

Contract Number

07-247 A7

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	265 East 4 th , LLC
Contractor Representative	Ron Krausz
Telephone Number	725-228-7039
Contract Term	6/1/2009 - 5/31/2036
Original Contract Amount	\$ 21,561,601.26
Amendment Amount	\$ 23,220,564.00
Total Contract Amount	\$ 44,782,165.26
Cost Center	5015011000
GRC/PROJ/JOB No.	57002079
Internal Order No.	
Grant Number	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and 265 East 4th, LLC ("LANDLORD"), as successor landlord, entered into Lease Agreement, Contract No. 07-247 dated April 10, 2007, as amended by the First Amendment dated January 6, 2009 the Second Amendment dated June 16, 2009, the Third Amendment dated September 24, 2013, the Fourth Amendment dated July 8, 2014, the Fifth Amendment dated September 29, 2020, and the Sixth Amendment dated September 12, 2023 (collectively, the "Lease") wherein LANDLORD leases certain premises, as more specifically described in the Lease, containing approximately 50,082 square feet ("PREMISES") located at 265 E. 4th Street, San Bernardino, California, as more particularly set forth in the Lease, to COUNTY for a term that is currently scheduled to expire on May 31, 2034, and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect a price increase to the 2023 Improvements, as defined in Paragraph 41. LANDLORD'S IMPROVEMENTS and further extend the Lease; and

WHEREAS, the COUNTY has paid to LANDLORD the Monthly Amortized Improvement payment as specified in the Sixth Amendment, in the amount of \$3,189.00 from June 1, 2024 ("Prior Payment"); and will continue to pay \$3,189.00 each month until Landlord has substantially completed the 2023 Improvements, as later defined in this Amendment No. 7, Paragraph 3, TERM; and,

WHEREAS, within 30 days following the date the 2023 Improvements are Substantially Completed County will pay in arrears the Monthly Amortized Improvement Payment, in the amount of \$5,871.00 ("New Payment"), as specified in this Seventh Amendment, Paragraph 4, RENT, which is inclusive of the Prior Payment

of \$3,189.00 for a difference owed of \$2,682.00 for each month the Prior Payment was paid to Landlord, and, thereafter County shall pay the New Payment stated above which is the entire Monthly Amortized Improvement Payment as specified in this Seventh Amendment, Paragraph 4, RENT, with the result being that upon the date the 2023 Improvements are Substantially Completed, County will pay that amount to Landlord such that County will have paid Landlord the New Payment from June 1, 2024 and will pay this full New Payment amount for each month following June 1, 2024 through the expiration of the Second Extended Term as defined below; and,

WHEREAS, the LANDLORD agrees to provide the 2023 Improvements on the terms and conditions set forth herein and the parties agree to amend certain other terms of the Lease as more specifically as set forth in this amendment ("Seventh Amendment"); and,

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

All references to "County of San Bernardino" in the Lease Agreement are hereby amended to read "San Bernardino County".

1. Effective as of the date that this Seventh Amendment is fully executed ("Seventh Amendment Effective Date"), DELETE in its entirety the existing **Paragraph 3, TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 3, TERM**:

3. **TERM**:

- The Second Extended Term (June 1, 2024 through May 31, 2034) of this Lease between COUNTY and LANDLORD for the Premises is hereby extended for two (2) additional years, from June 1, 2034, and expiring on May 31, 2036, so that the Second Extended Term is from June 1, 2024 through May 31, 2036. Subject to Section 4(A) (Rent), the "Monthly Amortized Improvement Payment for the Term" is amended, effective June 1, 2024, accruing in arrears and shall be payable within 30 days following the day that all Improvements to be constructed by LANDLORD pursuant to Paragraph 41, LANDLORD IMPROVEMENTS, are Substantially Completed (hereinafter defined) and shall continue through the end of the Second Extended Term as defined above. For the purposes of this Lease, "Substantially Completed" shall mean that all Improvements to the Premises have been completed pursuant to Exhibit "A-1", and Exhibit "A-2", and as required by this Lease, the Premises with all Improvements Substantially Completed can be used by COUNTY for their intended purposes, and LANDLORD has provided the COUNTY with a copy of a final permit for the Premises, as improved per this Lease, but does not include minor corrections and/or additions that remain to be completed. LANDLORD shall promptly complete said minor corrections and/or additions to the Improvements by no later than thirty (30) days after the projected completion date. The Second Extended Term shall collectively be referred to as the "Term" of this Lease.
- 2. Effective as of the Seventh Amendment Effective Date, DELETE in its entirety the existing **Paragraph 4, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT**:

4. **RENT:**

A. Effective retroactively, as of June 1, 2024, the COUNTY shall pay to LANDLORD the following Total Monthly Payments in arrears on the last day of each month during the Term for the Premises. The Total Monthly Payments for the duration of the Second Extended Term are equal to the sum of the Monthly Rent, which is inclusive of the cost of the Day Porter services in Exhibit B, and Monthly Amortized Improvement Payment for the improvements set forth in this Seventh Amendment. The respective Monthly Amortized Improvement Payment shall stay constant and shall not be subject to annual increases. The "Monthly Amortized Improvement Payment for the Term" is amended, effective June 1, 2024, accruing in arrears and the amount due for the time period from June 1, 2024 through the Substantially Completed date shall be

payable within 30 days following the day that all Improvements to be constructed by LANDLORD pursuant to Paragraph 41, LANDLORD IMPROVEMENTS, are Substantially Completed, for clarification purposes if the Prior Payment is timely paid the COUNTY on the Substantial Completed date shall only be required to pay the difference between the New Payment and the Prior Payment for each month (i.e. \$2,682.00 per month) and thereafter shall pay as set forth in the table below.

Lease Year	Monthly Rent for Term	Monthly Amortized Improvement Payment for Term	Total Monthly Payments
June 1, 2024 - May 31, 2025	\$132,211	\$5,871	\$138,082
June 1, 2025 - May 31, 2026	\$136,177	\$5,871	\$142,048
June 1, 2026 - May 31, 2027	\$140,263	\$5,871	\$146,134
June 1, 2027 - May 31, 2028	\$144,471	\$5,871	\$150,342
June 1, 2028 - May 31, 2029	\$148,805	\$5,871	\$154,676
June 1, 2029 - May 31, 2030	\$153,269	\$5,871	\$159,140
June 1, 2030 - May 31, 2031	\$157,867	\$5,871	\$163,738
June 1, 2031 - May 31, 2032	\$162,603	\$5,871	\$168,474
June 1, 2032 - May 31, 2033	\$167,481	\$5,871	\$173,352
June 1, 2033 - May 31, 2034	\$172,505	\$5,871	\$178,376
June 1, 2034 - May 31, 2035	\$177,681	\$0	\$177,681
June 1, 2035 - May 31, 2036	\$183,011	\$0	\$183,011

- B. Rent for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from COUNTY under this Lease via electronic funds transfer (EFT) directly deposited into the LANDLORD's designated checking or other bank account. LANDLORD shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.
- 3. Effective as of the Seventh Amendment Effective Date, DELETE in its entirety the existing Paragraph 41, LANDLORD'S IMPROVEMENTS and SUBSTITUTE therefore the following as a new Paragraph 41, LANDLORD'S IMPROVEMENTS:

41. LANDLORD'S IMPROVEMENTS:

- A. LANDLORD, at its sole cost and expense but subject to the COUNTY's reimbursement as set forth in Paragraph 41.C, and as applicable, Paragraph 41.D of this Seventh Amendment, agrees to make the improvements to the Premises as more specifically set forth in Exhibit "A-1", Construction Cost Break Down, Exhibit "A-2", Tenant Improvement Plans (attached hereto and incorporated by reference), and the Lease, including but not limited to this Paragraph 41, LANDLORD'S IMPROVEMENTS (collectively, the "2023 Improvements"). The 2023 Improvements shall be deemed completed on the date that LANDLORD has completed the 2023 Improvements in substantial accordance with Exhibit "A-2" and the Lease, including but not limited to this Paragraph 41, LANDLORD'S IMPROVEMENTS ("Required Condition"), subject to minor punch list items agreed by the parties, which, subject to force majeure, shall be completed by LANDLORD within thirty (30) days after punchlist has been provided to LANDLORD from COUNTY.
- B. LANDLORD's contracting for the construction of the 2023 Improvements, or any portion thereof, shall comply with the provisions of California Public Contract Code Sections 22000 through 22045 regarding bidding procedures and Labor Code section 1720.2 and 1770 et seq. regarding general prevailing wages, including but not limited to, the provisions set forth in

Exhibit "F" attached hereto and incorporated herein by reference. LANDLORD shall indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, employees, contractors, and agents from any claims, actions, losses, damages and/or liability arising out of or related to the obligations set forth in this paragraph. The LANDLORD's indemnity obligations shall survive the COUNTY's tenancy and shall not be limited by the existence or availability of insurance.

