

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



Contract Number

13-537 A-4

SAP Number

Real Estate Services Department

Department Contract Representative
Telephone Number

Terry W. Thompson, Director
(909) 387-5000

Contractor

AP-Transpark Office LLC, a
Delaware Limited Liability Company

Contractor Representative
Telephone Number

Tracey R. Bard, Jr., Vice President
909-987-8811

Contract Term

10/1/14-9/30/34

Original Contract Amount

\$9,036,348.00

Amendment Amount

\$11,581,668.00

Total Contract Amount

\$20,618,016.00

Cost Center

GRC/PROJ/JOB No.

62002945

Internal Order No.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("**COUNTY**"), as tenant, and AP-Transpark Office LLC ("**LANDLORD**"), as landlord, entered into Lease Agreement, Contract No. 13-537 dated July 9, 2013, as amended by the First Amendment dated August 19, 2014, the Second Amendment dated February 10, 2015, and the Third Amendment dated August 7, 2018 (collectively, the "**Lease**") wherein LANDLORD leases to COUNTY certain premises located at 2940 Inland Empire Boulevard in Ontario CA, as more specifically defined in the Lease, for a term that is currently scheduled to expire on September 30, 2024; and

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to (i) extend the term of the Lease for ten (10) years from October 1, 2024 through September 30, 2034 due to the County's concurrent exercise of the two existing five (5) year extension options, (ii) provide

for certain turnkey tenant improvements to be performed by LANDLORD, and (iii) amend certain other terms of the Lease as more specifically as set forth in this amendment (this "**Fourth Amendment**"); and,

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

1. Effective August 8, 2023, pursuant to the COUNTY's concurrent exercise two existing five-year extension options in Paragraph 6 of the Lease Agreement (OPTION TO EXTEND TERM), DELETE in its entirety the existing **Paragraph 3 (TERM)**, and SUBSTITUTE therefore the following as a new **Paragraph 3**:

3. **TERM**: The Initial Term of the Lease, which is defined as the period from October 1, 2014 (the "**Commencement Date**") through September 30, 2024, for the Premises is extended for ten years (the "**First Extended Term**") for the period from October 1, 2024, through September 30, 2034 (the "**Ending Date**").

2. Effective August 8, 2023, DELETE the existing **Paragraph 4 (RENT)**, and SUBSTITUTE therefore the following as a new **Paragraph 4**:

4. **RENT**:

A. COUNTY shall pay to LANDLORD the following monthly rent payments for the Premises for the remainder of the Initial Term and for the duration of the First Extended Term in arrears no later than the last day of each month, in the amounts as more specifically set forth below:

Remainder of Initial Term	Total Monthly Rent Payments
September 1, 2023 thru September 30, 2023	\$81,894.00
October 1, 2023 thru September 30, 2024	\$83,942.00

First Extended Term	Total Monthly Rent Payments
October 1, 2024 thru September 30, 2025	\$86,173.00
October 1, 2025 thru September 30, 2026	\$88,241.00
October 1, 2026 thru September 30, 2027	\$90,309.00
October 1, 2027 thru September 30, 2028	\$92,722.00
October 1, 2028 thru September 30, 2029	\$95,134.00
October 1, 2029 thru September 30, 2030	\$97,513.00
October 1, 2030 thru September 30, 2031	\$99,951.00
October 1, 2031 thru September 30, 2032	\$102,449.00
October 1, 2032 thru September 30, 2033	\$105,011.00
October 1, 2033 thru September 30, 2034	\$107,636.00

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. August 8, 2023, DELETE in its entirety the existing **Paragraph 37, VENUE** and SUBSTITUTE therefore the following as a **new Paragraph 37, VENUE**:

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

4. Effective August 8, 2023, DELETE in its entirety the existing **Paragraph 40, EARLY TERMINATION RIGHTS**, and SUBSTITUTE therefore the following as a **new Paragraph 40**:

40. **EARLY TERMINATION RIGHTS.**

a. Provided COUNTY is not in default (beyond any applicable notice and cure periods) at the time of LANDLORD'S receipt of COUNTY's Early Termination Notice (as defined below), COUNTY shall have the right to terminate the Lease as to the entire Premises effective at any time on or after September 30, 2032 (the "Early Termination Date") by providing written notice to the LANDLORD not less than one hundred eighty (180) days prior to the effective Early Termination Date, subject to the terms and provisions of this Paragraph 40. In the event COUNTY terminates the Lease as to the Premises pursuant to this paragraph, LANDLORD shall only have the right to receive from COUNTY the Monthly Rent or other sums due which will have been earned under the Lease for the Premises through the effective termination date and for no other amounts.

b. COUNTY's RESD Director shall have the authority on behalf of COUNTY to provide LANDLORD with notice of any termination pursuant to this Paragraph 40. In the event COUNTY terminates the Lease as to the Premises pursuant to this Paragraph 40, LANDLORD shall only have the right to receive from COUNTY the Monthly Rent or other sums due which will have been earned under the Lease for the Premises through the effective Early Termination Date and for no other amounts.

5. Effective August 8, 2023, DELETE in its entirety the existing **Paragraph 41, LANDLORD'S IMPROVEMENTS** and SUBSTITUTE therefore the following as a **new Paragraph 41, LANDLORD'S IMPROVEMENTS** and ADD a new Exhibit "A-1", Scope of Work,

Exhibit "A-1": Attachment "A", Exhibit "A-1": Attachment "B", Exhibit "A-1": Attachment "C", and Exhibit "J", each of which is attached hereto and incorporated herein by reference.

