywood, painted with high gloss paint to match the melamine. Typical designs are included in Exhibit "A" (see page 24). **COUNTY** to approve final layout and bin size designs.

1.22 ELECTRICAL CONNECTIONS:

- a. **LANDLORD** is responsible for all electrical connections from modular furniture partitions to power source on site per compliance with Title 24 requirements.
- b. Large open work area 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.

1.23 TELEPHONE AND DATA ROOMS AND EQUIPMENT:

Specifications are included in Exhibit "A" Section 2.0 (see pages 12-16), and as shown on plans. **LANDLORD** is responsible for the following:

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

1.24 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 area and covers.
- 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.

1.25 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.

1.26 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.

1.27 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.

1.28 FIRE ALARM:

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

1.29 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

1.30 PLAN COPIES:

LANDLORD will supply to **COUNTY**:

- a. Two (2) clean, complete and reproducible hardcopy sets of building construction plans.
- b. One (1) electronic CAD copy of the same plans in .dwg format, one (1) As-Built set of permitted drawings 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.
- c. The As-built plan set must be delivered to the **COUNTY** within 60 days of issuance of Certificate of Occupancy.
- d. **COUNTY** to approve building site elevations, including exterior paint colors and monument signs design before submission for plan check process and approval.

1.31 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 florals 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.

1.32 EXTERIOR PARKING

- a. **LANDLORD** shall provide a parking ratio to building square footage of (8) per 1,000 square feet.
- b. **COUNTY** to install exterior camera system mounted to building exterior
- c. 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.

1.34 WINDOWS

- a. With new construction **LANDLORD** shall design exterior building windows at each office and conference rooms and any other opportunities that will provide ambient lighting to the interior areas. Private supervisor's office window sizes will be two by four feet (2'x4') and window locations also to be determined based on what is allowed by the Local, State, Federal Building Codes. All exterior elevation designs for new construction or Tenant Improvement to existing structures will need to be approved by **COUNTY** and designed by the **LANDLORD'S** architect and structural engineer, and approved by **COUNTY**. All other room/s and areas with windows, sizes to be determined by architect and approved by **COUNTY**.

2.0 INFORMATION TECHNOLOGY (IT) TELEPHONE MDF / IDF ROOMS

2.1 MDF / IDF DRAWINGS:

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

2.2 MDF / IDF DIMENSIONS AND LOCATIONS:

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

2.3 POWER AND ELECTRICAL OUTLETS:

- a. The main Telephone/Data/Communication room (MDF) shall have an independent 24 position, 100/200 Amp, 120/208, three phase, four wire, surface mounted, sub-panel with a White Neutral buss bar, and an Isolated Green Ground buss bar inside. The normal size sub-panel in the room for the majority of the locations will be specified at 100 Amp capabilities unless otherwise identified. The grounding screw in the sub panel neutral buss will not be tightened to make contact with the sub-panel frame unless otherwise required by code.
 - a. 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.
 - b. A copper earth ground rod will be required in each communication MDF and IDF installed at a minimum 6 ft. depth. The ISD MDF/IDF **COUNTY** drawing will indicate the desired location of the rod. ISD will provide and install a multi-position buss bar when building out the communication rooms.

2.4 BACKBOARDS:

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

2.5 FIRE SPRINKLERS:

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

2.6 AIR CONDITIONING:

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

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

2.7 FLOOR COVERING:

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

2.8 DOOR:

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

2.9 LIGHTING:

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

2.10 WEATHER SEAL:

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

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

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

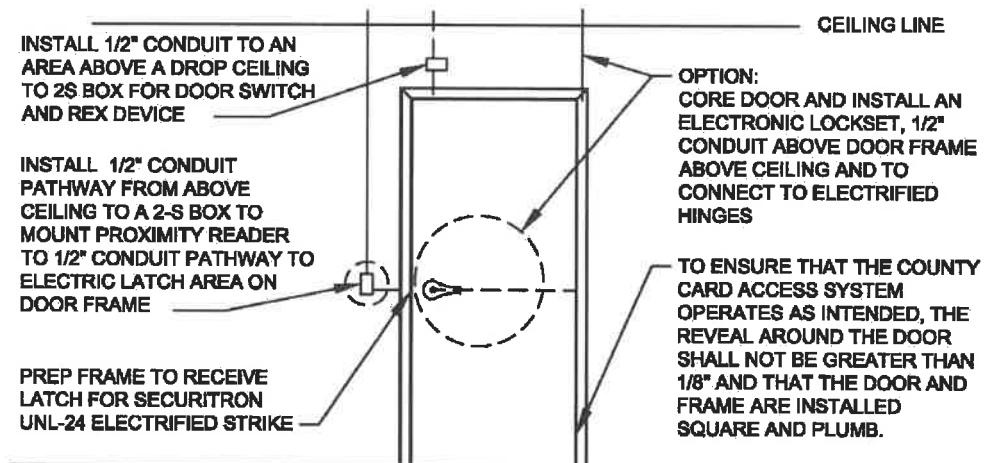
Conduit sleeves through firewalls, block, or concrete walls connecting units within a building or to adjacent buildings shall use either 3-inch or 4-inch I.D. Gray PVC Conduit, unless otherwise specified by code. These sleeves will extend 5-inches on either side of the wall, and will be made fire safe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

