



ORIGINAL

Contract Number

12-167 A6

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Lugunia Offices, LLC
Contractor Representative	Ron Shahbandi, Managing Member
Telephone Number	(714) 801-7818
Contract Term	November 19, 2013 – January 31, 2039
Original Contract Amount	\$17,499,165.56
Amendment Amount	\$6,743,704.63
Total Contract Amount	\$24,424,870.19
Cost Center	7810001000
GRC/PROJ/JOB No.	5700 4644
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Lugunia Offices, LLC ("LANDLORD"), as landlord, previously entered into Lease Agreement, Contract No. 12-167 dated March 27, 2012, as amended by the First Amendment dated March 12, 2013, the Second Amendment dated April 23, 2013, and the Third Amendment dated February 11, 2014, as amended by the Fourth Amendment dated April 21 2020, and as amended by the Fifth Amendment on January 9, 2024 (collectively, the "Lease") wherein LANDLORD leases certain premises at 1811 W. Lugonia Avenue, Redlands, CA, as more specifically described in the Lease, to COUNTY for a term that is currently scheduled to expire on January 8, 2034; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to extend the term through January 31, 2039, through the County's early exercise of one existing five (5) year extension option; and

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect tenant improvements on the terms and conditions set forth herein, and amend certain other terms of the Lease as set forth in this amendment (the "Sixth Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions and the foregoing recitals which are hereby incorporated by reference, the parties hereto agree the Lease is amended as follows:

1. Effective February 1, 2026, pursuant to the COUNTY's early exercise of one existing five-year extension options in **Paragraph 6, OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 3., TERM** and SUBSTITUTE therefore the following as a new **Paragraph 3., TERM**:

3. **TERM:** The term of the Lease is extended by five (5) years and twenty-three (23) days through January 31, 2039 (the "**Second Extended Term**").

2. Effective February 1, 2026, DELETE the existing **Paragraph 4., RENT** and SUBSTITUTE therefore the following as a new **Paragraph 4., RENT**:

4. **RENT:**

A. COUNTY shall pay to Landlord the following monthly rental payments in arrears on or before the last day of each calendar month, commencing when the term commences, continuing during the term. Total Rent for the Premises during any partial calendar month during the term of the Lease shall be pro-rated based on the actual number of days the Premises is occupied by COUNTY in said month.

Lease Year	Monthly Rent	Monthly Amortization of Improvements	Monthly Supplemental Maintenance	Total Monthly Payment
February 1, 2026 - January 31, 2027	\$79,370.49	\$2,246.20	\$2,939.65	\$84,556.34
February 1, 2027 - January 31, 2028	\$81,751.61	\$2,246.20	\$3,027.84	\$87,025.65
February 1, 2028 - January 31, 2029	\$84,204.15	\$2,246.20	\$3,118.67	\$89,569.02
February 1, 2029 - January 31, 2030	\$86,730.28	\$2,246.20	\$3,212.23	\$92,188.71
February 1, 2030 - January 31, 2031	\$89,332.19	\$2,246.20	\$3,308.60	\$94,886.99
February 1, 2031 - January 31, 2032	\$92,012.15	\$2,246.20	\$3,407.86	\$97,666.21
February 1, 2032 - January 31, 2033	\$94,772.52	\$2,246.20	\$3,510.10	\$100,528.81
February 1, 2033 - January 31, 2034	\$97,615.69	\$2,246.20	\$3,615.40	\$103,477.29
February 1, 2034 - January 31, 2035	\$100,543	\$2,246.20	\$3,723.86	\$106,513.06
February 1, 2035 - January 31, 2036	\$103,559	\$2,246.20	\$3,835.58	\$109,640.78
February 1, 2036 - January 31, 2037	\$106,666	\$0.00	\$3,950.64	\$110,616.64
February 1, 2037 - January 31, 2038	\$109,866	\$0.00	\$4,069.16	\$113,935.16
February 1, 2038 - January 31, 2039	\$113,162	\$0.00	\$4,191.24	\$117,353.24

B. Because the existing Lease commenced on January 9, 2024, rent for the month of January is subject to proration. The rental payment due for the period January 2026 shall be prorated based on the actual number of days COUNTY occupies the Premises during that period, and paid at the rental rate applicable under the Lease in accordance with the provisions in paragraph 4.A. The parties further agree that, in order to eliminate recurring January rent proration, this Amendment revises the Lease Term to commence on February 1, 2026.

Any partial-month rent owed at the beginning or end of the term, or resulting from this transition, shall be prorated using a **per-diem rate equal to 1/number of calendar days of the applicable monthly rent**.

C. If the required proration result in additional rent payments that fall outside the monthly rent schedule set forth in this Sixth Amendment, to ensure timely payment and to comply with County fiscal procedures, the Purchasing Agent is expressly authorized to issue purchase orders, as necessary, to pay any prorated rent amounts required to effectuate the transition to the

new billing cycle, and such prorated amounts shall be deemed authorized payments under this Sixth Amendment.

D. LANDLORD agrees and has registered through the San Bernardino County's Electronic Procurement Network (ePro) system at <https://epro.sbcounty.gov/epro/> or SAP, whichever is the County's then current electronic procurement system.

3. Effective January 27, 2026, DELETE in its entirety the existing **Paragraph 41., LANDLORD IMPROVEMENTS** and SUBSTITUTE therefore a new **Paragraph 41., LANDLORD IMPROVEMENTS**, to read as follows:

41. **LANDLORD'S IMPROVEMENTS:**

A. LANDLORD, at its cost, agrees to make the improvements to the Premises set forth in Exhibit "G-1", Premises Specifications ("Improvements"). The Improvements shall be completed by October 31, 2026. LANDLORD shall, within ten (10) days after the start of the Second Extended Term provide COUNTY receipts, invoices, and other billing and/or accounting information necessary to verify the cost of all Improvements. The failure of LANDLORD to timely submit documentation to verify the cost of all Improvements shall waive LANDLORD's right to be reimbursed for the unamortized portion of such costs as provided in Paragraph 40, COUNTY'S RIGHT TO TERMINATE LEASE.

B. Additional Tenant Improvements and the Lease, including but not limited to this Paragraph 41, LANDLORD'S IMPROVEMENTS and Paragraph 11, HEALTH, SAFETY, AND FIRE CODE REQUIREMENTS (collectively, the "2026 Improvements"). The 2026 Improvements shall be deemed completed on the date that LANDLORD has completed the 2026 Improvements in substantial accordance with Exhibit "G-1" and the Lease, including but not limited to this Paragraph 41, LANDLORD'S IMPROVEMENTS and Paragraph 11, HEALTH, SAFETY, AND FIRE CODE REQUIREMENTS, ("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) business days after punchlist has been provided to LANDLORD from COUNTY.

C. The parties agree that, as of the Sixth Amendment Effective Date, LANDLORD's total cost, including the cost of the construction drawings for the 2026 Improvements is estimated to be \$269,543.97 ("Total Improvement Cost") and the COUNTY shall reimburse LANDLORD for a portion of said total cost in the amount of \$269,543.97 ("County Reimbursement Amount"), which includes interest at the rate of 6.5%, and the management fee at the rate of 10%. The County Reimbursement Amount shall be amortized, commencing on February 1, 2026, as set forth in Paragraph 4.A, RENT.

D. LANDLORD understands and agrees not to make any modifications to the improvement plans and specifications as set forth in Exhibit "G-1", Improvement Specifications, without first obtaining approval in the form of an amendment to this Lease. Any changes to these plans and specifications, without first acquiring said approval, will be at the expense of the LANDLORD and not the COUNTY.

E. In the event LANDLORD contracts for the construction of any portion of the Improvements set forth in Exhibit "G-1", Improvement Specifications, LANDLORD shall comply with the applicable provisions of the California Public Contract Code 22000 through 22045 regarding bidding procedures and Labor Code Section 1720.2 and 1770 et seq. regarding general prevailing wages (See Exhibit "I"). LANDLORD shall indemnify and hold harmless COUNTY and its officers, employees, and agents from any claims, actions, losses, damages and/or liability arising out of the obligations set forth in this subparagraph. The LANDLORD's indemnity obligations shall survive the COUNTY's tenancy and shall not be limited by the existence or availability of insurance.

F. Notwithstanding anything to the contrary in Paragraph 41.C above, the parties hereby acknowledge that the Total Improvement Cost is subject to change should the COUNTY make any changes to the 2026 Improvement plans and specifications after the Sixth Amendment Effective Date. The County Reimbursement Amount shall be adjusted to the actual cost reasonably incurred by LANDLORD to install the 2026 Improvements (“Adjusted Improvement Cost”). In the event the Adjusted Improvement Cost 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 2026 Improvement Payment. In the event the Adjusted Improvement Cost 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 2026 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.H.

(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 2026 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.F(ii)(b), provided that if modifications are not mutually agreed on or before the confirmed end date of said thirty (30) day period, the COUNTY shall be deemed to have exercised its option in Paragraph 41.F.(ii)(a)(3), rendering this Sixth Amendment null and void and without legal effect; or

(2) Agree to pay the entire Level 2 Overage in accordance with Paragraph 41.F(ii)(b); or

(3) Rescind the extension of the term of this Lease for five years, as provided in Paragraph 3. TERM of this Sixth Amendment (without any requirement to use the COUNTY’s contingency for the Excess Cost Cap in Paragraph 41.H); in which case the entirety of this Sixth Amendment shall be deemed null and void and without any legal effect and the Lease shall expire on its current expiration date of January 8, 2034.

(b) The COUNTY shall, at its sole discretion, pay for any Level 2 Overage resulting from its election of either Paragraph 41.F(ii)(a)(1) or (2) by: (I) purchase order(s) in accordance with Paragraph 41.H, provided that any such Level 2 Overage that exceeds the Excess Cost Cap (as defined in Paragraph 41.H) is subject to further approval from the COUNTY’s Board of Supervisors; and/or (II) in an amount to be amortized monthly over the Extended Term, which amount

would be in addition to the Monthly Amortized 2026 Improvement Payment set forth in Paragraph 4.A for the Extended Term, provided that any such additional amortized amount is subject to further approval from the COUNTY's Board of Supervisors. If further approval from the COUNTY's Board of Supervisors is required, the COUNTY shall have ninety (90) days from the COUNTY's Level 2 Overage Election Notice to obtain such approval. If such approval is not timely obtained, then this Sixth Amendment shall be deemed null and void and without legal effect.