- C. The parties agree that, as of the Seventh Amendment Effective Date, LANDLORD's total cost for the 2023 Improvements is One Million Four Hundred Thirty Five Thousand Nine Hundred Ninety dollars and 00/cents (\$1,435,990.00) ('Total Improvement Cost") and the COUNTY shall reimburse LANDLORD for a portion of said total cost in the amount of Seven Hundred Four Thousand Five Hundred Twenty and 00/100 Dollars (\$704,520.00) ("County Reimbursement Amount"), which cost shall be amortized monthly over the Second Extended Term at Five Thousand Eight Hundred Seventy One and 00/100 Dollars (\$5,871.00) per month and payable by COUNTY, commencing retroactively on June 1, 2024, as set forth in Paragraph 4.A, RENT ("Monthly Amortized Improvement Payment").
- D. Notwithstanding anything to the contrary in Paragraph 41.C above, the parties hereby acknowledge that the Total Improvement Cost is subject to change based on LANDLORD's submission of the 2023 Improvements for final bid ("Final Bid"), which LANDLORD shall obtain within ninety (90) days after the Seventh Amendment Effective Date, provided that should the COUNTY make any changes to the Tenant Improvement Plan after the Seventh Amendment Effective Date but before the LANDLORD's receipt of the Final Bid, such ninety (90) day period shall be extended on a day for day basis due to any actual delays caused by such changes. The Final Bid received by the LANDLORD shall be adjusted to exclude the cost of the construction drawings, which LANDLORD shall pay at its sole cost and expense ("Adjusted Bid"). In the event the Adjusted Bid is less than the Total Improvement Cost, the parties shall execute an amendment to the Lease to proportionately reduce the County Reimbursement Amount and the Monthly Amortized Improvement Payment. In the event the Adjusted Bid exceeds the Total Improvement Cost, such difference shall be known as an "Overage" and LANDLORD shall provide COUNTY with written notice of such Overage ("Overage Notice") within thirty (30) days after LANDLORD's receipt of the Final Bid.
- (i) In the event that the Overage is \$100,000 or less ("Level 1 Overage"), the parties shall have thirty (30) days after the COUNTY's receipt of the LANDLORD's Overage Notice to negotiate modifications to the 2023 Improvements in good faith to reduce or eliminate the Level 1 Overage. Any resulting Level 1 Overage as agreed by the parties shall be documented as a Change Order and shall be paid by purchase order(s) in accordance with Paragraph 41.G.
- (ii) In the event that the Overage is more than \$100,000 ("Level 2 Overage"), the following process shall apply:
- (a) Within thirty (30) days after COUNTY's receipt of an Overage Notice from LANDLORD, the COUNTY shall provide LANDLORD with written notice ("Level 2 Overage Election Notice") to elect, at its sole discretion, one of the following options:
- (1) Negotiate modifications to the 2023 Improvements to reduce or eliminate the Level 2 Overage; in which case, the parties shall have thirty (30) days after LANDLORD's receipt of the COUNTY's Level 2 Overage Election Notice to negotiate in good faith and mutually agree on any such modifications (with the parties to promptly confirm in writing the end date of said thirty (30) day period following LANDLORD's receipt of the COUNTY's Level 2 Overage Election Notice) and the COUNTY shall pay such agreed overage in accordance with Paragraph 41.D(ii)(b) or if such is not resolved within the appliable time period then it shall be deemed that the COUNTY elected (2) below; or

(2) Agree to pay the entire Level 2 Overage in accordance with

Paragraph 41.D(ii)(b).

- (b) The COUNTY shall pay for any Level 2 Overage resulting from its election of either Paragraph 41.D(ii)(a)(1) or (2) by: (I) purchase order(s) in accordance with Paragraph 41.G; and/or (II) in an amount to be amortized monthly over the Second Extended Term, which amount would be in addition to the Monthly Amortized Improvement Payment set forth in Paragraph 4.A for the Second Extended Term.
- Subject to force majeure (as defined below) and any delays caused by COUNTY, LANDLORD shall diligently pursue the 2023 Improvements to completion in the Required Condition by no later than the last day of the eight (8) full calendar month following the later of the Seventh Amendment Effective Date and the date Landlord receives permits for the fully approved construction drawings, ("Completion Date"). LANDLORD agrees to provide the COUNTY a written progress report every sixty (60) days after the mutual execution of this Seventh Amendment. The report shall contain up-to-date information of reasonably pertinent to construction progress. including but not limited to notification of any permit approval. The LANDLORD shall thereafter diligently pursue the 2023 Improvements to completion in the Required Condition by the Completion Date. LANDLORD shall immediately (but not less than three days after occurrence) notify COUNTY in writing of any anticipated or actual delays to the Completion Date, including those LANDLORD alleges are caused by the COUNTY. 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 acting reasonably as being caused by COUNTY or force majeure, the Completion Date shall not be modified and COUNTY shall have the remedies set forth in Paragraph 41.F. If LANDLORD provides written notice of such delay and COUNTY verifies that such delay is caused by COUNTY or force majeure, the Completion Date shall be extended for a period equivalent to the period of such verified delay. As used in this Seventh Amendment, the term "force majeure" shall mean that to the extent that a party's performance of any of its obligations (expressly excluding COUNTY's monetary obligations set forth in Paragraph 4.A of this Seventh Amendment any subsequent amendment to said paragraph) in relation to the 2023 Improvements is prevented or delayed directly due to fire, flood, earthquake, acts of God, pandemic, public health emergency, acts of war, riots, governmental delays, supply chain delays, or an any similar cause beyond the reasonable control of such party and such non-performance could not have been prevented by reasonable precautions, then the non-performing party shall be excused from such the nonperformance for only so long as the force majeure event continues.
- F. LANDLORD acknowledges that late delivery of the 2023 Improvements to COUNTY in the Required Condition after the Completion Date (subject to extension as set forth in Section (E)) above will cause COUNTY to incur costs not contemplated by the Lease and this Seventh Amendment, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if LANDLORD does not deliver the 2023 Improvements in the Required Condition by the Completion Date (as maybe extended) and said delay is not caused by the County or force majeure. LANDLORD agrees to pay the COUNTY liquidated damages of Five Hundred and 00/00 Dollars (\$500.00) for each day of delay, commencing from Completion Date (as may be extended) until such time as the 2023 Improvements are delivered in the Required Condition, excluding minor punch list items. The parties agree that this charge represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late delivery. 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.
- G. In the event that during construction of the 2023 Improvements, there is an Overage pursuant to paragraph 41.D or an authorized representative of the COUNTY requests any other new specifications or any modifications to then existing specifications for the 2023 Improvements, the Overage or other proposed new specifications or modifications will be classified as a proposed change order, and prior to incurring any costs or commencing any work

for any Overage or other proposed change order, the parties shall following the approval process in Paragraph 41.D for an Overage and the LANDLORD must promptly provide the COUNTY's authorized representative with the cost and timing impacts for any other proposed change order. If the COUNTY approves the Overage in accordance with Paragraph 41.D or approves the cost and timing impacts for any other proposed change order, the authorized representatives of the parties will execute a written change order documenting the agreed Overage or other new or modified specifications, costs, and timing for the subject work ("Approved County Change Order"). LANDLORD will thereafter contract directly with its contractors and/or vendors to commence and complete the Approved County Change Order. COUNTY'S authorized representative may process change orders for any approved Overage or for one or more other proposed change orders in accordance with this paragraph, provided that the total of all Approved County Change Orders (whether for an approved Overage or for any other approved change orders) shall not exceed an aggregate amount of One Hundred Thousand Dollars (\$100,000) ("Excess Cost Cap"), which shall be paid by the COUNTY TO LANDLORD through a COUNTY purchase order upon completion of the change order work and without an adjustment to the Amortized 2023 Improvement Payment during the Second Extended Term as set forth in **Paragraph 4.A, RENT**. Any Approved County Change Order that causes the aggregate cost of all such approved change orders (whether for an approved Overage or for any other approved change orders) to exceed One Hundred Thousand Dollars (\$100,000) shall require a formal amendment to this Lease that is executed by the authorized signatories of the parties prior to commencing any Overage or other proposed change order. County shall be fully responsible for any added costs or delays related to the Approved County Change Orders but only to the extent set forth in writing in the Approved County Change Order.