41. **LANDLORD'S IMPROVEMENTS:**

A. LANDLORD, at its sole cost and expense, and without any reimbursement from COUNTY, agrees to perform certain improvements to the Premises to the specifications set forth in Exhibit "A-1", Scope of Work, Exhibit "A-1": Attachment "A", Exhibit "A-1": Attachment "B", and Exhibit "A-1": Attachment "C" for 2023 Improvements (collectively, the "**2023 Improvements**").

B. In the event LANDLORD contracts for the construction of the 2023 Improvements or any portion thereof, and LANDLORD determines that such work is subject to 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 "J" attached hereto and incorporated herein by reference), then LANDLORD shall comply with the applicable provisions of such code sections. LANDLORD shall indemnify, defend, and hold harmless COUNTY and its officers, employees, contractors, and agents from any claims, actions, losses, damages and/or liability arising out of LANDLORD's non-compliance with the obligations of the applicable provisions of the aforementioned code sections. LANDLORD's indemnity obligations shall survive COUNTY's tenancy and shall not be limited by the existence or availability of insurance.

C. LANDLORD shall promptly commence the construction of the 2023 Improvements immediately following the mutual execution of this Fourth Amendment and shall thereafter diligently pursue the 2023 Improvements to completion in accordance with this Fourth Amendment. The 2023 Improvements shall be constructed in accordance with the terms of this Lease, including but not limited to Exhibit "A-1", Scope of Work and Exhibit A-1: Attachment A and Exhibit A-1: Attachment B, Paragraph 11, **HEALTH, SAFETY, AND FIRE CODE REQUIREMENTS**, and this Paragraph 41. The 2023 Improvements shall be deemed completed upon the occurrence of all of the following: (i) completion in accordance with the preceding sentence of this paragraph, (ii) COUNTY's receipt of a final certificate of occupancy for the Premises or other necessary approvals for the 2023 Improvements issued by all relevant governmental authorities, if applicable, and (iii) written acceptance (without waiving any defects) by an authorized representative of COUNTY for the 2023 Improvements for COUNTY's intended use (collectively, the "**Required Condition**"). LANDLORD agrees to substantially complete the 2023 Improvements in the Required Condition on or before the date that is twelve (12) full calendar months from the date that this Fourth Amendment is fully executed (the "**2023 Improvement Completion Date**"), subject only to minor punchlist items which are mutually agreed by the parties that shall be commenced by LANDLORD within thirty (30) days after said substantial completion and

diligently prosecuted to completion thereafter. LANDLORD agrees to regularly provide COUNTY a written progress report regarding the 2023 Improvements during the time that such work is on-going. Such reports shall contain updates regarding construction progress and notification of any permit approval regarding the 2023 Improvements and any other information reasonably requested by COUNTY. LANDLORD shall promptly notify COUNTY in writing of any delays to the projected completion date past the 2023 Improvement Completion Date. In the event LANDLORD fails to timely notify COUNTY in writing of any such delays, the 2023 Improvement Completion Date shall not be modified, and COUNTY shall have the remedies set forth in Paragraph 41.G. If LANDLORD provides written notice of such delay and such delay is due to reasons set forth in Paragraph 41.G, the 2023 Improvement Completion Date shall be extended for a period equivalent to the period of such delay.

D. LANDLORD shall not to make any modifications to the 2023 Improvements without first obtaining COUNTY's written approval in the form of an executed change order as set forth herein. During construction of the 2023 Improvements, if COUNTY's authorized COUNTY RESD representative proposes any modifications to or additional work that are not set forth in the specifications for the 2023 Improvements as set forth in this Fourth Amendment, LANDLORD shall, prior to commencing any proposed work, promptly provide pricing and schedule impacts to COUNTY for the proposed work. If the parties mutually agree to proceed with the proposed modification or additional work to the Improvements ("**COUNTY Change Order Work**"), the authorized representatives of the Parties shall execute a change order document ("**COUNTY Change Order**") setting forth the agreed specifications, costs, and schedule impact, if any, for the COUNTY Change Order Work and LANDLORD shall promptly complete said COUNTY Change Order Work. Any unapproved changes to 2023 Improvements will be at the sole cost and expense of LANDLORD (without any reimbursement by the COUNTY) and not the COUNTY.

E. LANDLORD understands and agrees that from the time that this Fourth 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. 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.

F. LANDLORD, at its sole expense, 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 shall provide all site plans (including elevations of the building and details of the exterior finish), space design plans, construction plans for the 2023 Improvements and provide such plans to COUNTY on a compact disc-recordable (CD-R) in file format compatible with MS-DOS and AutoCAD 2002 software (.dwg file extension).

G. LANDLORD acknowledges that late completion of the 2023 Improvements to COUNTY in the Required Condition by the 2023 Improvement Completion Date will cause COUNTY to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if LANDLORD does not complete the 2023 Improvements in the Required Condition by the 2023 Improvement Completion Date due to any reason that is within LANDLORD's reasonable control, LANDLORD agrees to pay the COUNTY liquidated damages of Two Hundred and 00/00 Dollars (\$200.00) for each day of delay, commencing from the first calendar day after the 2023 Improvement Completion Date to the date the 2023 Improvements are actually completed in the Required Condition. 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. Notwithstanding anything to the contrary herein, if LANDLORD fails to complete the 2023 Improvements in the Required Condition by the 2023 Improvement Completion Date for reasons other than set forth in Paragraph 41.G, then in addition to liquidated damages set forth in this Paragraph 41.G, COUNTY shall have the option, in its sole discretion, to perform LANDLORD's obligations to complete the 2023 Improvements and deduct the costs incurred by COUNTY due to LANDLORD's default from the rents or other amounts next due until the COUNTY's costs are fully reimbursed.