(c) Notwithstanding anything to the contrary in this Paragraph 41.F(ii), in the event that this Sixth Amendment would be deemed null and void in accordance with the process in Paragraph 41.F(ii) (including any sub-paragraphs), LANDLORD has the right to supersede such nullification and continue the Lease in accordance with this Sixth Amendment by paying the entire amount of the Level 2 Overage that exceeds \$100,000.00 at its sole cost and expense and without any reimbursement by the COUNTY by providing the COUNTY with written notice of election such later than thirty (30) days after the Sixth Amendment would be deemed null and void; in which case the COUNTY shall pay the first \$100,000.00 of the Level 2 Overage.

Subject to force majeure (as defined below) and any delays caused by Tenant, LANDLORD shall diligently pursue the 2026 Improvements to completion in the Required Condition by no later than October 31, 2026, ("Completion Date"). LANDLORD agrees to provide the COUNTY a written progress report every sixty (60) days after the mutual execution of this Sixth 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 2026 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 Sixth Amendment, the term "force majeure" shall mean that to the extent that a party's performance of any of its obligations (expressly excluding Tenant's monetary obligations set forth in Paragraph 4.A of this Sixth Amendment any subsequent amendment to said paragraph) in relation to the 2026 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 non-performance for only so long as the force majeure event continues.

G. LANDLORD acknowledges that late delivery of the 2026 Improvements to COUNTY in the Required Condition after the Completion Date (subject to extension as agreed by both parties which may be amended) above will cause COUNTY to incur costs not contemplated by the Lease and this Sixth Amendment, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if LANDLORD does not deliver the 2026 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 2026 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.

H. In the event that during construction of the 2026 Improvements, there is an Overage pursuant to paragraph 41.F or an authorized representative of the COUNTY requests any other new specifications or any modifications to then existing specifications for the 2026 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.F 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.F 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 2026 Improvement Payment during the Second Extended Term as set forth in **Paragraph 4.A, RENT** except as set forth in Paragraph 41.F(ii)(b)(II). 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.

I. LANDLORD understands and agrees that from the time that this Sixth Amendment is executed through the completion of the 2026 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. COUNTY agrees that it will consent to any change among the members of LANDLORD after which James Dickey, Sara Sinatra, Amy Console or any combination of them or trusts created by or for the benefit of any of them remains the holder of the majority of the voting membership interests in LANDLORD. 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.

J. 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 Sixth Amendment, as part of the Total Improvement Fixed Costs, must furnish all of the design, material, labor and equipment required to construct the 2026 Improvements in the Required Condition, apply for and obtain all permits, licenses, certificates, and approvals necessary for the construction of the 2026 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 compact disc-recordable (CD-R) in an Adobe Acrobat file format (.pdf file extension) and on AutoCAD software (.dwg file extension). The plans and specifications for the improvements shall be submitted as a reproducible hardcopy and copied on a CD-R with formats compatible with Microsoft Word.

4. Effective January 27, 2026, DELETE existing Exhibit “B” – LICENSED JANITORIAL AND MAINTENANCE CONTRACTOR SERVICES and SUBSTITUTE therefore a new Exhibit “B” – LICENSED JANITORIAL AND MAINTENANCE CONTRACTOR SERVICES, attached hereto.

5. Effective January 27, 2026, DELETE Paragraph 59, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439) and Exhibit “H” – CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439) and SUBSTITUTE therefore a new Paragraph 59., LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE and Exhibit H Levine Act Campaign Contribution Disclosure attached and incorporated herein, to read as follows:

59. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** LANDLORD has disclosed to the COUNTY using Exhibit “H” – Levine Act Campaign Contribution Disclosure, whether it has made any campaign contributions of more than \$500 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 \$500 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 \$500 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.

6. This Sixth 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 Sixth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Sixth 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 Sixth Amendment upon request.

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

END OF SIXTH AMENDMENT.

SAN BERNARDINO COUNTY

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

Dated: JAN 27 2026
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

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



LUGUNIA OFFICES, LLC

By *Ron Shahbandi*
Ron Shahbandi (Jan 13, 2026 15:25:28 PST)
(Authorized signature - sign in blue ink)

Name Ron Shahbandi

Title Managing Member

Dated: 13/01/2026

Address P.O. Box 719
Tustin, CA 92781

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ *John Tubbs II*
John Tubbs II, Deputy County Counsel
Date 1-13-26

Reviewed for Contract Compliance
▶ _____
Date _____

Reviewed/Approved by Department
▶ *John Gomez*
John Gomez / Real Property Manager, RESD
Date 1/13/26

EXHIBIT "B"
LICENSED JANITORIAL AND MAINTENANCE CONTRACTOR SERVICES

The janitorial and maintenance schedule is designed to keep the facility in a clean, orderly, and well-maintained state. The following schedule is considered the minimum standard janitorial services that are to be performed. The landlord shall review each facility monthly and provide additional services as needed. All janitorial and maintenance services shall be provided by licensed janitorial contractors in a professional manner. **Landlord is responsible for providing all services related to the health and cleanliness of the leased facility.**

Landlord, Janitorial and Maintenance vendor(s) must provide Material Safety Data Sheets (MSDS) for all cleaning solutions, spray products and chemicals, used by staff and/or stored on site. All cleaning agents must remain safely locked in Janitor's Closet or other secured location. Copies of the MSDS must be posted in the Janitor's Closet for immediate inspection.

Landlord, Janitorial and Maintenance vendor(s) are to provide/supply all materials necessary to maintain the facility including all sanitary, cleaning and paper goods. Refill supplies shall be readily accessible to on-site supervisors and shall be maintained with sufficient supply to keep the facility operational. Shared access to the janitors' closet(s) shall be determined and agreed upon between janitors and on-site supervision, to include safety concerns. Landlord, Janitorial and Maintenance vendor(s) shall keep janitor and any supply rooms in a clean and orderly state.

Landlord, Janitorial and Maintenance vendor(s) shall maintain posted check off schedules for all services to be provided. County to approve check off schedule format and be provided access to review the schedule completion history. Landlord, Janitorial and Maintenance vendor(s) are to provide County with confirmation of monthly and quarterly service completion, including date of service and photographic evidence of before and after.

JANITORIAL SERVICES

Day Porter/Janitor Service

The shift hours scheduled for the Day Porter/Janitor are to be reviewed and approved by COUNTY. The Day Porter/Janitor shall be on site for a minimum of one (1) hour per day, excluding County Holidays. The Day Porter/Janitor shall perform services on a quiet basis, as to not disturb employees or clients. Day porters are to be uniformed in a professional manner. Services are to be provided five (5) days a week. Following are the services to be performed:

1. Exterior - Main Entrance, Employee Entrances and Patios
 - a. Empty all ash and trash receptacles.
 - b. Remove papers and debris outside main entrance.
 - c. Clean up reported spills at patio areas and as needed.
2. General
 - a. Empty waste containers in common areas (i.e. breakrooms, conference rooms, lobbies, etc).
 - b. Clean and sanitize all high-touch areas, fixtures and accessories, several times daily with increased frequency, as use dictates. High touch daily clean and sanitized areas shall include but are not limited to the following:
 - i. Restrooms: fixtures, flush valves, handles, accessories, doors, partitions, etc.
 - ii. Office areas: handles, wall switches, buttons, counters, entrance & exit door handles and push bars, stair rails, lobby and common area chairs.
 - iii. Breakroom and kitchenettes: cabinet/drawer pulls & handles, microwave touchpad and handles, refrigerator handles, table tops in breakrooms, etc.
 - iv. Conference rooms and common rooms: tables, chair armrests, phone handsets and pushbutton surfaces, etc.
 - c. Clean and sanitize guard station in presence of security personnel.
 - d. Clean spots and fingerprints from glass in high traffic areas
3. Restrooms
 - a. Clean and sanitize fixtures, mirrors, chrome pipes, etc.
 - b. Clean splash marks from walls.
 - c. Refill soap, paper towel and toilet paper dispensers.
 - d. Clean and sanitize drinking fountains.
4. Breakrooms

- a. Damp clean table tops.
 - b. Clean kitchen sinks and counters.
 - c. Clean up reported spills as needed.
5. Conference/Hearing/Interview Rooms
- a. Clean and sanitize high touch areas when rooms are unoccupied.
 - b. Empty waste containers when rooms are unoccupied.
 - c. Sweep floors to remove debris when rooms are unoccupied.
 - d. Clean windows when rooms are unoccupied.

Overnight Daily Janitorial Service

The shift hours scheduled for the Night Janitor(s) are to be reviewed and approved by COUNTY. Services are to be provided five (5) days a week. Following are the services to be performed:

- 1. Exterior - Main Entrance, Employee Entrances and Patios
 - a. Empty and clean all ash and trash receptacles.
 - b. Sweep debris outside main entrance.
 - c. Clean lobby doors.
- 2. General
 - a. Empty waste containers in all areas and reline if showing wear or if food was present.
 - b. Vacuum all Conference/Training Rooms, and traffic aisles in open office areas.
 - i. All carpeted areas are to be vacuumed using a commercial dual-motor vacuum with rotating cylindrical brush, rather than a beater bar.
 - c. Brush down steps of interior stairwells.
 - d. Vacuum and/or damp mop clean elevator floor.
 - e. Spot clean all walls and doors including elevator.
 - f. Spot clean carpets of small spillage, footprints, etc.
- 3. Lobbies/Public Hallways
 - a. Wet mop clean all tiled floors.
 - b. Damp clean all lobby seating and furnishings.
 - c. Damp clean lobby counters.
 - d. Clean hand marks off glass on entrance doors and transaction windows.
- 4. Restrooms
 - a. Clean and sanitize fixtures, mirrors, chrome pipes, etc.
 - b. Clean splash marks from walls.
 - c. Refill soap, paper towel and toilet paper dispensers.
 - d. Clean and sanitize drinking fountains.
 - e. Wet mop and sanitize rest room floors.
 - f. Replace batteries in battery operated fixtures.
- 5. Breakrooms
 - a. Damp clean table tops.
 - b. Clean kitchen sinks and counters.
 - c. Clean up reported spills and as needed.
- 6. Conference/Hearing/Interview Rooms
 - a. Clean and sanitize high touch areas when rooms.
 - b. Damp mop floors.
 - c. Empty waste containers.
 - d. Sweep floors to remove debris.
 - e. Clean windows.
- 7. Conference Rooms/Training Rooms/Classrooms
 - a. Clean high touch areas.
 - b. Empty waste containers.
- 8. Private Offices/Open Office Cubicle Areas
 - a. Dust all desks, chairs, tables, filing cabinets and other office furniture.