- H. LANDLORD understands and agrees that from the time that this Seventh Amendment is executed through the completion of the 2023 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, which approval shall not be unreasonably withheld, delayed or conditioned. LANDLORD understands and agrees to provide to COUNTY all documents and relevant information concerning any proposed transfer. COUNTY will have ten (10) business 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, but subject to the COUNTY's reimbursement as set forth in Paragraph 41.C, and as applicable, Paragraph 41.D of this Seventh Amendment, as part of the 2023 Improvements, must furnish all of the design, material, labor and equipment required to construct the 2023 Improvements in the Required Condition, apply for and obtain all permits, licenses, certificates, and approvals necessary for the construction of the 2023 Improvements, and provide all site plans (including elevations of the building and details of the exterior finish), space design plans, construction plans and provide such plans to COUNTY on a USB Flash Drive (USB) in file format compatible with PDF and AutoCAD software (.dwg file extension).
- 4. Effective as of the Seventh Amendment Effective Date, DELETE in its entirety the existing Paragraph 59, POLITICAL CONTRIBUTIONS and EXHIBIT "G" CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439) and SUBSTITUTE therefore the following as a new Paragraph 59, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439) and Exhibit "G" Campaign Contribution Disclosure (SB 1439) attached and incorporated herein, which shall read as follows:
 - 59. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439):** LANDLORD has disclosed to the County using "Exhibit G" Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Landlord's proposal to the County, or (2) 12 months before the date this Lease

was approved by the Board of Supervisors. LANDLORD acknowledges that under Government Code section 84308, LANDLORD is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Lease.

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

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

- 5. Effective as of the Seventh Amendment Effective Date, DELETE the existing **Paragraph 45**, **BROKERS COMMISSION**, and SUBSTITUTE therefore the following as a new **Paragraph 45**, **BROKERS COMMISSION**:
 - 45. **BROKERS' COMMISSION**: Each party represents to the other that it has not dealt with any brokers in connection with this Seventh Amendment.
- 6. Effective as of the Seventh Amendment Effective Date, DELETE the existing **Paragraph 54**, **AUTHORIZED SIGNATORS**, and SUBSTITUTE therefore the following as a new **Paragraph 54**, **AUTHORIZED SIGNATORS**:
 - 54. **AUTHORIZED SIGNATORY:** Each signatory of this Lease and any Amendment thereto represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.
- 7. Effective as of the Seventh Amendment Effective Date, ADD a new **Paragraph 58, CERTIFIED ACCESS INSPECTION** as follows:
- 58. **CERTIFIED ACCESS INSPECTION**: Pursuant to Section 1938 of the California Civil Code, LANDLORD hereby notifies County that as of the date of this amendment, the Premises has not undergone inspection by a "Certified Access Specialist" to determine whether the Premises meet all applicable construction-related accessibility standards under California Civil Code Section 55.53. In accordance with Section 1938, subsection (e), as amended, of the Civil Code of the State of California: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the costs of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
- 8. This Seventh Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Seventh Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Seventh Amendment (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Seventh Amendment upon request.
- 9. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of conflict between the Lease and this Seventh Amendment, the provisions and terms of this Seventh Amendment shall control.

END OF SEVENTH AMENDMENT.

COUNTY: SAN BERNARDINO COUN	TY		imited liability company
Down Down Chair Doord of Cynoniae		_	By: The Krausz Companies LLC, a Delaware limited liability company, its Manager
Dawn Rowe, Chair, Board of Superviso	Ors		
Dated: SIGNED AND CERTIFIED THAT A CO DOCUMENT HAS BEEN DELIVERED		Name <u>F. F</u>	Ron Krausz (Print or type name of person signing contract)
CHAIRMAN OF THE BOARD		Title Pres	sident
Lynna Monell Clerk of the Board o of San Bernardino ((Print or Type)
By		Dated:	
Deputy		Address 6	6823 S. Eastern Boulevard, Suite 101
		<u>_ L</u>	as Vegas, NV 89119
FOR COUNTY USE ONLY Approved as to Legal Form	Reviewed for Contract Con	npliance	Reviewed/Approved by Department
John Tubbs II, Deputy County Counsel	<u> </u>		Lyle Ballard, Real Property Manager, RESD

Date ____

Date _____ Date ____

EXHIBIT "A-1" CONSTRUCTION COST BREAKDOWN

TAD 5/14/2024
265 E 4TH ST Construction Cost Breakdown Submitted by:
San Bernardino, CA Icon General Contractors

Bernardino, CA		Icon General Contractor	
# L	Control of the Control	Amount	
	Site/Building	will you have been	
	TERIOR FLOORING/WALLS	\$	75,900
2 SAWCUT/TRENC	HING - PATCH BACK	\$	26,500
3 CORING - HOLES	@ BLDG	\$	1,700
4 ASPHALT PATCH		\$	5,800
5 DOORS/ FRAMES	/ HARDWARE	\$	31,250
6 FINISH CARPENT	RY		
7 INSULATION		\$	4,400
8 FIXED GLASS/ DO	OORS	S	36,313
9 STUCCO			
10 STEEL STUD FRA	AMING/DRYWALL	\$	24,650
11 INTERIOR PAINT		\$	121,350
12 CERAMIC TILE - F		\$	7,874
13 STAINLESS STEE		S	2,900
14 WINDOW FILM - S		\$	13,750
15 ACOUSTICAL CE		\$	3,000
16 WINDOW COVER	AND ADDRESS OF THE PROPERTY OF		
17 FIRE EXTINGUIS			
18 MISC. SIGNAGE	TET (O		
19 MILLWORK		\$	23,220
20 FLOORING - CAR	DET/STAIDS	\$	300,26
21 FLOOR PROTECT	The second secon	\$	11,900
22 ROUGH/FINISH E		\$	25,079
23 SITE ELECTRICA		\$	45,628
24 FIRE SPRINKLER		\$	6,900
25 ROUGH/ FINISH F		\$	10,100
26 ROUGH/ FINISH H		\$	2,680
27 KEYING	TVAC	\$	1,20
28 WROUGHT IRON	FENCING		
	FENCING	\$	213,600
29 ROLLING GATE		\$	95,900
30 GATE OPENERS 31 ADA PATH OF TR	AVEL CONCRETE	\$	89,950
32 PEDESTRIAN GA		\$	24,900
		\$	12,600
33 ADDITIONAL FEN		\$	9,150
34 LANDSCAPE & IR		\$	39,000
35 WASTE REMOVA		\$	2,70
36 TRAFFIC CONTR		\$	1,800
37 EQUIPMENTS RE		\$	1,200
38 INSURANCE LIAB		\$	5,950
39 MISC. TEMP LAB		\$	1,800
40 OFFICE/ STAFF C		\$	37,90
	CTION COSTS/ REPORTS	\$	75
42 TEMP TOILETS		\$	2,900
43 SUPERVISION		\$	47,500
44 PROFIT		\$	66,035
	TOTA	L COST \$	1,435,990

OCTOBER 9, 2024 ICON GENERAL CONTRACTORS

CONTRACT QUALIFICATIONS

01) Bid is based on plans and specifications drawn by ATC Design Group, set of plans dated as follows:

T1.0 thru T4.0	06/26/2024
A0.1	05/03/2024
A0.2	06/26/2024
A0.3	06/07/2024
AS.1	09/10/2024
A1.0a	06/19/2024
A1.0b	06/19/2024
A1.1a	06.26.2024
A1.1b	06/07/2024
A7.0	06/19/2024
A8.0	06/26/2024
A8.1	06/26/2024
A8.3	06/26/2024
E1.0	09/10/2024

- 02) All work to be completed per Prevailing Wage Requirements.
- 03) All Painting to be completed at nights and weekends. No painting to be done during normal working hours.
- 04) All flooring to be completed on nights and weekends.
- 05) New reception walls do not include "Kevlar." Only tempered glass.
- 06) All new walls to extend 6" above existing T-Bar height.
- 07) Shatter proof film to be installed at all exterior windows to 6' in height. Film will be installed on all exterior glass doors.