2.19 EARTHQUAKE BRACING:

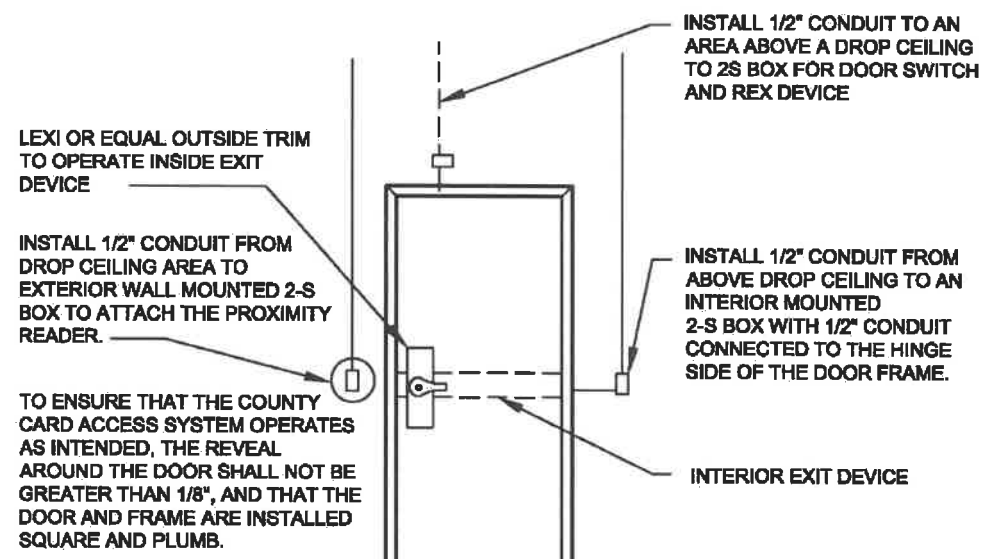
Earthquake bracing of equipment cabinets and data racks will be provided by the Information Services Department/COUNTY.

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 98/99 series device application, or a conversion kit can be added to an existing 96L Breakaway lever trim. On new construction applications, the E996L trim will require less door prep.

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

The E996L electrified trim replaces the current "E" electric feature on 98/99 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 9927L-BE 3" US269 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, SP913, US26, US26D, SPBLK, US15

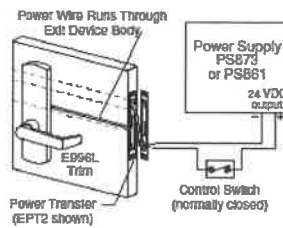
LEVER DESIGN OPTIONS



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)