Overnight Weekly Janitorial Service:

- 1. Clean all desktops that are cleared on designated day. Day of service to be determined and agreed upon by onsite supervision.
- 2. Clean hand marks from walls, doors, woodwork, plugs and switches.
- 3. Perform deep clean of all restroom walls, partitions, and hard to reach areas.

- 4.
5. Vacuum all carpeting completely. Extensive vacuuming shall occur on a designated day to be determined and agreed upon by onsite supervision.
6. Vacuum upholstered furniture including task chairs.
7. Pour bucket of water with sanitizer into each floor drain.

Overnight Monthly Janitorial Service:

1. Dust high areas, including window coverings.
2. Brush down cobwebs inside building. Dust ceilings and ceiling tiles.
3. Vacuum and clean dust and dirt accumulation from all HVAC vents, restroom vents, and Ceiling Fans.
4. Provide and replace cartridge and battery in rest room automatic air fresheners.

MAINTENANCE SERVICES

The following services are in addition to the janitorial services. The services shall be performed by a licensed maintenance contractor in a professional manner. Services should be provided after normal business hours.

Weekly Maintenance Services:

1. Check for and replace burnt out light bulbs. Check for and repair any flickering light fixtures.
2. Check for and remove all litter and debris from the premises, including landscaping and parking areas.

Monthly Maintenance Services:

1. Contract with a mat service to supply and replace interior entry mats with commercial grade cleaned mats. Mats to be placed in interior locations where slip and fall mitigation is needed.
2. Licensed pest control for interior (after hours only) and exterior spraying or treatments. Provide mosquito control devices or stations (ie: In2Care Mosquito Station). County to approve schedule.
3. Pressure wash and clean all exterior patio areas including patio furniture and doors at main entrance.
4. Pressure wash/clean all exterior walkways leading to the Facility. Clean and wipe down pedestrian gates.
5. Machine clean and seal (as necessary) all hard floors. Clean all tile and rubber base molding.

Quarterly Maintenance Services:

1. Carpet to be cleaned by a professional carpet cleaning company using a wet/dry extraction process per the carpet manufacturers cleaning instructions. Provide wipe down service for existing chair mats.
2. Wash down building exterior surfaces and fencing to maintain clean appearance.
3. Wash all interior and exterior windows.

EXHIBIT "G-1"
PREMISES DESIGN STANDARDS AND SPECIFICATIONS

**HUMAN SERVICES (COUNTY/DEPARTMENT),
TRANSITIONAL ASSISTANCE DEPARTMENT (TAD)
REDLANDS**

GENERAL GUIDELINES:

This document is intended to be used as a reference for design professionals and a room-by-room list of improvements specific to the project to aid in estimating costs.

HUMAN SERVICES acknowledges that Exhibit "G-1" Premises Design Standards and Specifications sets forth the COUNTY/DEPARTMENT'S design standards and that only certain portions of the COUNTY/DEPARTMENT'S design standards shall apply to the improvements to be constructed pursuant to the Room-by-Room list in Section 3.0.

Abbreviations:

AP1	-	Acoustical panels
CACB	-	COUNTY/DEPARTMENT approved color board
C1	-	Carpet tiles
C2	-	Carpet tiles (Lecture Rooms & Classrooms)
CT1	-	Ceramic or porcelain floor tile (lobby)
CT2	-	Glazed ceramic wall tile (restroom)
CT3	-	Glazed ceramic wall tile (accent)
CT4	-	Ceramic or porcelain floor tile (restroom/janitor)
P1	-	Low Sheen/Eggshell
P2	-	Low sheen/Eggshell (accent)
P3	-	Low sheen/Eggshell (accent)
P4	-	Semi-gloss
B1	-	Ceramic tile wall base
B2	-	Rubber wall base
VCT	-	Vinyl Composition tile flooring
LVT	-	Luxury vinyl tile (planks)
LVT2	-	Luxury vinyl tile (accent planks)
WF	-	Walk-off flooring

EXHIBIT "G-1"
PREMISES DESIGN STANDARDS AND SPECIFICATIONS

1.0 CONSTRUCTION GUIDELINES

1.1 CEILINGS:

- a. 2' x 4' suspended acoustic ceiling with exposed ceiling tile tee systems, white. Fire rated system in areas required by Code.
- b. Ceiling height to be nine feet (9'-0"), unless otherwise specified.
- c. Three-fourths inch (3/4") thick Armstrong #1811 Fine Fissured High NRC acoustical ceiling panels, NRC range 0.70, color - white.

1.2 LIGHTING:

- a. 2' x 4' drop-in fixtures or as allowed by current Energy Codes, unless otherwise noted on Room-by-Room specifications. Lighting must meet all Building Codes applicable to commercial office buildings. All rooms to have separate lighting controls (switches or light sensors).
- b. Lighting fixtures must run parallel of work surfaces or shelving units in storage rooms. All reflected ceiling plans (light fixture locations) must be reviewed and coordinated with the modular furniture vendor and approved by the COUNTY/DEPARTMENT.
- c. Provide additional emergency lighting for all restrooms and exit passages per local code approval. If lighting fixtures are utilized for emergency battery back-up lighting purposes, they must be marked by dots (no larger than 1/4") or equivalent for easy identification. Dots must be able to be seen from floor level.
- d. All light switches that control lighting in lobbies or open work area are to be ganged together in the adjacent lobbies or open work areas. No light switches are to be located in areas used by the public.
- e. Lighting controls should be located convenient to the designated employee entrance.
- f. Dimmable lighting controls shall be provided for the Open Work Areas and to be approved by COUNTY/Department.
- g. Locations of all light switches are to be approved by COUNTY/DEPARTMENT.
- h. LANDLORD will be responsible for compliance with Title 24 including controlled electrical connection to COUNTY/DEPARTMENT provided system furniture, per applicable energy code/s.
- i. Where noted in Room-by-Room Specifications, Section 3, theatre style lighting and can lighting in Lecture Rooms shall be specified by Architect.
- j. All Private Offices and Mother's Room shall have A-B style switches, unless superseded by Title 24 requirements.

1.3 AIR CONDITIONING:

- a. The facility HVAC system shall be zone controlled properly to provide an even comfortable temperature throughout the facility as defined by the Mechanical Engineering Standards of ANSI/ASHRAE, unless noted otherwise. COUNTY/DEPARTMENT is to approve HVAC control locations.
- b. Where existing construction is altered and/or the use of any portion of the building is changed; LANDLORD shall provide testing, adjusting, and balancing of the HVAC system to maintain the standard in paragraph 1.3(a). HVAC Zone Map shall be provided to the County/Department.

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PREMISES DESIGN STANDARDS AND SPECIFICATIONS

- c. LANDLORD shall provide the COUNTY/DEPARTMENT with a copy of the air and hydronic balance report from a "third party" firm duly licensed to inspect and certify the performance of the HVAC and other environmental systems.
- d. LANDLORD shall make any adjustments, repairs, or replacement of equipment necessary to maintain the standard in paragraph 1.3(a).
- e. Air conditioning supply register: Shall be a two-way adjustable type if near a wall and four-way adjustable if in a room or open area. All registers are to be covered with tamper proof shields. Supply and return registers are to be approved by COUNTY/DEPARTMENT.
- f. All rooms are to have ducted air conditioning supplies and returns. Except the Janitor, IDF and Telephone rooms.
- g. All main heating and air conditioning temperature controls shall be hard wired and placed in electrical room with hard wired remote sensors placed in the return air ducts or zone locations that are not accessible to tampering. Locking covers shall be provided for all thermostats in areas accessible by staff. All control locations are to be approved by COUNTY/DEPARTMENT.
- h. Conference rooms, offices, lobbies, and classrooms shall be controlled separately. COUNTY/DEPARTMENT shall review for separate zones.
- i. Air conditioning requirements for the Telephone/Data Room are included in Exhibit "G-1" Section 2.0.
- j. In the event that thermostats are not installed within staff accessible areas, wall thermometers with temperature & time readings shall be installed in all HVAC zones. Products and locations shall be approved by COUNTY/DEPARTMENT.

1.4 CEILING FANS:

- a. Ceiling fans are to be installed as noted on the floor plans and/or listed in the Room-by-Room Section 3.0.
- b. Fans are to be all white, 52", 5 blades, three speeds, no lights and utilize in-wall controls. Acceptable manufacturer: Hunter Fan Company or COUNTY/DEPARTMENT approved equal.
- c. Fan blades to be minimum of eight feet above finish floor unless otherwise approved by COUNTY/DEPARTMENT.
- d. Fan controls shall be installed near lighting controls or convenient to the fan.

1.5 WINDOW COVERINGS:

- a. LANDLORD to provide window coverings at all windows unless otherwise noted or approved by COUNTY/DEPARTMENT.
- b. Window coverings to be roller shade type providing solar insulation to reduce glare and heat gain. Type to be consistent throughout facility. Product, material, and design to be approved by COUNTY/DEPARTMENT. Acceptable manufacturer: Mecho, www.mechoshade.com, or COUNTY/DEPARTMENT approved equal.
- c. Where window films are specified, security window tinting shall be installed (suggested manufacturer: 3M). COUNTY/DEPARTMENT to approve product and locations.