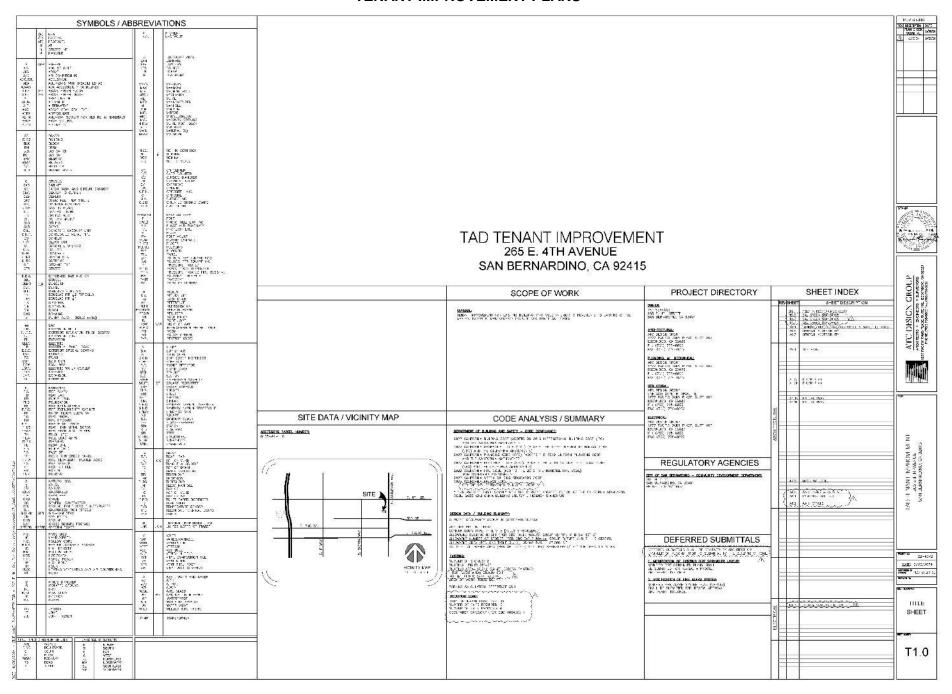
PAGE 2 - CONTRACT QUALIFICATIONS

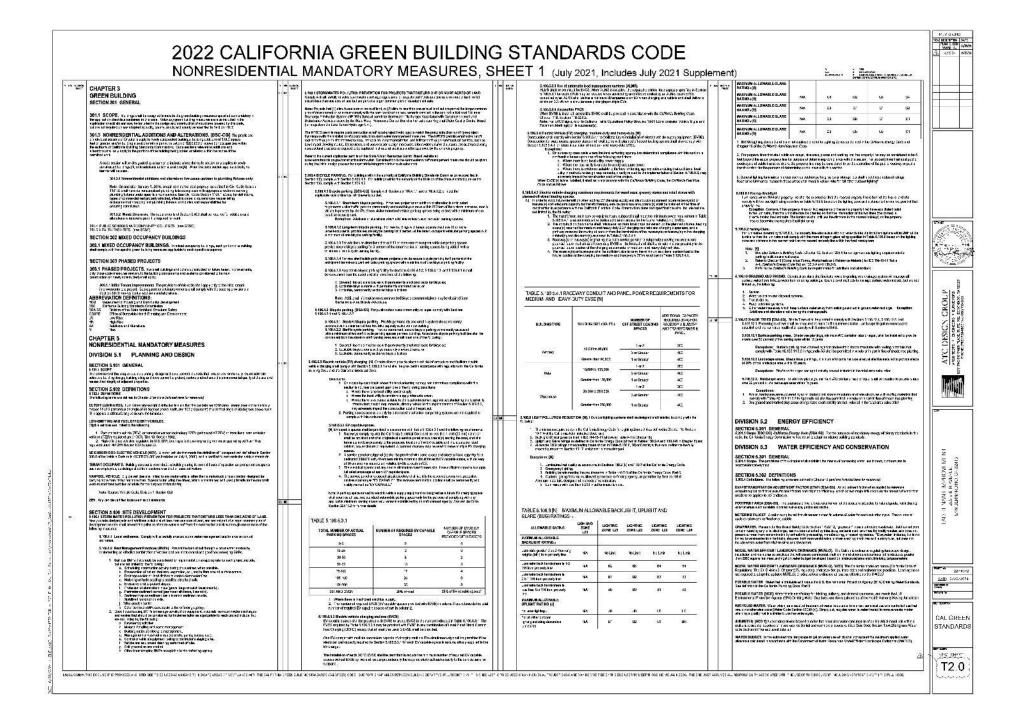
- 08) Remove and replace existing ADA pathway at east side of the building going to the street.
- 09) Solid color tile bands to be used where new walls are installed and existing tile is damaged.
- Low voltage and power to gates, card readers and cameras are per marked plans sent out by Chris Post (2 sheets) This bid incudes approximately
 1,975 lf. of trenching, conduit and patch back for the above items.
 Bid incudes four (8) 4" holes to be bored into building for camera and power.
- 11) GC to provide and set card readers posts. County vendor to install all low voltage wiring and the card reader.
- 12) Tenant (County) is responsible for moving all furniture to accommodate new construction and to remove all pictures, posters, etc. from walls for new paint. This includes furniture, chairs and workstation items to be relocated or salvaged.
- County to remove all items from walls before painting.
 County to move all furniture except for cubicles for flooring sub.
- System furniture and workstations by county.
 Security desk furniture by county.
- 15) Page E1.0 is subject to review by Electrical sub for any cost changes. (This page was not included in the bid documents)
- 16) One (1) new exit sign is to be added per page A1.1a/#27. This will be handled in a change order with the customer. Not included in bid set.