15

Figure 2 - Von Duprin cut sheet

SHELF UNIT SPECIFICATIONS

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

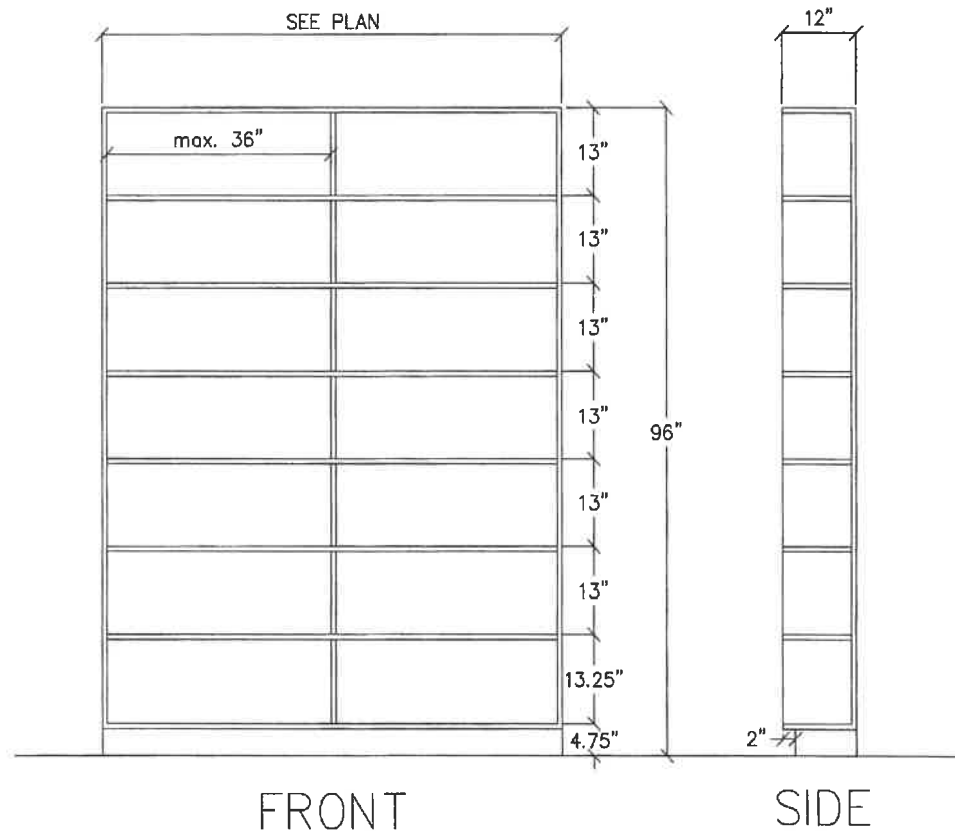


Figure 3 - Shelving Unit specifications

EASY INSTALLATION



Step "Duck Tape" into the top side of the steel flange.



Step 2: Put all the 'Duck Tape' strips into the top side of the flange.



Step 3: 'Duck Tape' flexible wood backing onto the steel flange using the flexible connector plate.



Overlap the pieces.



Overlap adjacent pieces when going into the horizontal.



Secure each plate to the steel flange using a small screw or NPS head screw.



'Duck Tape' consists of an adhesive 1/4" thick.



'Duck Tape' is made of 1/4" thick adhesive.

Just Snap. From end to end, reduces backing installation time up to 40%. It's that fast!

Backing steel studs has always been a difficult, costly and time-consuming job. The 'Duck Tape' flexible wood backing system, featuring 'Duck Tape' fire-resistant treated wood, has made wood backing installation easy and economical.

'Duck Tape' is a heavy-duty flexible wood backing system used to support cabinets, shelves, benches, wall mounted sinks and counters and all other wall-mounted fixtures. 'Duck Tape' provides superior fire-resistance and provides strength to support any load over 100 lbs. It's the easiest backing solution. Simply snap, fix it in place. Just that easy. The patented large slits actually flex around the stud and snap into place for a perfect fit - every time.



'Duck Tape' is made of 1/4" thick adhesive.

'Duck Tape' is constructed using 'Duck Tape' fire-resistant treated wood (FRT). 'Duck Tape' FRT is a fire-resistant wood fiber is chemically treated to provide the fire-resistance and smoke development. 'Duck Tape' is Class A fire-retardant, meets CPV fire code, NFPA approved (NFPA 280) and complies with all regional codes including the 2003 International Building Code (IBC) and the 2005 International Residential Code (IRC).

'Duck Tape' FRT is compliant with or has been granted the following:

UL Classified	UL Classified	UL Classified
UL Classified	UL Classified	UL Classified
UL Classified	UL Classified	UL Classified
UL Classified	UL Classified	UL Classified

Oil is required on the bottom edge of the flange. The oil is required on the bottom edge of the flange. The oil is required on the bottom edge of the flange.



Figure 4 - Dietrich Backing

**EXHIBIT "A-2"
IMPROVEMENT COST**

HARD COST			
	GENREAL CONDITIONS		\$ 18,000.00
	DEMOLITION		\$ 12,500.00
	MISC FIELD COST		\$ 8,500.00
	BUILDING AND CLEAN UP		\$ 8,300.00
	TRASH/SANITATION		\$ 17,000.00
	CONCRETE		\$ 14,200.00
	FRAMING		\$ 26,400.00
	INSULATION		\$ 6,150.00
	WINDOWS		\$ 26,800.00
	WINDOW COVERINGS		\$ 2,800.00
	DOORS & HARDWARE		\$ 33,000.00
	DRYWALL		\$ 27,900.00
	PAINT		\$ 2,300.00
	CARPET / VCT / TILE		\$ 82,150.00
	SUSPENDE CEILING SYSTEM		\$ 15,800.00
	MILWORK/CASEWORK		\$ 6,200.00
	PLUMBING		\$ 18,300.00
	HVAC		\$ 9,200.00
	FIRE SPRINKLER SYSTEM		\$ 17,400.00
	METALS		\$ 31,700.00
	ELECTRICAL		\$ 29,300.00
	FENCE / 3 ELECTRICGATES/ KEY PADS / ETC.		\$ 183,200.00
	Subtotal		\$ 597,100.00
	Contingency (5%)		\$ 29,855.00
	Overhead /profit		\$ 71,652.00
	Total Cost of Construction*		\$ 698,607.00
*An 8% Amortized Administration Fee will be added to Total Cost of Construction			