6. Effective August 8, 2023, DELETE in its entirety the existing Sections (8) and (9) of **Subparagraph A of Paragraph 13 MAINTENANCE** and SUBSTITUTE therefore the following as **new Sections (8) and (9) of Subparagraph A of Paragraph 13:**

13.A. **MAINTENANCE**

(8) LANDLORD shall, within sixty (60) days after October 1, 2029, and each seven (7) years thereafter during the term, including any extensions thereof, replace all carpet throughout the Premises, matching the same criteria as existing as originally described in Exhibit "A," General Specifications and Room by Rooms Specifications at LANDLORD's sole cost and expense; and

(9) LANDLORD shall, within sixty (60) days after October 1, 2029, and each five (5) years thereafter during the term, including any extensions thereof, repaint the entire interior of the Premises, matching the same criteria as existing as originally described in

Exhibit "A," General Specifications and Room by Rooms Specifications at LANDLORD's sole cost and expense.

7. Effective August 8, 2023, ADD a new Paragraph 57, POLITICAL CONTRIBUTIONS and a new Exhibit K, which is attached to this Fourth Amendment, as follows:

57. **POLITICAL CONTRIBUTIONS:** LANDLORD has disclosed to the COUNTY using Exhibit K, which is attached to this Fourth Amendment and incorporated herein by reference, whether it has made any campaign contributions of more than \$250 to any member of the COUNTY's 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 contract was approved by the County's 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 COUNTY's Board of Supervisors or other County-elected officer for 12 months after the COUNTY's consideration of this contract.

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

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

8. This Fourth 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 Fourth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Fourth 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 Fourth 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 Fourth Amendment, the provisions and terms of this Fourth Amendment shall control.

[REMAINDER OF PAGE LEFT BLANK – SIGNATURES ON FOLLOWING PAGE]

SAN BERNARDINO COUNTY

► 
Dawn Rowe, Chair, Board of Supervisors

Dated: AUG - 8 2023
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

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

AP-TRANSPARK OFFICE LLC, a
Delaware limited liability company

By: DGA-Properties LLC, a
Delaware limited liability company
Its: Managing Member

By: Abbey-Properties LLC, a
Delaware limited liability company
Its: Managing Member

By: _____
Tracey R. Bard, Jr.
Its: Vice President

Dated: _____

Address: 12447 Lewis Street, Suite 203
Garden Grove, CA 92840

FOR COUNTY USE ONLY

Approved as to Legal Form
► 
Agnes Cheng, Deputy County Counsel
Date 7/25/2023

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department

Lyle Ballard, Real Property Manager, RESD
Date 8/3/23

SAN BERNARDINO COUNTY



Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

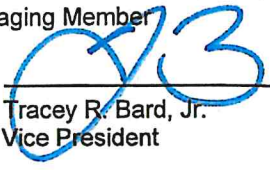
By _____
Deputy

AP-TRANSPARK OFFICE LLC, a
Delaware limited liability company

By: DGA-Properties LLC, a
Delaware limited liability company
Its: Managing Member

By: Abbey-Properties LLC, a
Delaware limited liability company

Its: Managing Member

By: 
Tracey R. Bard, Jr.
Its: Vice President

Dated: August 3, 2023

Address: 12447 Lewis Street, Suite 203
Garden Grove, CA 92840

FOR COUNTY USE ONLY

Approved as to Legal Form

Agnes Cheng, Deputy County Counsel

Date _____

Reviewed for Contract Compliance



Date _____

Reviewed/Approved by Department

Lyle Ballard, Real Property Manager, RESD

Date _____

EXHIBIT "A-1"
SCOPE OF WORK

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH
2940 Inland Empire Blvd Ontario, CA

The COUNTY and LANDLORD both acknowledge that Exhibit "A-1" Scope of Work, Exhibit "A-1": Attachment "A", Exhibit "A-1": Attachment "B", and Exhibit "A-1": Attachment "C" (collectively, the "**2023 Improvements**") set forth the COUNTY'S specifications for the 2023 Improvements to be constructed pursuant to this Fourth Amendment. Notwithstanding anything to the contrary in this Fourth Amendment nor the exhibits and the attachments hereto, including but not limited to Attachment B and Attachment A, in the event that actual costs for the 2023 Improvements exceed the total of Six Hundred Twenty Three Thousand, Nine Hundred Eighty and 88/100 Dollars (**\$623,980.88**), such additional 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 an approved COUNTY Change Order(s) or pursuant to a written amendment mutually executed by the parties.

EXHIBIT "A-1": ATTACHMENT "A"

2023 IMPROVEMENTS SCOPE OF WORK – (page 1 of 5)

AP-Transpark Office LLC
San Bernardino County
2940 Inland Empire Blvd.
Ontario, CA

Plan Date #:
12/9/2021
Job #: 22-131
Date: 10/18/2022
Sq. Ft.: 34,297

WORK DESCRIPTION	UNIT	
Area 1 CCRT		
Demolition		
Demo Interior partition to create door opening	1	Each
Remove restroom accessories and save	1	lot
Demo existing walls	47	LF
Demo drywall to expose plumbing at break area	1	chg
Demo ceramic tile floor and walls in restroom	1914	SF
Demo existing vct flooring in storage	40	SF
Remove existing ceilings - acoustical	240	SF
Demo existing hard lid ceiling in restroom	63	sf
Demo existing cabinetry (upper and lower)	18	LF
Remove existing door assemblies and save	3	Each
Remove existing plumbing fixtures	3	Each
Sawcut and break concrete around plumbing	1	chg
Division 3 Concrete		
Concrete		
Floor leveling after ceramic tile is removed	80	SF
Pour concrete after plumbing is removed	1	lot
Division 5 Metals		
Miscellaneous Metal		
Insert metal frames at window panels	1	Each
Division 7 Thermal Protection		
Insulation		
Install Rockwool insulation in new walls	250	SF
Roofing		
Patch roof after plumbing and vent is removed	1	lot
Division 8 Doors & Windows		
Doors & Frames		
Relocate existing Doors	2	Each
Division 9 Finishes		
Drywall		
Build floor to Ceiling Height Wall	25	LF
Frame and drywall to close in door opening	1	ea.
Frame and drywall new door opening	1	ea.
Repair drywall after demo	1	lot
Acoustical		