EXCLUSIONS:

Permits, Fees and Bonds Tenant Signage

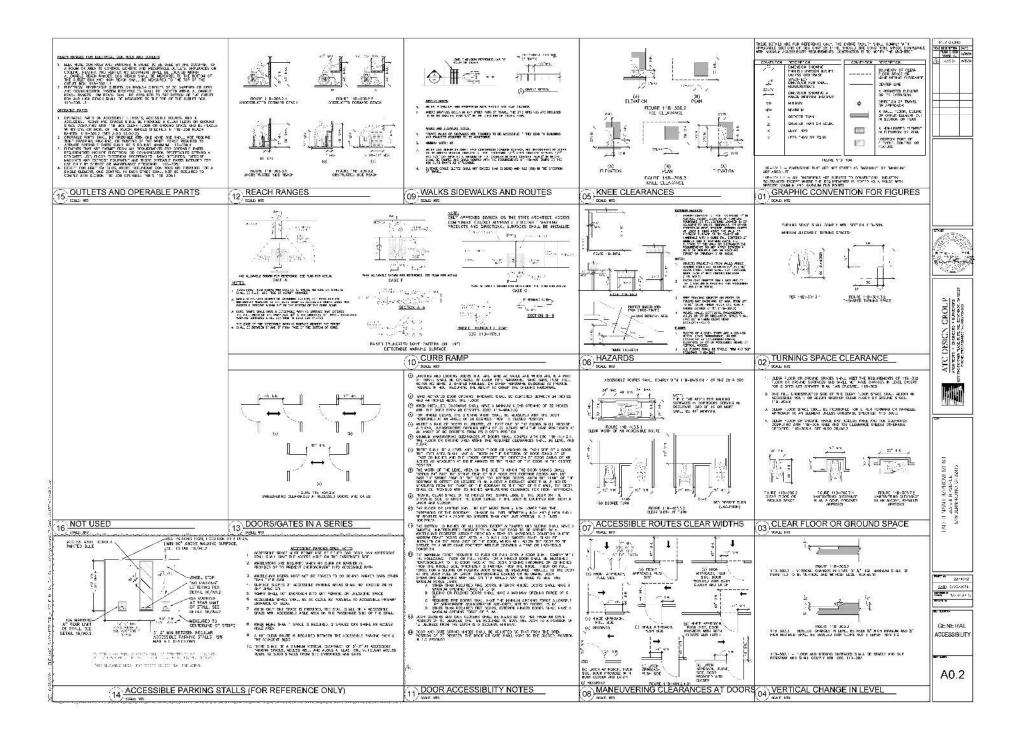
EXHIBIT "A-2" TENANT IMPROVEMENT PLANS



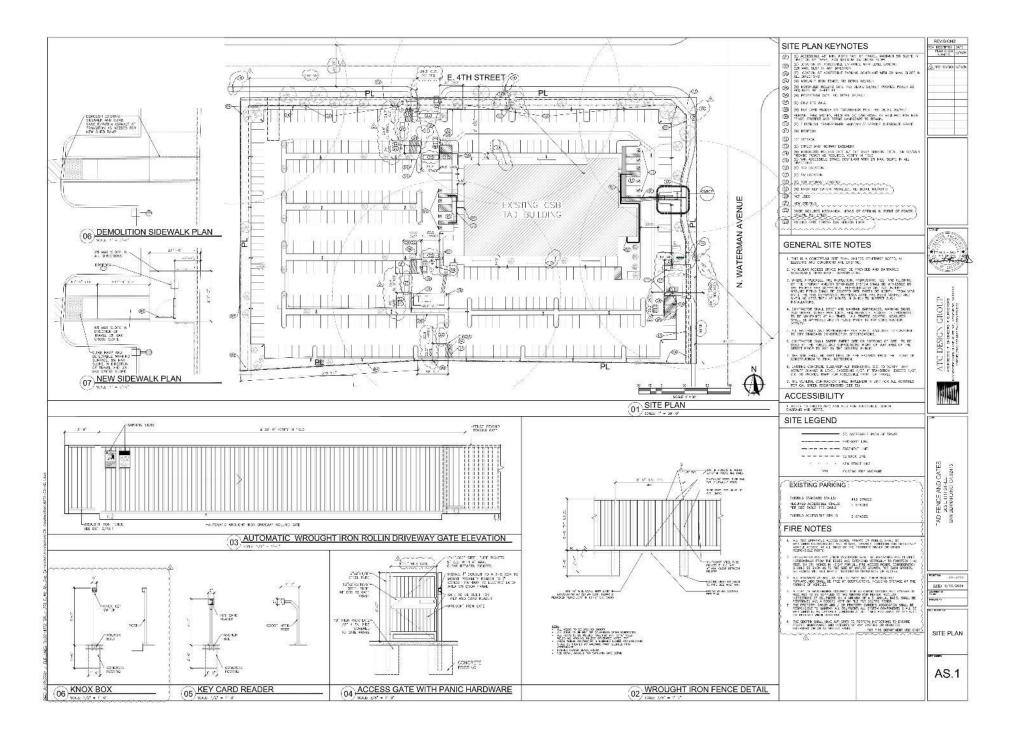


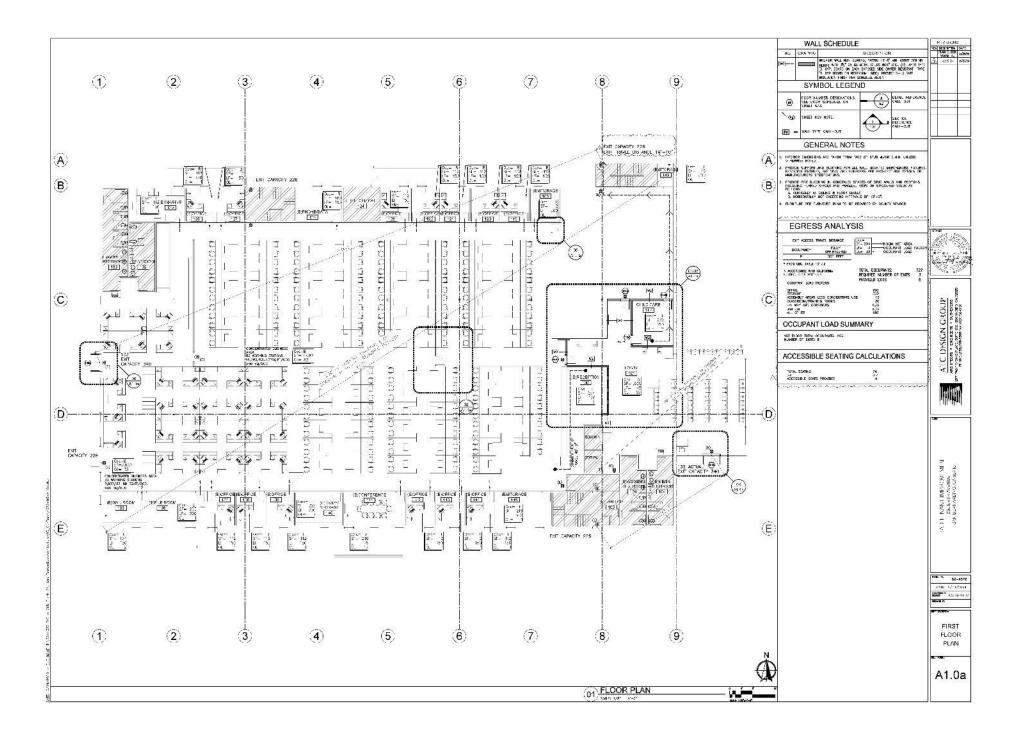
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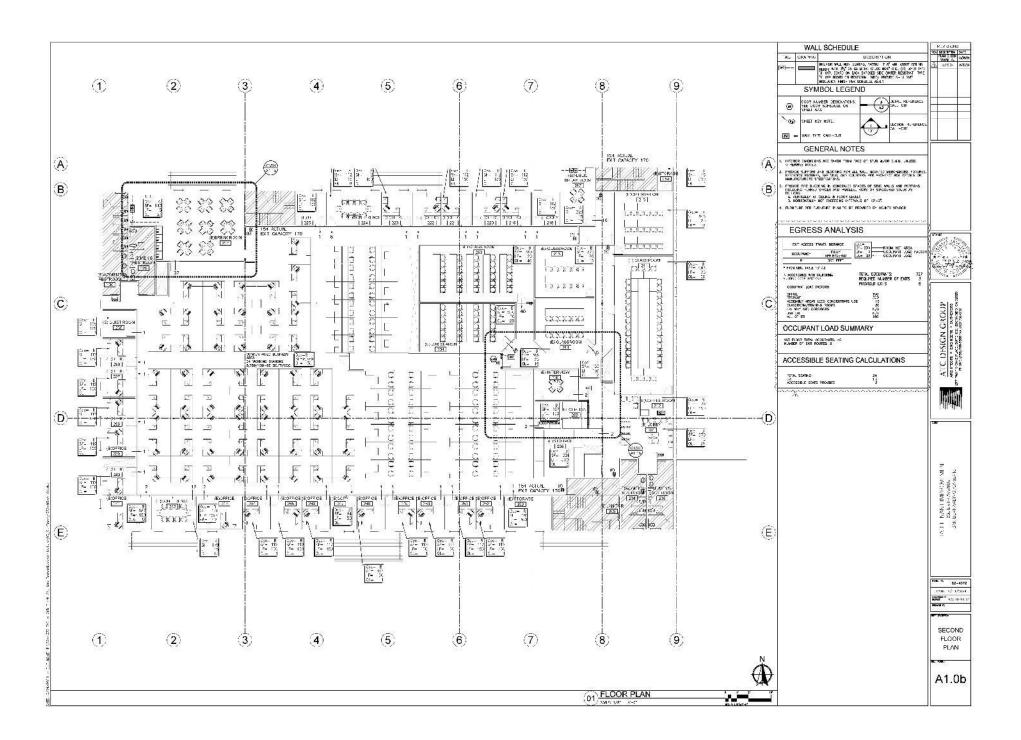
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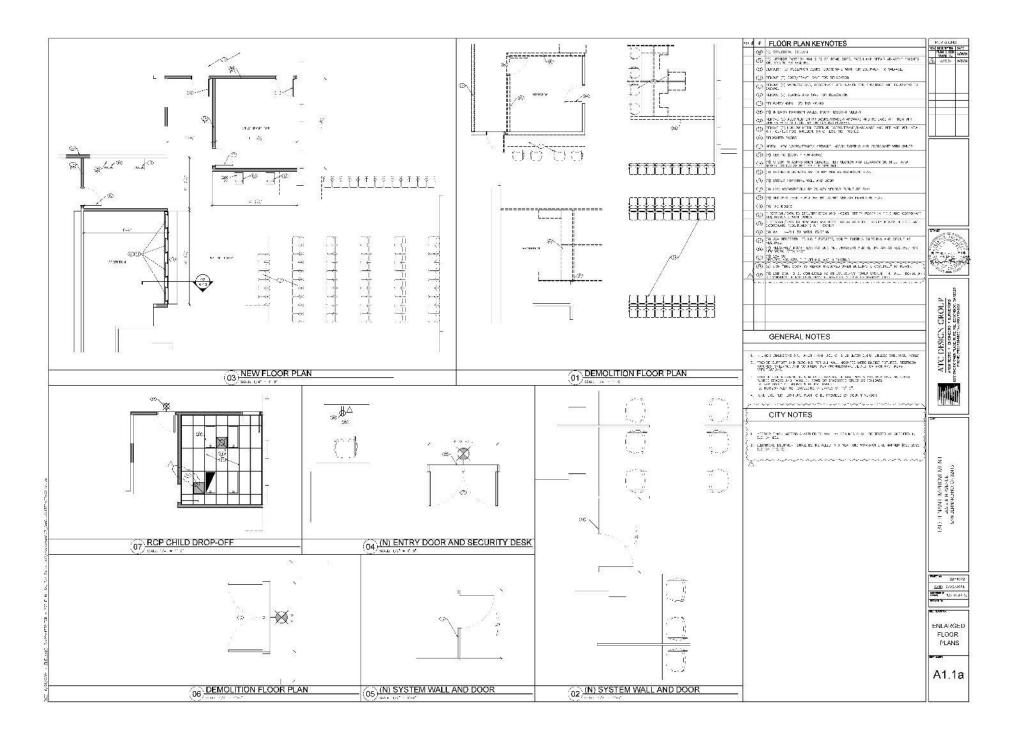