1.6 WALL CONSTRUCTION/BACKING:

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INTERIOR WALLS:

- a. The interior sides of all concrete or block walls are to be furred with a textured drywall finish, unless otherwise noted and approved by COUNTY/DEPARTMENT.
- b. All interior walls shall be constructed to 4" above ceiling, at a minimum, unless otherwise noted and approved by COUNTY/DEPARTMENT.
- c. All interior walls shall be finished with textured drywall, both sides, unless otherwise noted and approved by COUNTY/DEPARTMENT.
- d. For all walls adjacent to other tenants, sound proofing sufficient to block sound from adjacent spaces.

INSULATION/SOUNDPROOFING:

- a. All wall cavities around hallways, restrooms, private offices, breakrooms; classrooms, meeting/conference rooms, lobby areas and any special areas as specified by COUNTY/DEPARTMENT shall be completely filled with insulation to help reduce sound transmission.
- b. If walls in these areas do not extend above T-bar, sound tape must be installed between finished ceiling and top wall track.
- c. Soundproofing is required in Conference Rooms, Classrooms and Lecture Rooms and at demising walls to prevent sound travel from adjacent units or out of rooms.
- d. Soundproofing at demising walls is required at a level to prevent sound migration from adjacent tenants.

WALL BACKING FOR TVs / MONITORS / AV EQUIPMENT:

- a. All wall locations where TVs, Monitors or other heavy AV Equipment will be placed shall have extra backing or structural support connected to studs sufficient to hold the weight of such units. Backing shall be approved by COUNTY/DEPARTMENT.
- b. Wall mounted TV/Monitors shall have included in backing both high and low electrical outlets and data boxes; 72" or higher, standard low height, with a 2" conduit between high & low data boxes.
- c. Walls with sufficient thickness may have insets to accommodate outlets, data boxes and TV/Monitor equipment, such that ADA requirements are met within 4" of wall surface and above 80", where possible.
- d. Where possible, TV/Monitors shall be mounted such that the bottom of the TV clears 80" above the finished floor.

1.7 WALL FINISHES:

CACB – County/Department Approved Color Board:

- a. Contractor/Landlord shall revise the tentative CACB to show color and material choices specific to the project and submit to the COUNTY/DEPARTMENT for approval.

TILE:

- a. See "RESTROOM FACILITIES" section or as noted on the floor plans and/or listed in the Room-by-Room Section 3.0.

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PAINT:

- b. All interior walls shall be orange peel textured with one coat of primer. Apply color topcoats needed to match the selected color chip provided by manufacturer, with a minimum of two coats of paint, the final coat rolled on for a smooth finish.
- c. Acceptable manufacturers: Dulux, Sinclair, or Dunn-Edwards.
- d. Paint colors (P1) Low sheen/Eggshell, (P2) Low sheen/Eggshell accent, (P3) Low sheen/Eggshell accent and (P4) Semi-gloss to be approved by COUNTY/DEPARTMENT. Placement of accent P2, P3 and Semi-gloss P4 within the facility to be approved by COUNTY/DEPARTMENT. All other painted walls will be P1.
- e. "Drawdowns" of selected paint colors to be provided prior to commencing work.

1.8 FLOORING:

Contractor & Flooring Installer are responsible test, treat and prevent any moisture issues from the floor, subfloor or otherwise arise from construction. Moisture testing shall comply with flooring manufacturer's requirements.

CARPET:

- a. High-density carpet squares (C1). Manufacturer, type, color and placement in facility to be approved by COUNTY/DEPARTMENT. The COUNTY/DEPARTMENT is requesting when able to move toward a no VOC carpet installation whenever possible.
- b. Installation to be as per manufacturer recommendations, using only manufacturer's approved adhesives and seam sealers as needed and as applicable to maintain manufacturer's warranty.
- c. Rubber base to be installed in all carpeted areas. Manufacturer, type, color, and placement in facility to be approved by COUNTY/DEPARTMENT. Installation to be as per manufacturer recommendations.

VINYL FLOOR:

- a. Manufacturer, type, color, and placement to be approved by COUNTY/DEPARTMENT. COUNTY/DEPARTMENT to designate vinyl floor selection and room location.
Armstrong Exelon vinyl tile (VT) 1/8" gauge, 12" x 12" with 4" rubber wall base. Manufacturer, type, color, and placement to be approved by COUNTY/DEPARTMENT.
- b. Vinyl planking manufacturer, type, color, and placement to be approved by COUNTY/DEPARTMENT.
- c. Welded seam manufacturer, type, color, and placement to be approved by COUNTY/DEPARTMENT.

PORCELAIN OR CERAMIC FLOOR TILE:

- a. Glazed floor tile (CT1) and (CT4) installed with a sanitary base to be of same manufacturer of tile selected. All flooring must meet ADA guidelines. Manufacturer, size, type, color, grout, and placement to be approved by COUNTY/DEPARTMENT. (See: RESTROOM FACILITIES for additional tile requirements).

WALK-OFF FLOORING:

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When specified in Room-by-Room Section 3.0, entry/exit door areas in carpeted rooms to have commercial walk-off carpet tiles installed in a minimum five-foot square area in front of the door or as shown on plan. Material to be coarse solution dyed fibers sufficient to scrape and remove dirt, debris, and moisture from foot traffic and resistant to fading from exposure to sunlight. Install per manufacturer's requirements using alternate adhesion method. Product, size, and placement to be approved by COUNTY/DEPARTMENT.

- a. When specified in Room-by-Room Section 3.0, entry/exit door areas in tiled rooms to have a shallow recessed commercial walk-off carpet tiles or entrance floor mat system installed in a minimum five-foot square area in front of the door(s) or as shown on plan. Material to include coarse solution dyed fibers sufficient to scrape and remove dirt, debris, and moisture from foot traffic and resistant to fading from exposure to sunlight. Install per manufacturer's requirements using alternate adhesion method. Product, size, and placement to be approved by COUNTY/DEPARTMENT.

1.9 SIGNAGE:

INTERIOR:

- a. LANDLORD shall provide all Code required signs including, but not limited to, ADA, emergency evacuation and directional interior signage. COUNTY/DEPARTMENT to approve wayfinding signage.
- b. Wayfinding signage to be coordinated with COUNTY/DEPARTMENT and provided for: Public areas (i.e., Lobbies), and room names/numbers.

EXTERIOR:

- a. If exterior signage/monuments are present COUNTY/DEPARTMENT has first right of refusal/approval to use as representing the COUNTY/DEPARTMENT. LANDLORD will be responsible for design modifications, permits, fees and/or removal disposal costs.
- b. LANDLORD will provide exterior premises signage, as consistent with adjacent building/businesses, if applicable, and as approved by COUNTY/DEPARTMENT.
- c. Raised, non-illuminated letters, monument type on stand-alone buildings, per City regulation and COUNTY/DEPARTMENT approval.
- d. LANDLORD to provide building signage to have address and logo, COUNTY/DEPARTMENT to approve logo design, (COUNTY/DEPARTMENT to provide approved County branding/logo information packet).
- e. LANDLORD to provide entry door lettering: County name, agency name, and hours of operation and County "No Smoking" verbiage as allowed by jurisdiction and COUNTY/DEPARTMENT approved.
- f. LANDLORD to provide parking lot signage for 'No Trespassing, No Overnight Parking'; quantity of signs and wording shall be approved by COUNTY/DEPARTMENT.

1.10 CABINETRY:

- a. Unless otherwise noted, all exterior surfaces are to be of high-pressure laminate. All countertops to be of solid surface and/or high-pressure laminate with finished edges. If using high-pressure laminate materials, the seams shall be placed and installed

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- away from all water sources. Material and colors and shop drawings are to be approved by COUNTY/DEPARTMENT prior to manufacturing.
- b. The inside of cabinets and drawers are to be completely lined with thermal fused material white in color.
 - c. Unless otherwise noted, adjustable shelves in all cabinets, ¾" stock, thermal fused laminate material installed on all sides.
 - d. Where water is present, countertop edges are to be elevated bullnose or V-cap, with flat end trim. Counters in open areas must have rounded (radiused) corners.
 - e. Heavy-duty hinges on all lower cabinets.
 - f. ADA hardware on all cabinetries.
 - g. 4" toe kick on all lower cabinets, unless prohibited by ADA requirements.

1.11 BREAKROOM(S):

- a. Locking over-counter storage cabinets and locking under-counter storage cabinets and drawers with countertop per Section 1.10. Design and materials to be COUNTY/DEPARTMENT approved.
- b. Countertop to be 34" finished height. Design and materials to be COUNTY/DEPARTMENT approved.
- c. Soap and paper towel dispensers installed convenient to each sink and paper towel dispensers at each microwave, locations to be approved by COUNTY/DEPARTMENT. Dispensers set at location and height to accommodate ADA requirements.
- d. Stainless steel double bowl sink, 36" wide, minimum of 7 ½" deep or at ADA requirements.
- e. ADA approved faucet set, deck mount, gooseneck spigot, stainless steel, or chrome finish, washerless. Delta or COUNTY/ DEPARTMENT approved equal.
- f. Garbage disposal, minimum ¾ h.p, In-SinkErator or COUNTY/ DEPARTMENT approved equal.
- g. Water heater: Tankless, electric, under-counter. Set at 110 degrees, with a recirculating hot water loop to eliminate hot water wait times. Provide and install as needed to heat water at sinks and coffee station. COUNTY/ DEPARTMENT to approve selection.
- h. Space for 21 C.F. refrigerators with icemakers. See Room-by-Room Section 3.0 for quantities and project specific information. Plumbing connection for icemaker shall be recessed into wall, one per refrigerator.
- i. Space on countertop for 1 ½ C.F. microwave ovens. See Room-by-Room Section 3.0 for quantities and project specific information.
- j. All water line connections from recessed valves to refrigerators and/ or coffee stations must be made by LANDLORD and deemed operational.
- k. All break rooms shall be designed to minimize the migration of food/cooking smells into the general open work areas. Designs to include the segregation of the break areas into the more utility portions of the building and separately zoning the AC as to not carry odors into other areas, and placing high-volume, quiet exhaust fan/s inside the room at the door exiting into the work area, wiring the fan to the lighting for continual operation.