EXHIBIT "A-1": ATTACHMENT "A" (continued)

2023 IMPROVEMENTS SCOPE OF WORK – (page 2 of 5)

Suspended Ceilings repair	1	Lot
Plumbing		
Cap Existing Plumbing	3	Each
HVAC		
Air Distribution	240	SF
Supply Diffuser	4	Each
Return Grill	4	Each
Division 16 Electrical		
Electric		
2x4 Flour. Fixture match existing	2	Each
Relocate Light Fixtures	4	Each
A B Wall Switch	2	Each
Light Sensors Wall	2	Each
Reconnect Light fixtures in open area	1	lot
Allowance to install Duplex - Wall	2	Each
3/4" Tel./Data Stub Up - Wall	2	Each
Furniture Feed Wall - Power	1	Each
Furniture Feed Tel./Data Wall	1	Each
Demo / Safe off	6	Hrs.
Area 2		
Demolition		
Disassemble and remove existing cubicles	6	Each
Furnish carpet mask to protect carpet tiles	1	lot
Remove Existing Ceilings tiles for framing	1	lot
Division 5 Metals		
Miscellaneous Metal		
Insert Metal Frames at window Panels	1	Each
Division 7 Thermal Protection		
Insulation		
Install Rockwool insulation in new walls	720	SF
Division 8 Doors & Windows		
Doors & Frames		
Furnish and install paint grade doors, timely frames and matching hardware	4	Each
Division 9 Finishes		
Drywall		
Build Floor to Ceiling Height Wall	72	LF
Acoustical		
Suspended Ceilings repair	1	Lot
HVAC		
Air Distribution	576	SF
Supply Diffuser	4	Each

EXHIBIT "A-1": ATTACHMENT "A" (continued)

2023 IMPROVEMENTS SCOPE OF WORK – (page 3 of 5)

Return Grill	4	Each
Division 16 Electrical		
Electric		
2x4 Flour. Fixture match existing	2	Each
Relocate Light Fixtures	6	Each
A B Wall Switch	4	Each
Light Sensors Wall	4	Each
Reconnect Light fixtures in open area	1	lot
Allowance to install Duplex - Wall	8	Each
3/4" Tel./Data Sub Up - Wall	4	Each
Demo / Safe off	6	Hrs.
Area 3		
Demolition		
Remove and save doors and frames	2	ea.
Remove and haul away fixed windows and frames	2	ea.
Demo office walls	23	lf
Demo corridor wall leave header flush with T-bar	12	lf
Demo T-bar grid save lights and registers	132	sf
Division 5 Metals		
Miscellaneous Metal		
Insert Metal Frames at window Panels	1	Each
Division 7 Thermal Protection		
Insulation		
Install Rockwool insulation in new walls	390	SF
Division 8 Doors & Windows		
Doors & Frames		
Reinstall door and frame from area 1	2	Each
Division 9 Finishes		
Drywall		
Build Floor to Ceiling Height Wall	39	LF
Acoustical		
Suspended Ceilings repair	132	sf
HVAC		
Air Distribution	444	SF
Supply Diffuser	3	Each
Return Grill	3	Each
Division 16 Electrical		
Electric		
Relocate Light Fixtures	6	Each
A B Wall Switch	2	Each
Light Sensors Wall	2	Each
Allowance to install Duplex - Wall	5	Each
3/4" Tel./Data Sub Up - Wall	2	Each

EXHIBIT "A-1": ATTACHMENT "A" (continued)

2023 IMPROVEMENTS SCOPE OF WORK – (page 4 of 5)

Demo / Safe off	4	Hrs.
Area 4		
Demolition		
Disassemble and remove existing cubicles	3	Each
Furnish carpet mask to protect carpet tiles	1	lot
Remove Existing Ceilings tiles for framing	1	lot
Division 7 Thermal Protection		
Insulation		
Install Rockwool insulation in new walls	410	SF
Division 8 Doors & Windows		
Doors & Frames		
Furnish and install paint grade doors, timely frames and matching hardware	1	Each
Division 9 Finishes		
Drywall		
Build floor to Ceiling Height Wall	41	LF
Acoustical		
Reinstall ceiling tiles after construction	1	Lot
HVAC		
Air Distribution	766	SF
Supply Diffuser	4	Each
Return Grill	4	Each
Division 16 Electrical		
Electric		
Relocate Light Fixtures	3	Each
A B Wall Switch	2	Each
Light Sensors Wall	2	Each
Reconnect Light fixtures in open area	1	lot
Allowance to install Duplex - Wall	4	Each
3/4" Tel./Data Snub Up - Wall	4	Each
Demo / Safe off	6	Hrs.
Division 21 Fire Suppression		
Fire Life Safety		
Speaker / Strobe Unit 7 ea.	1	lot
After Hour Life Safety Test	1	lot
Division 8 Doors & Windows		
ADA Door		
Retrofit exterior storefront door at enclosed patio with ADA push button automatic opener	1	Each
Division 1 General Requirements		
Project Coordination		
Demo carpet and base throughout	34297	sf