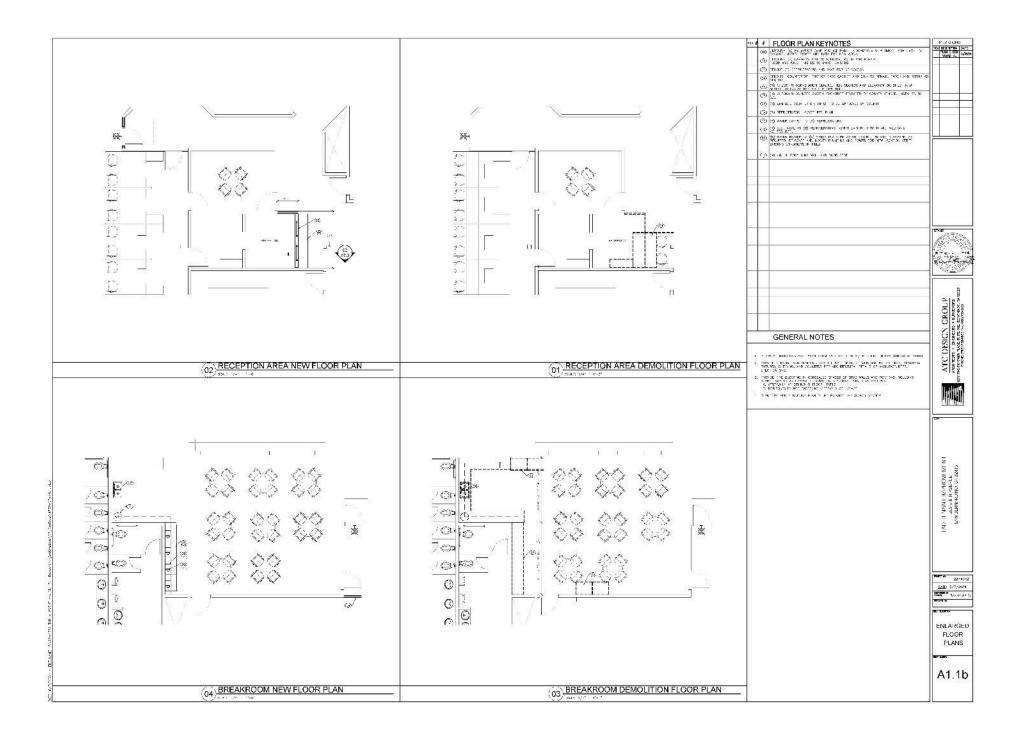
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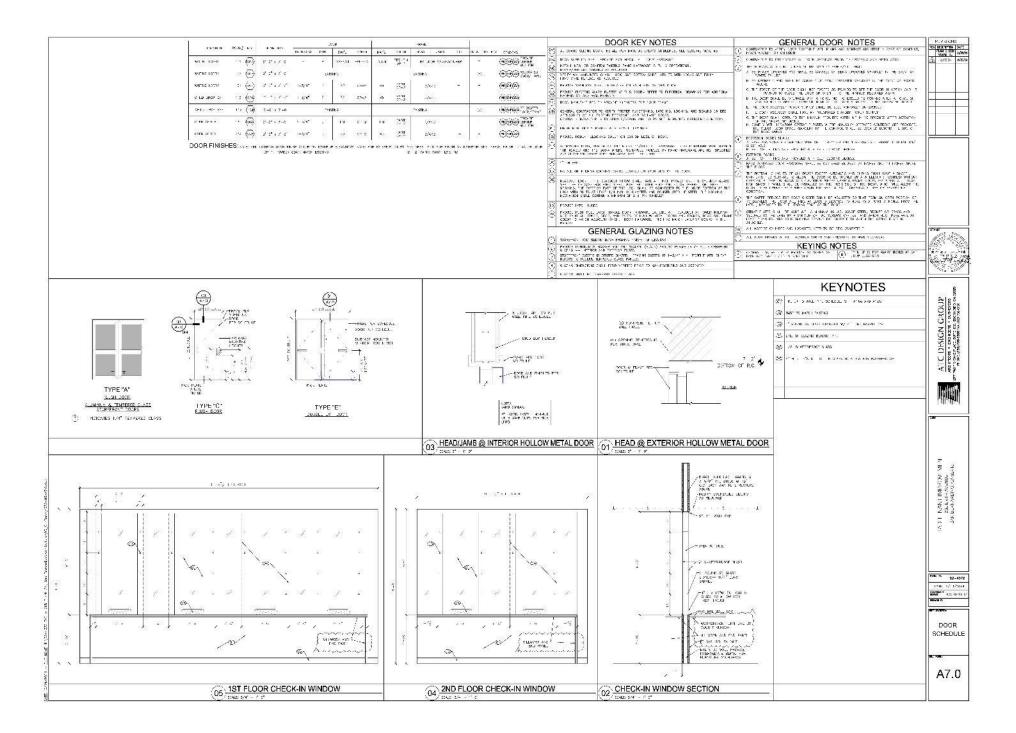