EXHIBIT "A-3"
GENERAL DEPICTION OF IMPROVEMENTS

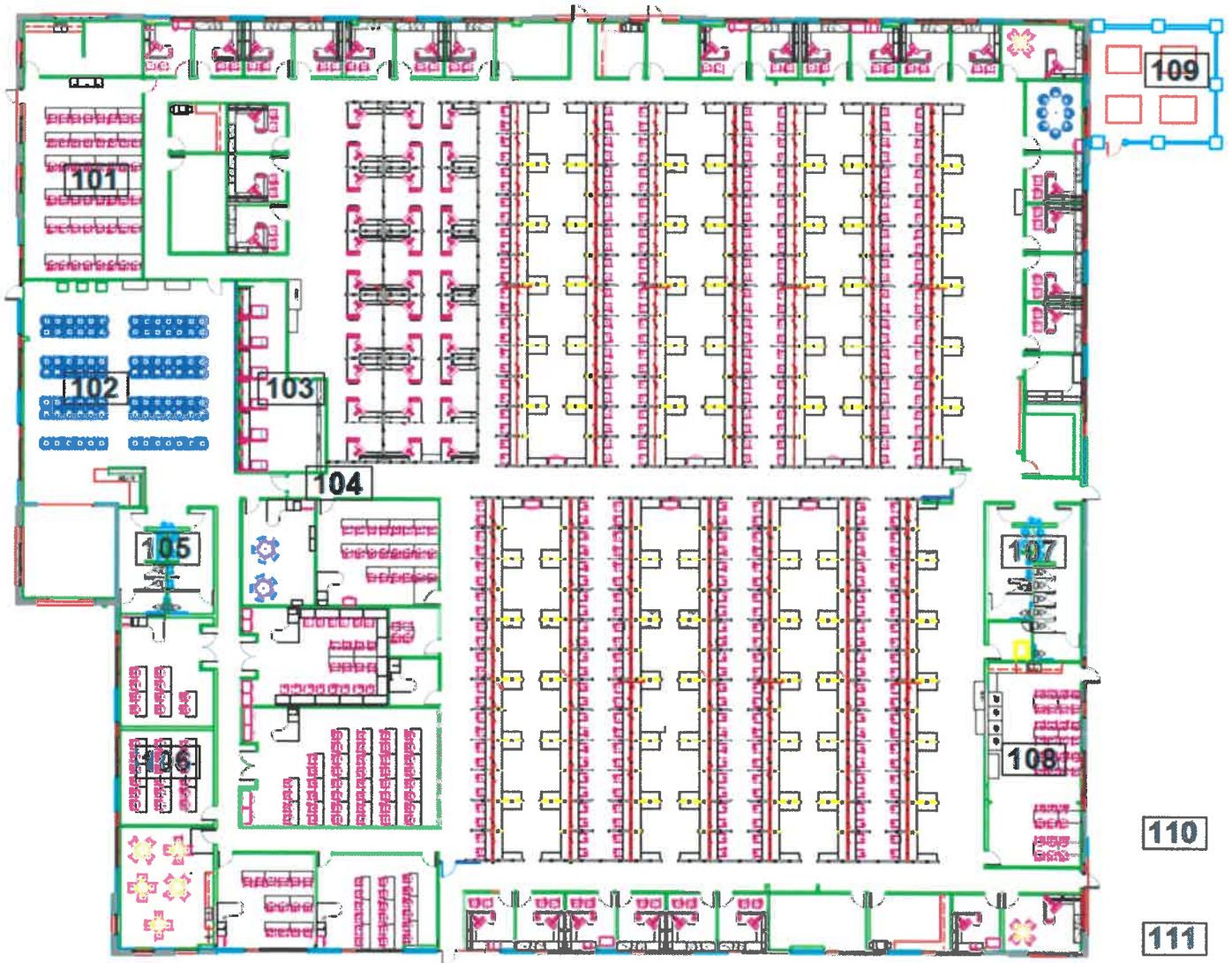


EXHIBIT "G"
PREVAILING WAGE REQUIREMENTS

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.

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."

b. Labor Code section 1771.1 states the following:

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

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

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

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

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

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

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

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

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

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

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

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess,

and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. 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.