EXHIBIT "A-1": ATTACHMENT "A" (continued)

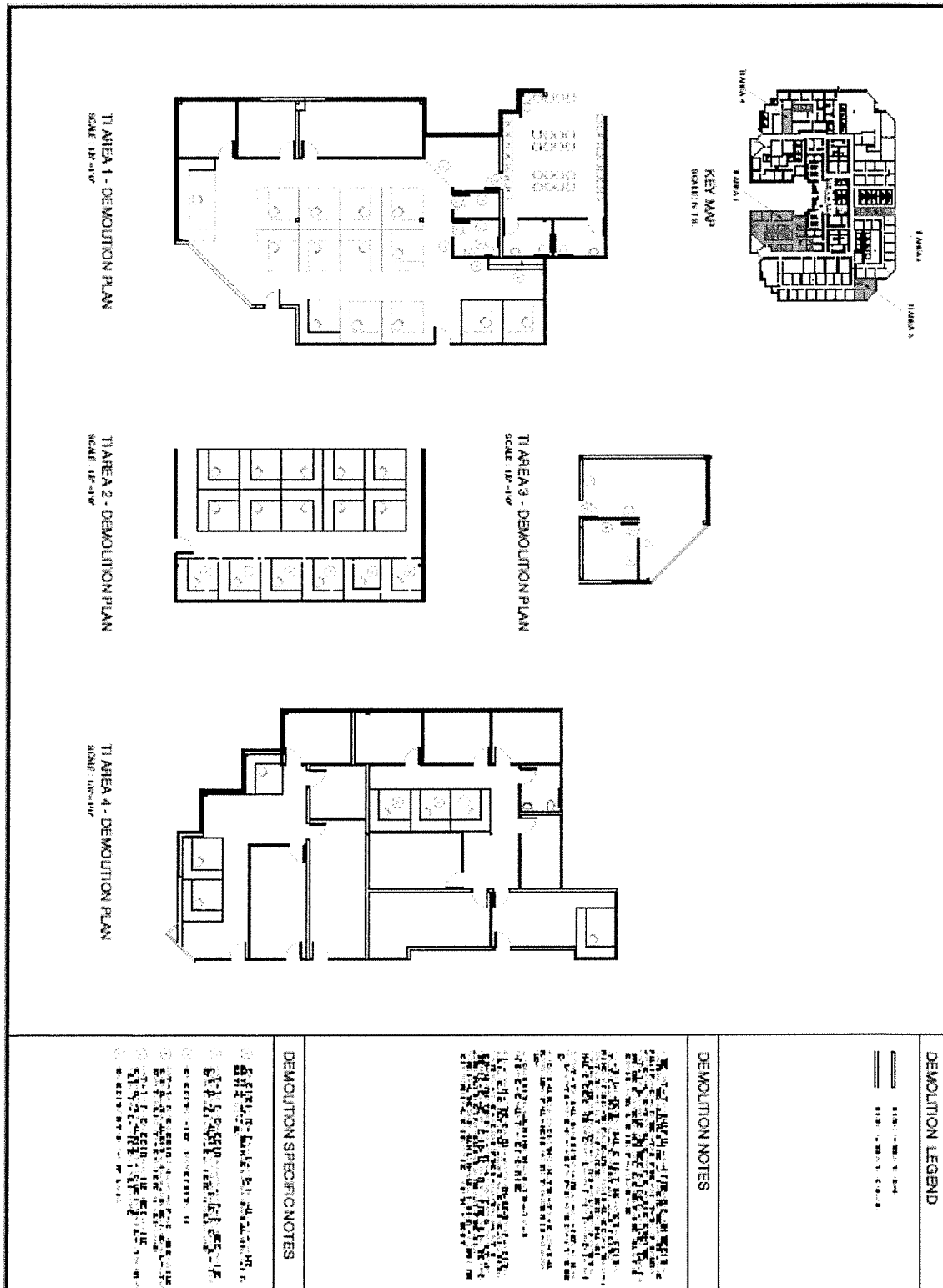
2023 IMPROVEMENTS SCOPE OF WORK – (page 5 of 5)

Furnish and install Shaw 36" squares, (play EW24, pistachio 58545 or Gilded 58150 Carpet	34297	sf
Allowance to move furniture and cubicles	34297	sf
Prime and paint walls throughout using Dunn Edwards DE6148 and or DE 6150	34297	sf
Project Manager	20	Hrs.
Superintendent	80	Hrs.
Dumpsters 40 yards	3	Each
Miscellaneous/ Protection	1	Lot

GENERAL DEPICTION OF 2023 IMPROVEMENTS (page 1 of 6)

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GENERAL DEPICTION OF 2023 IMPROVEMENTS (page 2 of 6)



GENERAL DEPICTION OF 2023 IMPROVEMENTS (page 3 of 6)