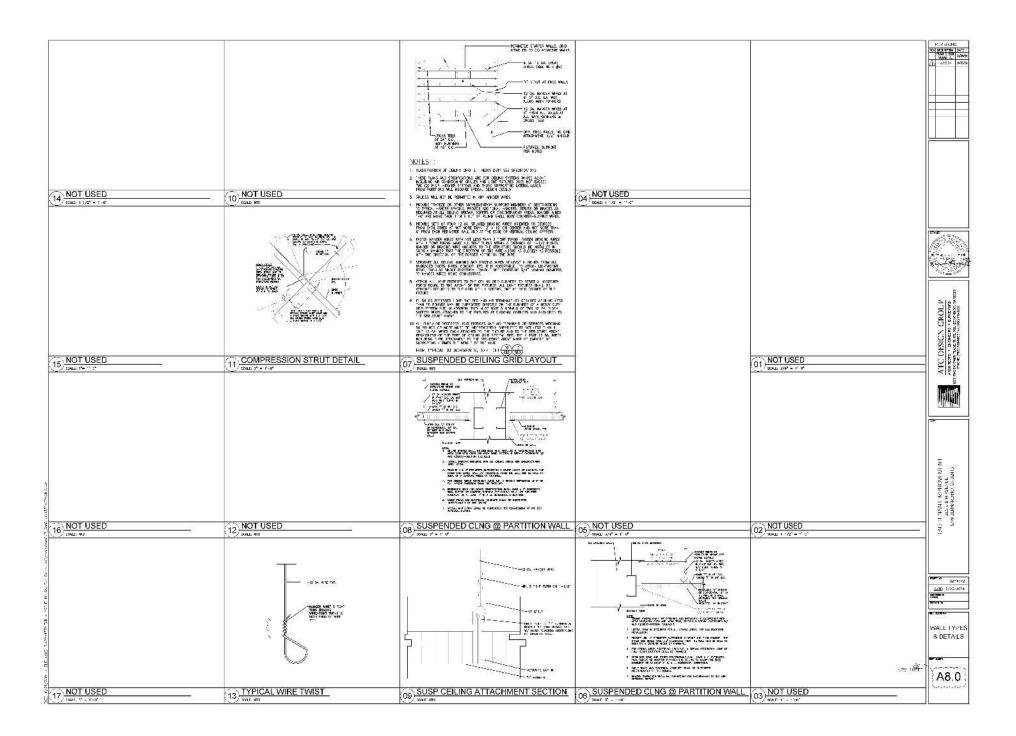




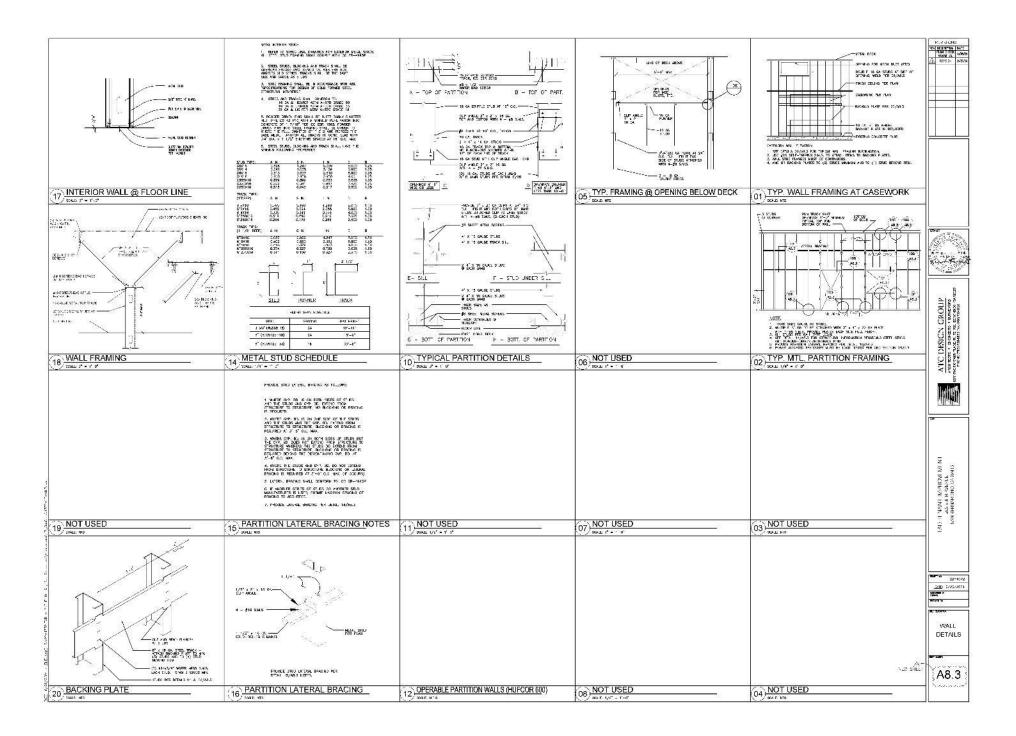








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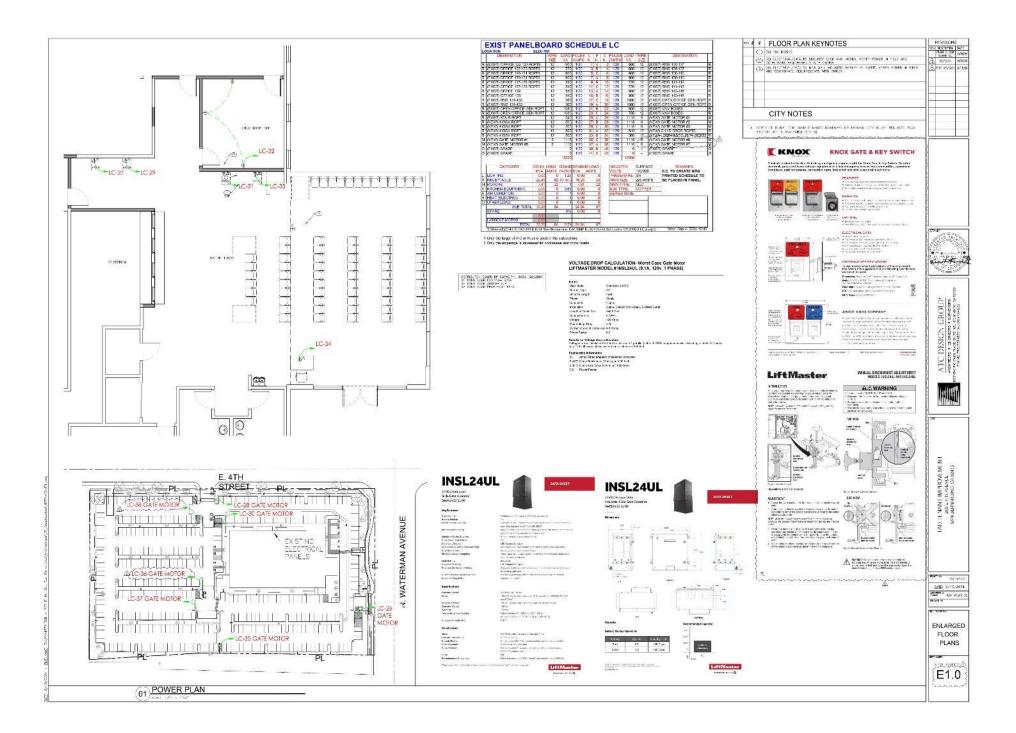


EXHIBIT "B" JANITORIAL SERVICES

The following services are to be performed by a licensed maintenance contractor. Janitorial service to provide/supply all sanitary and paper goods.)