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- l. Each appliance (i.e., microwave, coffee pot, toaster) shall have a dedicated circuit. See Room-by-Room Section 3.0 for quantities and project specific information.
- m. Each Breakroom and lounge area shall be provided with a separate water service for coffee makers, inset into walls above counter height; see Section 3.0, Room-by-Room specifications.

1.12 DOORS AND DOOR HARDWARE:

- a. All door schedules and door hardware to be approved by COUNTY/ DEPARTMENT.
- b. All interior doors to be solid core. Acceptable manufacturer: Haley Bros. Color and finish to be approved by COUNTY/DEPARTMENT.
- c. Schlage Heavy-Duty Electrified locksets are required, and all lock functions are to be COUNTY/DEPARTMENT approved, unless otherwise specified.
- d. Von Duprin XP98/99 Series push pad devices are required for all exit locations . Push pads are to be equipped with Extra Protection (XP), Quiet Electric Latch Retraction (QEL) and Request to exit (RX) functions. All other doors must have Schlage Electrified Cylindrical Locksets, of ND Series or better, equipped with Request to Exit (RX) function. County will connect card access components with a COUNTY /DEPARTMENT approved vendor to a County owned card access system. Landlord to provide power to all electrified doors & gates; coordinate electrical plan w/ County vendor's Card Access plan.
- e. Any interior or exterior door utilizing COUNTY installed card-access system must have data boxes installed, one in wall @ 42" from floor for all proximity card readers, closures and storeroom function locksets and fail-secure outer trim. See drawing for required conduit runs and data box installation locations (see Figure 1).
- f. At doors where County card access system will be installed, the Landlord to provide conduits and preparation per Figure 1. Coordinate with County's card access system vendor.
- g. Push plates and pull handles instead of doorknobs or lever handles on rest room entrance doors, except for single occupant restrooms, or as described on the room-by-room specifications or as allowed by code.
- h. Occupancy indicator hardware at single occupant restrooms.
- i. All lockable doors must be pinned using a Grand Master hierarchy. COUNTY/DEPARTMENT to approve all sub masters and change keys. A copy of the pinning charts must be submitted to the COUNTY/DEPARTMENT with the keys for the facility.
- j. All hardware must meet local and ADA requirements.
- k. All exterior doors that lead into the lobby, hallways or any other work areas shall have a solid, waterproof overhead canopy extending at least 3' from the door with a width that covers the entire entrance area with overhead lighting below the canopy and above door.
- l. Door scope viewer: minimum 200 degree viewing angle. Install at all exterior employee entrance/exit doors. COUNTY/DEPARTMENT to approve selection.
- m. If listed in Room-by-Room Section 3.0, LANDLORD shall provide an exterior windbreak with reinforced glass and mullions at the main entry into building to prevent wind gusts from entering main entry to the building. All designs will be discussed with LANDLORD during the plan development meetings. Design must meet ADA guidelines.

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- n. Exterior doors to be steel, heavy-duty commercial grade, and include security hinges to prevent break-in. Type & material may be subject to County Security group recommendations and are to be approved by COUNTY/ DEPARTMENT.
- o. Roof Access hatches are to be lockable, per local Code.

1.13 RESTROOM FACILITIES:

EMPLOYEE RESTROOMS:

- a. All tile, grout, surface materials, and colors to be COUNTY/DEPARTMENT approved.
- b. Installation of all components, fixtures and signage must comply with all applicable health, safety, and ADA codes.
- c. Floors: Glazed porcelain tile, *American Olean* or *Daltile* (CT4). The sanitary base tile and trim to be of same tile selected.
- d. Walls: Glazed ceramic interior wall tile, 4 ¼" x 4 ¼", *American Olean* or *Daltile*, (CT2), tiled floor to ceiling with an accent tile (CT3) or feature strip. A sanitary base to be of same manufacturer of tile selected. Use small grout width on all walls. *Custom Building Products-Polyblend*, or *Hydromet Standard/Designer Series* grout. Tile and grout colors to be selected by COUNTY/DEPARTMENT.
- e. Ceilings: hard lid type. Semi-gloss paint color (P4). Apply per manufacturer's requirements. Color to be selected by COUNTY/DEPARTMENT.
- f. Lighting: Recessed canned lighting over sink and cabinet, minimum of one (1) light per sink. Lighting shall be sufficient to eliminate large shadows in restrooms.
- g. Rimless under-counter sinks with countertop to be 34" finished height or wall mounted sink at single occupancy restrooms. Mirrors to be installed above counters centered on sinks. Size and locations to be approved by COUNTY/DEPARTMENT.
- h. Sink faucets to be Sloan, Optima Systems sensor operated electronic hand washing faucet #EAF-200-ISM with transformer, and grid strainer drain assembly #ETF-460-A.
- i. Water heater: Tankless, electric, under-counter. Set at 110 degrees, with a recirculating hot water loop to eliminate hot water wait times. Provide and install in each employee restroom. COUNTY/DEPARTMENT to approve selection.
- j. Non-ADA toilets to be Kohler Wellcome K4350, white, with Olsonite No. 95 ComfortCurve plastic seat, white, Royal Model Flushometer #111 ES-S 1.6-gallon valves with hands free flushing plumbing feature.
- k. ADA toilets to be Kohler Highcliff K4368 with Olsonite No. 95 ComfortCurve plastic seat, white, and Royal Model Flushometer # 111 ES-S 1.6-gallon valves with hands free flushing plumbing feature.
- l. Urinals, white, Kohler Dexter K-5016-ET, with hands free flushing feature.
- m. Stall and urinal partitions are to be brushed Stainless Steel (graffiti resistant) at public restrooms and stainless steel at employee restrooms, COUNTY/DEPARTMENT to approve selections. Stalls are to be floor mounted and overhead braced installed per manufacturer's specifications using manufacturer's hardware and fittings in brushed stainless steel finish. Urinal partitions are to be Mills, Model 5, installed using Mills GSA hardware, "Government flanged with Wing Bracket." Install stainless steel privacy strips to cover all stall gaps, including gaps at stall doors.

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- n. Floor drains: are to be located central to the stalls, out of the path of travel, under a partition. All floor drain P-Traps shall have a means of filling from a water primer device.
- o. Accessories: minimum of one (1) hands-free motion-activated single-towel dispenser per sink, one (1) soap dispenser per sink. Adequate number of trash bins, size, color, and location to be determined and approved by COUNTY/DEPARTMENT. In each women's restroom stall; sanitary napkin disposal container. In each stall: one (1) seat cover dispenser and multiple toilet paper roll dispenser, one (1) coat hook. Accessories must be ADA compliant, sized to hold adequate supplies, and be approved by COUNTY/DEPARTMENT prior to installation.
- p. Automatic air freshener: one per restroom, to be approved by COUNTY/DEPARTMENT. Refills to be provided by LANDLORD.
- q. Exhaust fans are required in each restroom and should provide one (1) exchange every 10 minutes.
- r. Diaper changing tables: Provide and install, per all manufacturers' guidelines, in each public restroom: Diaper Deck manufactured by American Infant Care Products, Koala, Rubbermaid Commercial line, or COUNTY/DEPARTMENT approved equal.
- s. All restrooms to have emergency back-up lights, COUNTY/DEPARTMENT to approve design and manufacturer.

PUBLIC RESTROOMS:

- a. Public Restrooms shall comply with the standards described in Section 1.13 above, but will have added vandal-resistant features to reduce wear and tear consistent with high traffic public spaces:
 - a. No doors and baffles OR locking doors
 - b. Paint & tile types may be upgraded
 - c. An under-counter cover will be required to prevent theft/vandalism to plumbing and accessory parts & supplies

1.14 DRINKING FOUNTAIN:

- a. One (1) wall mounted filtered cooler with bottle filling station per floor, stainless steel. Bottle filling unit shall include electronic sensor for no-touch activation. Unit shall include: antimicrobial protected plastic components, push bar activation, filter with visual monitor to indicate when replacement is necessary. Install per manufacturers and ADA guidelines.
- b. Acceptable manufacturer: Elkay (see Figure 4 for product specifications). COUNTY/DEPARTMENT to approve model.
- c. LANDLORD is responsible for filter maintenance, including periodic replacement per manufacturer's specifications.

1.20 STORAGE:

- a. Shelf units, forms racks, and mail racks to be ¾" thick thermal fused laminate on all exposed surfaces and firmly secured to the wall. All shelves and dividers are to be

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glued and either nailed or screwed to the sides, top, bottom, and back of the shelf unit, forms rack, or mail rack. The backs of all shelf units, forms racks, and mail racks are to be ¼" thick finish grade plywood, painted with high gloss paint to match the melamine. Typical designs are included in Exhibit "G-1" (see Figure 3). COUNTY/DEPARTMENT to approve final layout and bin size designs.

1.16 ELECTRICAL CONNECTIONS:

- a. LANDLORD is responsible for all electrical connections from modular furniture systems to receptacle outlets as required per furniture plans.
- b. Large open work areas to have electrical "J" boxes above ceiling for modular furniture power pole connection. The COUNTY/DEPARTMENT requires a minimum of a 3:1 ratio, three (3) cubicles per one (1) electrical 20-amp circuit. COUNTY/DEPARTMENT will provide final furniture plan with total "J" boxes and circuits needed, including recommended locations of power poles or pigtails.
- c. COUNTY/DEPARTMENT to approve all data/phone and duplex locations.
- d. LANDLORD is responsible for electrical connections to furniture installations in compliance w/ Title 24, as required.

1.17 DATA ROOMS, CABLING AND EQUIPMENT:

Specifications are included in Exhibit "G-1" Section 2.0 and as shown on plans for the Data/IDF rooms.

- a. Data outlets to be provided for workstations, copiers, fax machines, TV's, card reader access system, surveillance system and any other areas specified on plans or in Section 3.0, Room-by-Room Improvements.
- b. LANDLORD to provide 1-inch conduit, with pull strings, stubbed out above the ceiling at all data outlet locations. If the ceiling is not accessible for pulling cable, the conduit must home run to the nearest IDF location.
- c. LANDLORD to provide 2-inch conduit for all TV locations, connecting the lower/upper data ports with pull strings, stubbed out above the ceiling at all TV locations.
- d. LANDLORD to install blank covers over all unused telephone/data outlets.
- e. Telephone and data equipment, lines, and jacks to be installed by COUNTY.