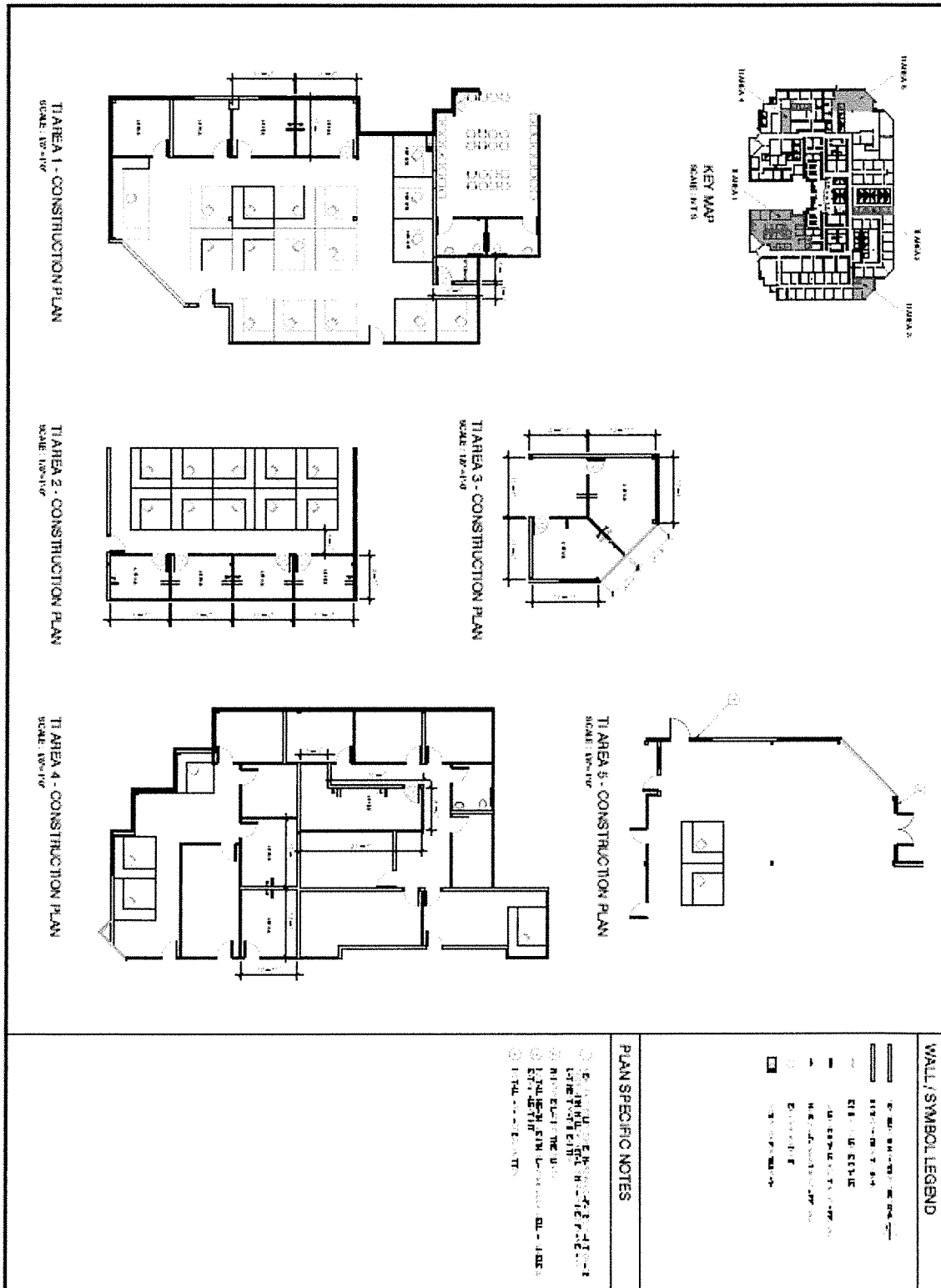
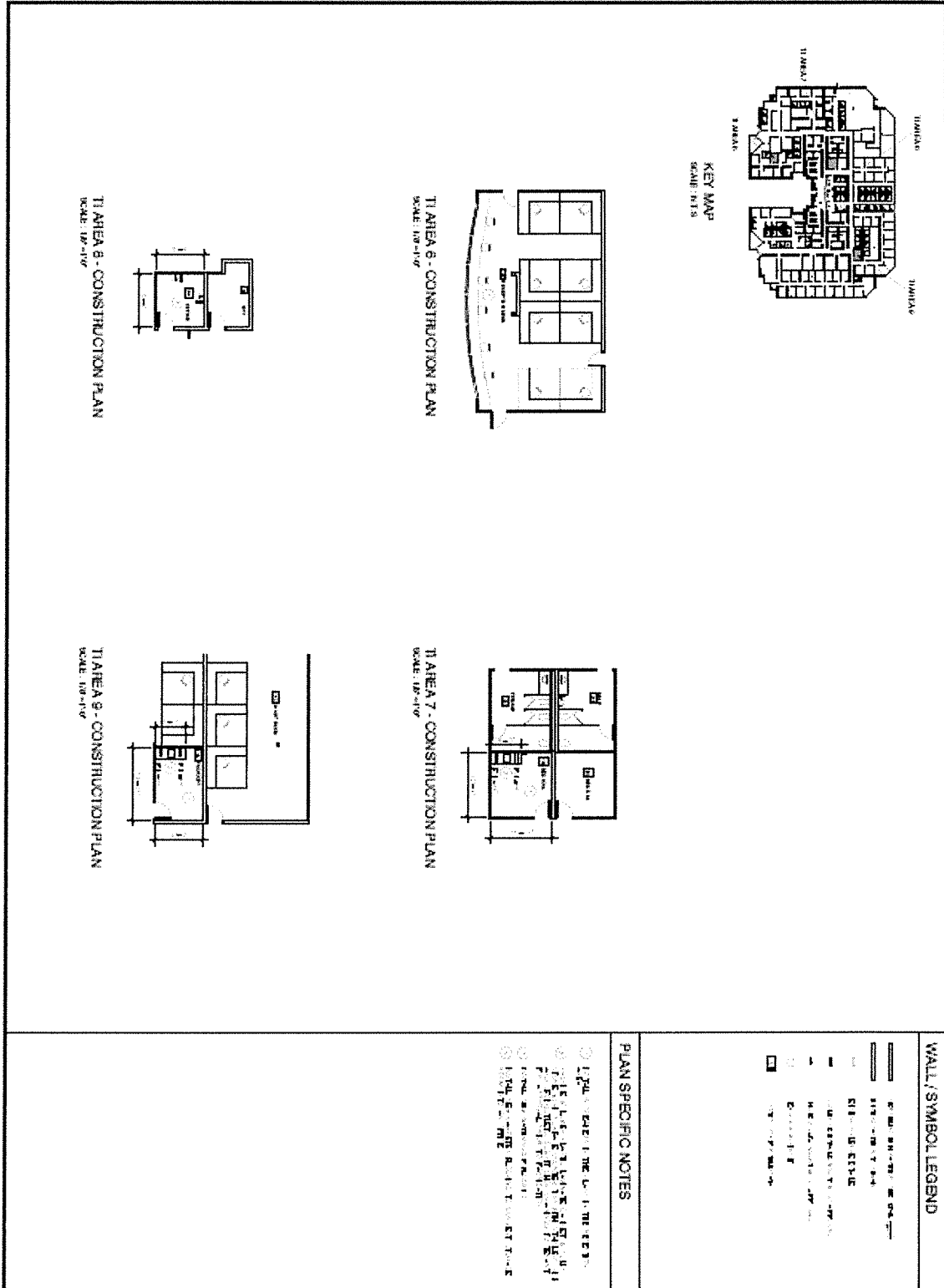