DAILY SERVICES FIVE (5) DAYS PER WEEK:

- 1. Empty and damp clean all ashtrays.
- 2. Empty all waste baskets and other waste containers.
- 3. Dust mop all tiled-terrazzo floors.
- 4. Vacuum traffic lanes of carpeting.
- 5. Dust all desks, chairs, tables, filing cabinets and other office furniture.
- 6. Damp clean lobby counters.
- 7. Clean and sanitize rest room fixtures, mirrors, chrome pipes, etc.
- 8. Clean splash marks from walls of rest room.
- 9. Wet mop and sanitize rest room floors.
- 10. Refill soap, towel and paper containers.
- 11. Clean and sanitize drinking fountains.
- 12. Clean hand marks off glass on entrance doors.
- 13. Damp clean table tops in coffee rooms.
- 14. Clean kitchen sinks and counters.
- 15. Sweep entryways.
- 16. Brush down steps of inside stairwells.
- 17. Vacuum elevator carpet.
- 18. Spot clean elevator walls and doors.
- 19. Spot clean carpets of small spillages, footprints, etc.
- 20. Keep janitor closets clean and orderly.

DAY PORTER:

Day Porter shall provide a minimum of four (4) hours per day, five (5) days a week, the hours are to be agreed upon by COUNTY and landlord. Duties will include but not limited to the following:

- 1. Empty and damp clean all ashtrays.
- 2. Empty all waste baskets and other waste containers.
- 3. Dust mop all desks, chairs, tables, filing cabinets and other office furniture.
- 4. Clean and sanitize rest room walls, fixtures, mirrors, chrome pipes, etc.
- 5. Clean splash marks from wall of rest rooms and kitchen/break room.
- 6. Refill soap, towel and paper containers.
- 7. Clean and sanitize drinking fountains.
- 8. Damp clean table tops in kitchen/break room/coffee rooms.
- 9. Clean kitchen/break room/coffee room sinks and counters.
- 10. Remove paper and debris outside waiting areas and entries.
- 11. Perform sudden or emergency clean up or cleaning.

WEEKLY SERVICE:

- 1. Wet mop all tiled-terrazzo floors.
- 2. Clean all desk tops that are cleared.
- 3. Clean hand marks from walls, doors and woodwork
- 4. Vacuum all carpeting completely

EXHIBIT "B" JANITORIAL SERVICES (Continued)

ONCE-MONTHLY SERVICE:

Interior and exterior Pest Control

TWICE-MONTHLY SERVICE:

- 1. Dust high areas.
- 2. Vacuum upholstered furniture.
- 3. Clean lobby directories and fire extinguisher glass.
- 4. Machine scrub all tiled floors.
- 5. Wax all tiled floors.
- 6. Machine polish all tiled floors.
- 7. Pressure wash exterior perimeter of the building which includes front entry, employee entrance, sidewalks and walk ways.

OTHER SERVICES WHEN NEEDED:

- 1. Vacuum dust and dirt accumulation from air-conditioning vents.
- 2. Replace light bulbs and tubes inside building.
- 3. Brush down cobwebs inside building.
- 4. Machine scrub or dry clean all carpeted areas.

EVERY THREE MONTHS:

- 1. Wash outside windows.
- 2. Wash inside windows and partitions.
- 3. Supply and change entry mats.

WEEKLY SERVICE:

- 1. Contract with a mat service to supply and replace interior entry mats with cleaned mats.
- 2. Replace light bulbs and tubes inside building when needed.

EXHIBIT "F" PREVAILING WAGE REQUIREMENTS

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

1. Determination of Prevailing Rates:

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

2. Payment of Prevailing Rates

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

3. Prevailing Rate Penalty

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

4. Ineligible Contractors:

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

5. Payroll Records:

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

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

6. Limits on Hours of Work:

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

7. Penalty for Excess Hours:

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

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

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
 - The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

b. Labor Code section 1725.5 states the following:

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

- (a) To qualify for registration under this section, a contractor shall do all of the following:
- (1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.
- (B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.
- (2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:
- (A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.
- (B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.
- (C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.
- (D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- (E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:
- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
- (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
- (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
- (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

- "(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- (b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.
- (c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
- (1) The subcontractor is registered prior to the bid opening.

- (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
- (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- (d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.
- (e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.
- (f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.
- (g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
- (h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).
- (2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.
- (3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.
- (4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnity 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.
- (I) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.
- (m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

- "a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:
- (1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- (2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.
- (3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:
- (A) At least monthly or more frequently if specified in the contract with the awarding body.
- (B) In a format prescribed by the Labor Commissioner.
- (4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish

the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

- (5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.
- (b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:
- (1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.
- (2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.
- (c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.
- (d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

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

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—*it is not a request for the dispatch of an apprentice.*
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.

- iv. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
- v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see http://www.dir.ca.gov/Databases/das/pwaddrstart.asp.

b. Employ Registered Apprentices

- 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 <u>do not</u> 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 Rations:

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

5. Contractor's Compliance:

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

EXHIBIT "G"



Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

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

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

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

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

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

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

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

1.	Name of Landlord: 265 East 4th, LLC						
2.	. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?						
	Yes ☐ If yes, skip Question Nos.	. 3 - 4 and go to (Question No. 5.				
	No ⊠						
3.	Name of Principal (i.e., CEO/Presion matter and has a financial interest		ed in Question No F. Ron Krausz	o. 1, <u>if</u> the individual actively supports the			
4.	If the entity identified in Question N traded ("closed corporation"), ident			ess shareholders, and not publicly			
5.	Name of any parent, subsidiary, or above):	otherwise related	d entity for the enti	ty listed in Question No. 1 (see definitions			
	Company Name			Relationship			
П	N/A						
6.	Name of agent(s) of Landlord:						
6.	Name of agent(s) of Landlord: Company Name	Age	nt(s)	Date Agent Retained			
6.		Age	nt(s)	Date Agent Retained (if less than 12 months prior)			
		Age	nt(s)	_			
	Company Name	Age	nt(s)	_			
	N/A Name of Subcontractor(s) (including awarded contract if the subcontractor)	ing Principal and	I Agent(s)) that w	_			
	N/A Name of Subcontractor(s) (including awarded contract if the subcontractor)	ing Principal and ctor (1) actively s entified in the cor	I Agent(s)) that w	(if less than 12 months prior) ill be providing services/work under the er and (2) has a financial interest in the			
7.	N/A Name of Subcontractor(s) (including awarded contract if the subcontract decision and (3) will be possibly identification.	ing Principal and ctor (1) actively s entified in the cor	I Agent(s)) that w supports the matt ntract with the Cou	(if less than 12 months prior) ill be providing services/work under the er and (2) has a financial interest in the inty or board governed special district:			
7.	N/A Name of Subcontractor(s) (including awarded contract if the subcontract decision and (3) will be possibly identification.	ing Principal and ctor (1) actively s entified in the cor	I Agent(s)) that w supports the matt ntract with the Cou	(if less than 12 months prior) ill be providing services/work under the er and (2) has a financial interest in the inty or board governed special district:			

	not listed in Questions 1-7, but who may (1) actively support?) have a financial interest in the outcome of the decision:
Company Name	Individual(s) Name
N/A	
	made to any member of the San Bernardino County Board in the prior 12 months, by any of the individuals or entities
No ⊠ If no, please skip Question No. 10.	Yes $\ \square$ If yes, please continue to complete this form.
10. Name of Board of Supervisor Member or other Cou	inty elected officer:
Name of Contributor:	
Date(s) of Contribution(s):	
Amount(s):	
Please add an additional sheet(s) to identify additional Board made campaign contributions.	Members or other County elected officers to whom anyone listed
that the individuals and entities listed in Question Nos.	ts made herein are true and correct. Landlord understands 1-8 are prohibited from making campaign contributions of ervisors or other County elected officer while this matter is le by the County.
J. Port Kornaz.	10/23/2024
Signature ⁴²¹	Date
F. Ron Krausz	265 East 4th, LLC
Print Name	Print Entity Name, if applicable