1.18 EXTERIOR PATIO AREA:

- a. All building entrance, exit areas, including sidewalk leading to patio are to be concreted and covered. Patio area to have a minimum of 7' height wrought iron fence with lockable gate. See Room by Room Section 3.0 for other specific requirements. COUNTY/DEPARTMENT to approve design of patio areas.
- b. LANDLORD to supply commercial-type picnic tables with attached benches; model and installation location to be approved by COUNTY/DEPARTMENT.
- c. LANDLORD shall provide lighting under patio cover and/or wall area.
- d. LANDLORD shall provide hose bib water source at the patio location.

1.19 EXTERIOR REFUSE:

- a. At a minimum, one (1) secured covered block constructed enclosure with swinging metal gates. Enclosure should hold a maximum of four (4) dumpsters with one (1) dumpster designated for recycling. Design and location of enclosure to be approved

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by COUNTY/DEPARTMENT and must meet all City, County, State and Federal code requirements.

- b. At a minimum, four (2) pebble ash urns (concrete) filled with silica sand. Location and style to be approved by COUNTY/DEPARTMENT.
- c. Enclosure should have covering to minimize vandalism and illegal dumping.

1.20 MAILBOX:

- a. The LANDLORD is responsible for providing and installing a properly identified US mailbox outside the building that will meet United States Postal Service requirements. Location must be approved by the local Postmaster to ensure delivery of mail to this COUNTY facility. COUNTY/DEPARTMENT to approve size of mailbox.

1.21 FIRE ALARM:

- a. Fire alarm system to be installed at LANDLORD expense with all necessary components to meet all applicable codes.
- b. COUNTY/DEPARTMENT to approve location of main fire alarm control panel.
- c. Fire alarm system for COUNTY/DEPARTMENT spaces shall operate separately from the adjacent tenant spaces.
- d. LANDLORD shall provide phone line from local phone service to maintain fire system communication at Landlord's expense.
- e. Fire riser should not be incorporated within county interior space.

1.22 FLAGPOLE:

- a. LANDLORD to provide an exposed height pole to the highest allowable as permitted by local codes and regulations.
- b. Cast aluminum pole.
- c. External single halyard with revolving cast aluminum halyard truck. Clips to be installed on halyard (rope) sufficient to attached two (2) flags; flags to be provided by County.
- d. Cast aluminum cleat enclosed in an opening, lockable box, or other tamperproof arrangement for securing the halyard.
- e. Lighting for the flags to be mounted on building or parking lot pole in accordance with all applicable codes and regulations.

1.23 PLAN COPIES:

LANDLORD to provide to COUNTY/DEPARTMENT:

- a. Two (2) sets of hardcopies and one (1) electronic set (.pdf format) of approved/permited construction plans prior to commencing construction.
- b. One (1) electronic CAD copy of the same plans in .dwg format at completion of working drawings.
- c. One (1) As-Built set of permitted drawings in .pdf format and one (1) set of red line drawings with building changes noted in red pen, over an approved set of plans; attach

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Change Orders and Addendum's that reflect the Tenant Improvements only, delivered to the COUNTY/DEPARTMENT within 60 days of completion of project.

- d. One reproducible color copy of egress plan reduced to fit an 8.5" x 11" picture frame.

1.24 LANDSCAPING – PEST CONTROL

- a. LANDLORD to supply, install and maintain landscaping appropriate to the local flora or approved by local city. Design of landscaping near building entrances shall not provide intruders an area of concealment.
- b. LANDLORD shall maintain all floras to always thrive and maintain a hardy attractive appearance.
- c. LANDLORD to keep landscape areas always weed and debris free.
- d. LANDLORD shall maintain a monthly exterior and interior pest control service and/or provide these services as needed. All interior pest control treatments shall take place after-hours and not during County/Department business hours; Landlord to provide after-hours access to their vendors.
- e. Landscaping to meet the Security Recommendations of the appropriate County advisory group. See Section 3 Exterior requirements for specific items; County/Department to review and approve Landscape Plans.

1.25 EXTERIOR PARKING

- a. LANDLORD shall provide a parking ratio to building square footage of (9) per 1,000 square feet. See Section 3 Room-by-Room Exterior Parking Lot, pg. 45 for specific parking numbers if not listed here.
- b. Parking shall include employee parking, public or conference/ classroom parking, County vehicle parking, and loading zones. As possible, provide accessible parking stalls near employee entrance(s).
- c. COUNTY/DEPARTMENT to install exterior camera system mounted to building exterior walls and in parking lot. LANDLORD to provide and install necessary penetrations, conduit runs and electrical boxes to mount the cameras. This system will need to be designed by COUNTY/DEPARTMENT on a project-by-project basis. All system components will be discussed with LANDLORD during the plan development meetings.

1.26 WINDOWS

- a. In new construction, *if specified in the Room-by-Room*, LANDLORD shall design of exterior building windows such that each office, conference room and any other appropriate interior areas receive as much natural ambient light as possible.
- b. Windows at private offices shall have sill heights above typical desk work surfaces and have a maximum width of 36 inches, when possible unless noted otherwise and approved by COUNTY/DEPARTMENT. Sizes of windows in all other rooms and areas to be determined by architect and approved by COUNTY/DEPARTMENT.
- c. All exterior elevation designs for new construction or tenant improvements to existing structures will need to be designed by the LANDLORD'S architect and structural engineer and approved by COUNTY/DEPARTMENT.
- d. Security film to be installed on exterior windows; COUNTY/DEPARTMENT to approve product; 3M Security Film is an example of standard.

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1.27 SECURITY

SURVEILLANCE SYSTEM:

- a. When specified in the Room-by-Room Section 3, LANDLORD to provide conduit and wall penetrations as necessary to support the surveillance system (installed by others) for the premises. Conduits for cameras collocated on parking lot light poles shall be fully separate from power conduits and make a direct and straight home-run to the County's Data/Com room
- b. Surveillance system (designed by County vendor or others) to include but not limited to video cameras in parking lot, at building entrances/exits and County vehicle secured parking gates.
- c. LANDLORD to provide additional conduit at specified doors to support entrance/exit alarms in connection with the surveillance system.

2.0 INFORMATION TECHNOLOGY (IT) TELEPHONE MDF / IDF ROOMS

2.1 MDF / IDF DRAWINGS:

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

2.2 MDF / IDF DIMENSIONS AND LOCATIONS:

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

2.3 POWER AND ELECTRICAL OUTLETS:

- a. The main Telephone/Data/Communication room (MDF) shall have an independent 24 position, 100/200 Amp, 120/208, three phase, four wire, surface mounted, sub-panel with a White Neutral buss bar, and an Isolated Green Ground buss bar inside. The normal size sub-panel in the room for the majority of the locations will be specified at 100 Amp capabilities unless otherwise identified. The grounding screw in the sub

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panel neutral buss will not be tightened to make contact with the sub-panel frame unless otherwise required by code.

- a. All electrical outlets within the communication rooms shall be dedicated. Voltage/amperage output as well as receptacle type will be indicated on the ISD MDF / IDF drawing. Receptacles will be required to mount on both the walls and the overhead cable trays to support the necessary data and telephone equipment. 20A and 30A twist lock receptacles may be required.
- b. A copper earth ground rod will be required in each communication MDF and IDF installed at a minimum 6 ft. depth. The ITD MDF/IDF COUNTY drawing will indicate the desired location of the rod. ITD will provide and install a multi-position buss bar when building out the communication rooms.

2.4 BACKBOARDS:

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

2.5 FIRE SPRINKLERS:

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

2.6 AIR CONDITIONING:

- a. The heat load within the Telephone/Data/Microwave-Radio Rooms will vary directly with the installation of the type and quantity of active electronic equipment to be placed there. If an individual is assigned and positioned there, additional BTU per person should be added to the calculations. The room's air-conditioning should be designed to handle the equipment load in addition to normal construction heat load designs. Once the total heat load requirements are calculated and the air conditioner size is selected, an additional matching redundant air conditioning unit will be required and electronically controlled by the room controls. The electronic controls shall include a "Lead-Lag" system, programmed to alternate the lead starting unit with the two independent air conditioning units.

The COUNTY shall approve the set-up temperature settings and the time frames for the "Lead-Lag" programs and the condensate water path from any of the installed air conditioning units. If using fan coil above the ceiling the units are required to be installed in the hallway adjacent to these rooms away from the cable rack/trays installed in these rooms.

- The electronic equipment and backup battery plant requires a normal operating temperature of 77 degrees Fahrenheit with a relative humidity range of 30 % to 55 % and must be controlled by a thermostat within the room. The room air-conditioning units may require a heat pump depending on the elevation above sea level such as in remote mountain locations. This air-conditioning system should be installed as stand-alone systems and not a part of the building air-conditioning system. This system is required to be available for operation on a 24-7 basis. The BTU heat loading for equipment and personnel can be computed as follows:

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- 12,000 BTU (British Thermal Units) equals one ton of Air Conditioning.
 - Allow 400 BTU for each person assigned to work permanently in the room as applies.
 - If you know the wattage usage of the electrical/electronic equipment, multiply the Watts/Hr. times 3.409 to obtain BTU.

2.7 FLOOR COVERING:

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

2.8 DOOR:

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

2.9 LIGHTING:

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

2.10 WEATHER SEAL:

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

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

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

2.12 TELCO ENTRANCE CONDUITS:

Provide (4) - 4-inch PVC conduits between the Telco MPOE and the approved Telco entrance vault location. The Telco entrance vault location is to be determined by the Telco provider. ITD is not allowed to locate the entrance vault for Telco service; it is to be strictly coordinated between the LANDLORD, architect, and the Telco provider during the design phase of the project.