EXHIBIT "A-1": ATTACHMENT "B" (continued)

GENERAL DEPICTION OF 2023 IMPROVEMENTS (page 4 of 6)



GENERAL DEPICTION OF 2023 IMPROVEMENTS (page 5 of 6)

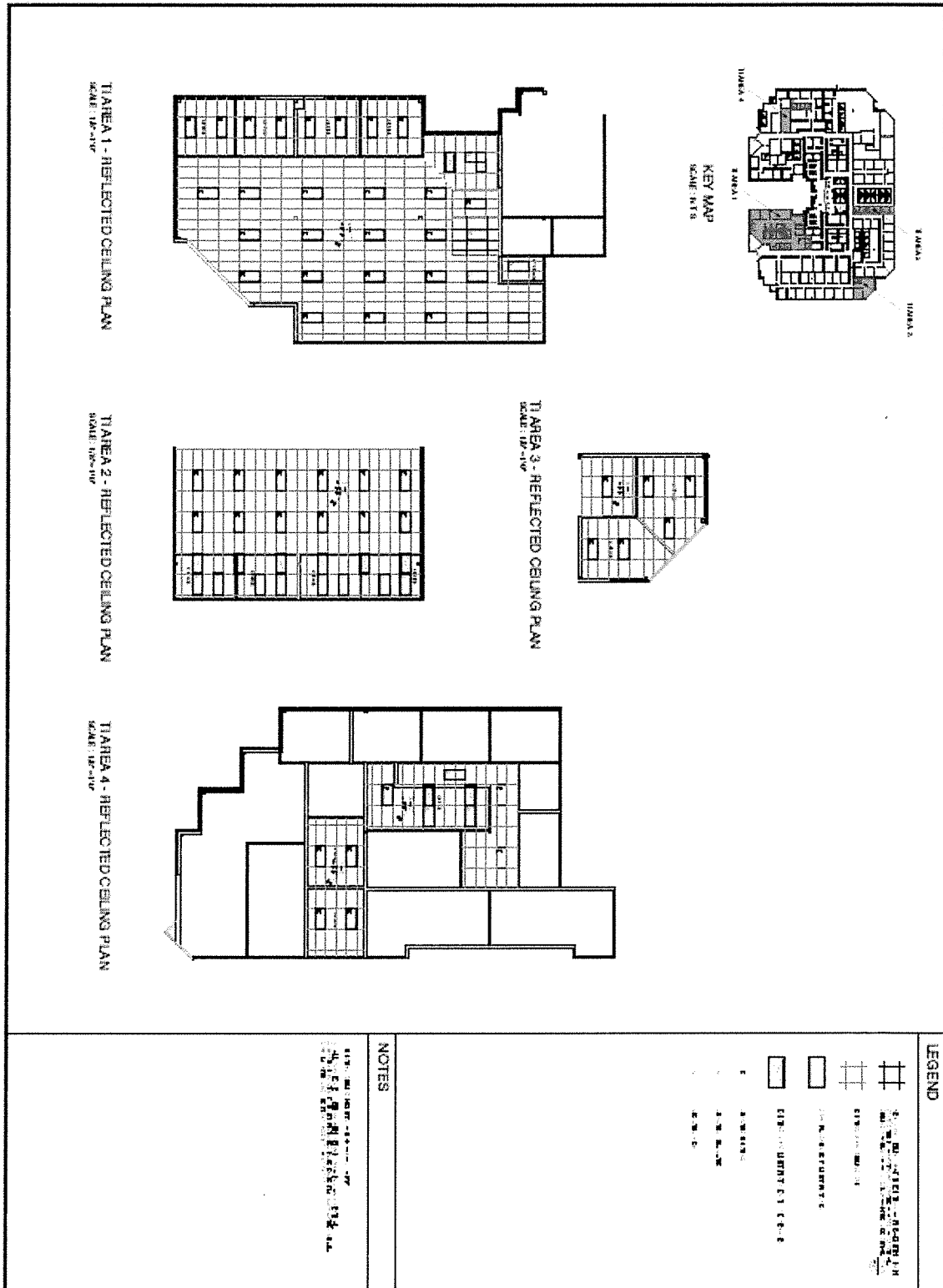


EXHIBIT "A-1": ATTACHMENT "B" (continued)