2.13 TELCO INTERIOR CONDUITS:

Locations that have a separate MPOE and MDF will require a 2-inch, homerun conduit between the two rooms. Conduit runs will require sweeps equal to no less than 10 times the diameter of the conduit. Pull boxes will be required in conduit runs where more than (2) 90-degree sweeps are present, and conduit runs that exceed 100 feet in length. Pull boxes in conduit runs should be no less than 18 inch by 18 inch by 6

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inch in size. Plastic bushings are required on rough conduit ends. Pull rope or mule tape is required in all homerun conduits.

2.14 MDF TO IDF CONDUITS:

MDF to IDF conduits will only be required in hard lid ceiling environments. When a hard lid ceiling is present between the MDF and IDF, (1) – 4-inch PVC or EMT conduit will be required to tie the two rooms together. Conduit runs with more than two 90-degree sweeps will require an 18 inch by 18 inch by 6 inch pull box in the conduit run located in an accessible ceiling area. Additional pull boxes may be necessary depending on the total number of 90-degree sweeps contained within the conduit run.

2.15 OFFICE AND WORKSTATION CONDUITS:

All Telephone/Data wall jack locations installed within room walls shall have ¾-inch EMT conduit connected to a 2s/4s wall box at standard outlet elevation, stubbed off 6 inches above the drop ceiling. Each conduit will require a plastic bushing on the rough end. Where modular furniture is to be installed in an office, coordination for conduit placement is required.

2.16 INTER FLOOR CONDUITS:

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

2.17 CONDUIT SLEEVES:

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

2.18 BUILDING INTERCONNECT:

Conduits used between buildings shall be 4-inch minimum diameter using schedule 40 gray PVC. Bends within 10 feet of each building shall be 48-inch/45 degrees and midpoint bends shall be a minimum of 72-inch radius.

2.19 FIRE WALLS:

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

2.20 EARTHQUAKE BRACING:

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

2.21 APPROVAL:

The COUNTY/ITD, and Network Services Division must approve any exceptions or modifications to these specifications. Any questions regarding these specifications should be directed to the Telecommunications Engineering Section at 909-388-5513 or the COUNTY/DEPARTMENT HS Project Manager.

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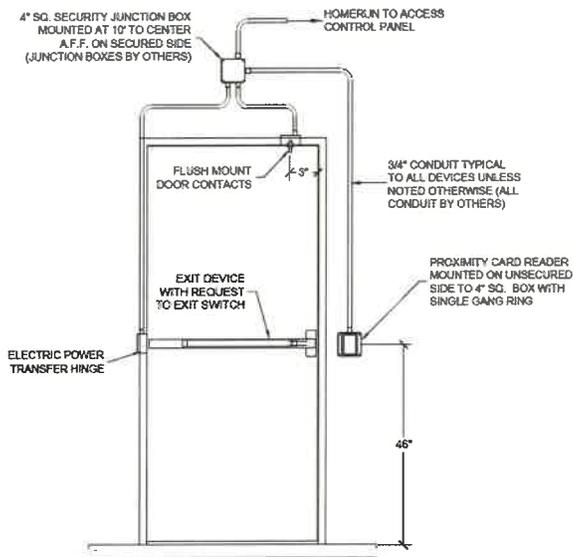
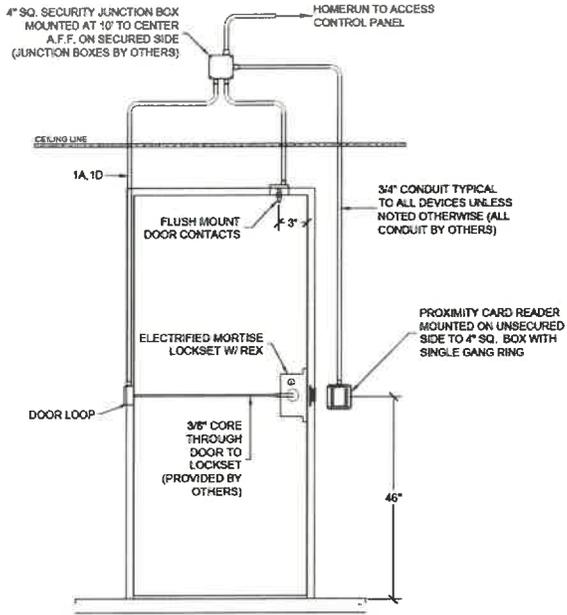


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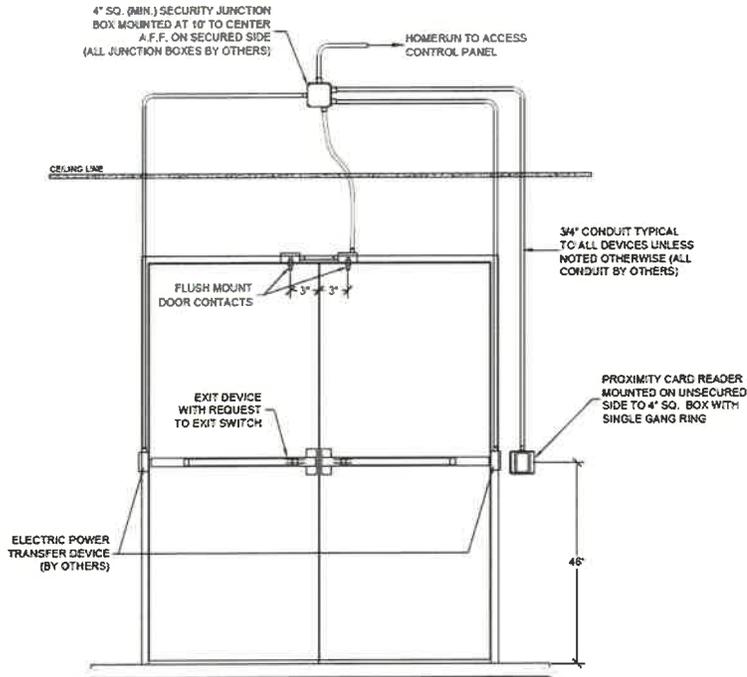


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Figure 1 - Typical card access door installation guideline

XP98-F/99-F Rim exit device



XP98/99 Rim fire exit devices are certified to ANSI/BHMA A156.3 2014, Grade 1 and UL listed for fire exit hardware. See page 69 for detailed information on UL fire exit hardware label and door opening size information. These are designed for single and double doors with 9954-XP mullion that require increased security. The "smart" latch changes shape when subjected to external forces. This design enables the exit door to withstand an external attack and remain secure. Additionally, the patented latch bolt design provides greater, longer-lasting latch bolt to strike contact which is not easily affected by the twisting motion of a weakened frame, resulting in an opening that will remain strong. The rim device is non-handed except when the following device option is used: -2 (double cylinder). Covers stock hollow metal doors with 86 or 161 cutouts on single doors (may cover cutouts on pairs – consult template).

Specifications

Device functions	For 179, K or L, remove the drive screw from device
Device lengths	3' 2 1/4" to 3' (771mm to 914mm) Door size 4' 2 1/4" to 4' (864mm to 1219mm) Door size
Device cantilever from finished floor	39 1/4" (1011mm)
Center gate	39 1/4" (1008mm) with mullion
Mechanism case	8" x 2 3/4" x 2 1/2" (203mm x 70mm x 60mm)
Protection	Pushbar neutral – 3 1/4" (87mm) Pushbar depressed – 3 1/4" (78mm)
Latch bolt	Deadlocking, 1/2" (19mm) throw 605, 606, 612, 625, 630/2064M, 630, 700, 711 and 64-3e (610 and 630 available with 69 Series only)
Finishes	Includes screw pack for 1 1/4" (4.4mm) and 2 1/4" (57mm) thick metal or wood doors. Optional 429 SSB available for metal doors. 429 and 835 SSBs required on wood doors without SLM blocking (See page 66 for quantities)
Fasteners and set bolts (SNB)	

Features and options

Electrified options	
LX-LC	Latch bolt monitor switch, low current
RA	Request to exit
RR2	Double request to exit
E	Electric locking and unlocking trim
EL	Electric latch retraction
ESL	Emergency secure lockdown
QEL	Quiet electric latch retraction
CX	Chest delayed exit
ALM	Alarm exit kit
WP-RX	Waterproof request to exit
CON	Allegion Connect
Mechanical options	
-2	Double cylinder
AX	Accessible device
GBK	Glass break kit
SNB	Set bolts
SEC	Security screws
SLM	Special laminate material blocking
WH	Wedge holes

Accessories



Dogging option
No mechanical dogging:
QEL cutouts available

Strikes
909 – Bull back, fire rated single doors
954 – Bull back, fire rated double doors