GENERAL DEPICTION OF 2023 IMPROVEMENTS (page 6 of 6)

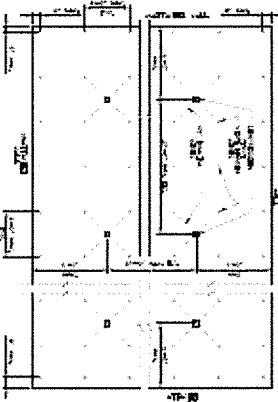
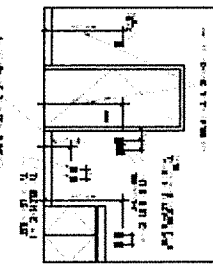
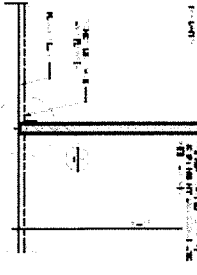
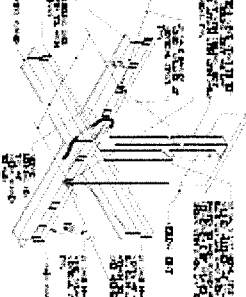
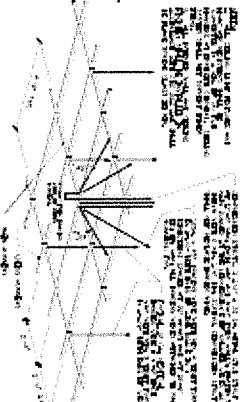
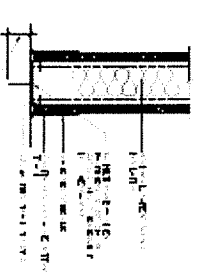
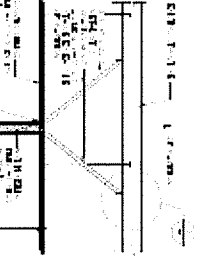
	6 SUSPENDED CEILING SYSTEM SCALE: 1/8" = 1'-0"	5 SUSPENDED LIGHT FIXTURE SCALE: 1/8" = 1'-0"	2 BRACING AT DECKING ABOVE SCALE: 1/8" = 1'-0"
	4 MOUNTING HEIGHTS SCALE: 1/8" = 1'-0"	3 PARTITION AT FLOOR SCALE: 1/8" = 1'-0"	1 CEILING HEIGHT PARTITION SCALE: 1/8" = 1'-0"
			
			

EXHIBIT "A-1": ATTACHMENT "C"

JOB STANDARDS

1. All work must meet or exceed applicable safety, building, seismic, electrical, and fire codes. If permits are required, Landlord, at Landlord's sole cost and expense, is responsible to purchase and/or obtain permits from the governing jurisdiction.
2. Workmanship shall be in the best standard practices of the trade/industry.
3. Reasonable care must be taken when performing tasks in and around County leased premises; Landlord must, at Landlord's sole cost and expense, repair any damage caused by Landlord and/or Landlord's contractors to the condition existing immediately prior to the commencement of the 2023 Improvements and in a timely manner (It shall be Landlord's responsibility to note the existing condition of floors, walls, carpeting, etc. prior to start of the 2023 Improvements).
4. Landlord's work areas shall be reasonably free of debris at the end of each workday.
5. Work shall not impede County business at the Premises, create a nuisance, or endanger County employees and/or the public. Landlord shall install barriers or otherwise separate the work areas within the Premises as required by law and/or standard industry practices to protect the health and safety of the occupants of the Premises.

EXHIBIT "J"

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 2023 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 requirement for bid purposes only as allowed under Labor Code section 1771.1(a).
- ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- iii. This project is subject to compliance monitoring and enforcement by the DIR.
- iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
- v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
- vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

b. Labor Code section 1725.5 states the following:

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

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

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

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

application or renewal fees to qualify for the number of years for which they wish to preregister.

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

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

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

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

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

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

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

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

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

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

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

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

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court

that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

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

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

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

c. Labor Code section 1771.1 states the following:

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

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

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

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

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

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

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

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

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

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

pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

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

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

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

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

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

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

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

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

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

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

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

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

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at

his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

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

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

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

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

d. Labor Code section 1771.4 states the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

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

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

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice.*
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract, or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
 - i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each

- apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
- iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
 - i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
 - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
 - v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

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

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the

Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

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

5. Contractor's Compliance:

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

**EXHIBIT “K”
POLITICAL CONTRIBUTIONS**

**SENATE BILL 1439
LANDLORD INFORMATION REPORT**

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the COUNTY Board of Supervisors or other County-elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with 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; 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 COUNTY’s Board or COUNTY’s employees for purposes of influencing the COUNTY’s decision in a matter.

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

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

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

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

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

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

1. Name of LANDLORD:_____

2. Name of Principal (i.e., CEO/President) of LANDLORD, if the individual actively supports the matter and has a financial interest in the decision:

3. Name of agent of LANDLORD:

Company Name	Agent(s)

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact

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

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

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐

No ☐

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the COUNTY's Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County-elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☐ If **no**, please skip Question No. 9 and sign and date this form.

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

9. Name of COUNTY's Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional COUNTY Board Members/County-elected officer to whom anyone listed made campaign contributions.

By signing the contract, LANDLORD certifies that the statements made herein are true and correct. LANDLORD understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the COUNTY's Board of Supervisors or other County-elected officer while award of this contract is being considered and for 12 months after a final decision by the COUNTY.