Wired Electrified Functions

<p>Schlage ND12EL</p> <p>Exit lock, electrically locked outside lever (fail safe)</p> <ul style="list-style-type: none"> Lever both sides; deadlatch Powered state: outside lever continuously locked (when in EL mode) When power is removed (via switch or power failure), in EL mode either lever will retract latch Inside lever always free for immediate egress <p>Note: Auto detects 12 or 24V DC. Chassis mounted switch allows field selectable EL/EU setting. Ordering: Unless EL or EU is specified, order will default to an EU setting. Optional RX function can be ordered configured by specifying RX under special options or add later using kit part N23-062.</p>	<p>ANSI Schlage ND12EU</p> <p>Exit lock, electrically unlocked outside lever (fail secure)</p> <ul style="list-style-type: none"> Lever both sides; deadlatch Powered state: outside lever continuously unlocked (when in EU mode) When power is removed (via switch or power failure), in EU mode outside lever is locked Inside lever always free for immediate egress <p>Note: Auto detects 12 or 24V DC. Chassis mounted switch allows field selectable EL/EU setting. To order configured with Request to Exit (RX), specify RX under special options.</p>	<p>ANSI Schlage ND80EL</p> <p>Storeroom lock, electrically locked outside lever (fail safe)</p> <ul style="list-style-type: none"> Lever with key cylinder outside; lever inside; deadlatch Powered state: outside lever continuously locked (when in EL mode) When power is removed (via switch or power failure), in EL mode either lever will retract latch Key outside retracts latch but cannot change the normal locked or unlocked state of the outside lever Inside lever always free for immediate egress <p>Note: Auto detects 12 or 24V DC. Chassis mounted switch allows field selectable EL/EU setting. Ordering: Unless EL or EU is specified, order will default to an EU setting. Optional RX function can be ordered configured by specifying RX under special options or add later using kit part N23-062.</p>	<p>ANSI Schlage ND80EU</p> <p>Storeroom lock, electrically unlocked outside lever (fail secure)</p> <ul style="list-style-type: none"> Lever with key cylinder outside; lever inside; deadlatch Powered state: outside lever continuously unlocked (when in EU mode) When power is removed (via switch or power failure), in EU mode outside lever is locked Key outside retracts latch but cannot change the normal locked or unlocked state of the outside lever Inside lever always free for immediate egress <p>Note: Auto detects 12 or 24V DC. Chassis mounted switch allows field selectable EL/EU setting. To order configured with Request to Exit (RX), specify RX under special options.</p>
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<p>Schlage ND98EU</p> <p>Storeroom lock, electrically unlocked outside lever (fail secure)</p> <ul style="list-style-type: none"> Lever with key cylinder outside; lever inside; deadlatch Powered state: outside lever continuously unlocked (when in EU mode) When power is removed (via switch or power failure), in EU mode outside lever is locked Key outside retracts latch but cannot change the normal locked or unlocked state of the outside lever Inside lever always free for immediate egress <p>Note: Auto detects 12 or 24V DC. Chassis mounted switch allows field selectable EL/EU setting. To order configured with Request to Exit (RX), specify RX under special options.</p>	<p>ANSI Schlage ND98EL</p> <p>Vandigard® storeroom lock, electrically locked outside lever (fail safe)</p> <ul style="list-style-type: none"> Lever with key cylinder outside; lever inside; deadlatch Powered state: outside lever continuously locked (when in EL mode) Vandigard® feature allows outside lever, when locked, to rotate without engaging latch When power is removed (via switch or power failure), in EL mode either lever will retract latch Key outside retracts latch but cannot change the normal locked or unlocked state of the outside lever Inside lever always free for immediate egress <p>Note: Auto detects 12 or 24V DC. Chassis mounted switch allows field selectable EL/EU setting. Ordering: Unless EL or EU is specified, order will default to an EU setting. Optional RX function can be ordered configured by specifying RX under special options or add later using kit part N23-062.</p>	<p>ANSI Schlage ND98EU</p> <p>Vandigard® storeroom lock, electrically unlocked outside lever (fail secure)</p> <ul style="list-style-type: none"> Lever with key cylinder outside; lever inside; deadlatch Powered state: outside lever continuously unlocked (when in EU mode) When power is removed (via switch or power failure), in EU mode outside lever is locked Vandigard® feature allows outside lever, when locked, to rotate without engaging latch Key outside retracts latch but cannot change the normal locked or unlocked state of the outside lever Inside lever always free for immediate egress <p>Note: Auto detects 12 or 24V DC. Chassis mounted switch allows field selectable EL/EU setting. To order configured with Request to Exit (RX), specify RX under special options.</p>
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Figure 2 - Door Hardware Cut Sheets

SHELF UNIT SPECIFICATIONS

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

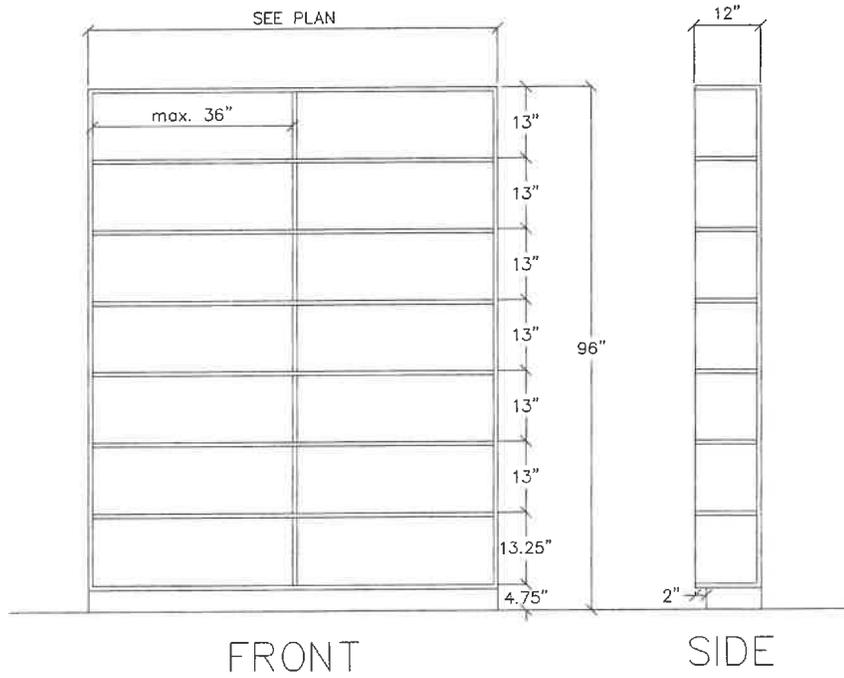


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Figure 3 - Shelving Unit specifications



Elkay Enhanced EZH2O Bottle Filling Station & Single ADA Cooler
Filtered 8 GPH Stainless
Model LZS8WSSP

PRODUCT SPECIFICATIONS

Elkay Enhanced ezH2O® Bottle Filling Station & Single ADA Cooler, Filtered 8 GPH Stainless. Chilling Capacity of 8.0 GPH (gallons per hour) of 50° F drinking water, based on 80° F inlet water and 90° F ambient, per ASHRAE 18 testing. Features shall include Hands Free, Visual Filter Monitor, Automatic Filter Status Reset, Filtered, Energy Savings, Green Ticker™, Laminar Flow, Antimicrobial, Real Drain. Furnished with Flexi-Guard® Safety Bubbler, Electronic Bottle Filler Sensor With Electronic Front And Side Bubbler Pushbar activation. Product shall be Wall Mount (On Wall), for indoor applications, serving 1 station(s). Unit shall be certified to UL 399 and CAN/CSA C22.2 No. 120. Unit shall be lead-free design which is certified to NSF/ANSI 61 & 372 (lead free) and meets Federal and State low-lead requirements.



Special Features:	Hands Free, Visual Filter Monitor, Automatic Filter Status Reset, Filtered, Energy Savings, Green Ticker™, Laminar Flow, Antimicrobial, Real Drain
Finish:	Stainless Steel
Power:	115V/60Hz
Bubbler Style:	Flexi-Guard® Safety Bubbler
Activation by:	Electronic Bottle Filler Sensor With Electronic Front And Side Bubbler Pushbar
Mounting Type:	Wall Mount (On Wall)
Chilling Option*:	8.0 GPH
Full Load Amps	5
Rated Watts:	370
Dimensions (L x W x H):	18-3/8" x 19" x 39-7/16"
Approx. Shipping Weight:	85 lbs.
Installation Location:	Indoor
No. of Stations Served:	1

*Based on 80° F inlet water & 90° F ambient air temp for 50° F chilled drinking water.

AMERICAN PRIDE. A LIFETIME TRADITION. Like your family, the Elkay family has values and traditions that endure. For almost a century, Elkay has been a family-owned and operated company, providing thousands of jobs that support our families and communities.



Included with Product: Bottle Filler, Water Cooler, Filter

PRODUCT COMPLIANCE

- ADA & ICC A117.1
- ASME A112.19.3/CSA B45.4
- Buy American Act
- CAN/CSA C22.2 No. 120
- GreenSpec®
- NSF/ANSI 42, 53, 61, & 372 (lead free)
- UL 399



Complies with ADA & ICC A117.1 accessibility requirements when installed according to the requirements outlined in these standards. Installation may require additional components and/or construction features to be fully compliant. Consult the local Authority Having Jurisdiction if necessary.

[Installation Instructions \(PDF\)](#)

5 Year Limited Warranty on the refrigeration system of the unit. Electrical components and water system are warranted for 12 months from date of installation. **Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.**

[Warranty \(PDF\)](#)

OPTIONAL ACCESSORIES

51300C - Elkay WaterSentry Plus Replacement Filter (Bottle Fillers)
WSF6000R-2PK - WaterSentry Fresh 6000 CTO Replacement Filter (2pack)
MLP100 - Accessory - In Wall Carrier (Single) for single EZ, LZ, EMABF, LMABF, VRC, LVRC models
LKAPREZL - Elkay Cane Aron for EZ Gray

Special Note: One-Box Packaging.

- Visual Filter Monitor: LED Filter Status Indicator for when filter change is necessary.
- Filter is certified to NSF 42 and 53 for lead, particulate, chlorine, taste and odor reduction. 3,000 gal. capacity.
- Energy-Savings Feature - allowing for the refrigeration to be powered off when not in use.
- Green Ticker: Informs user of number of 20 oz. plastic water bottles saved from waste.
- Laminar flow provides clean fill with minimal splash.
- Silver Ion Antimicrobial protection on key plastic components to inhibit the growth of mold and mildew.
- Real Drain System eliminates standing water.

PART: _____ QTY: _____

PROJECT: _____

CONTACT: _____

DATE: _____

NOTES: _____

APPROVAL: _____

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

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Figure 5 – Switch Room specs – ITD Data/Com Room Design

3.0 ROOM BY ROOM SPECIFICATIONS

Room Number	Floor	Walls	Comments
01 - Lobby	LVT WF - Entryway	P1, P2 or P3, B2	<ul style="list-style-type: none"> • Remove curved island workstations. • Provide (2) duplex outlets in lobby for support of relocated guard station. • Install walk off flooring at front main entry, design to be approved by County. • Remove tile floor and replace flooring with high grade commercial LVT, county to approve. • Remove existing vertical blinds, install dark tinted 3M Security Film to all lobby windows and doors. Film to be dark tinted to allow for proper work environment without reinstallation of blinds. If tint is deemed insufficient by county, window coverings will be required per Section 1.5.
22 – Employee Break Room	LVT	P1, P2 or P3, B2	<ul style="list-style-type: none"> • Remove existing vertical blinds, install dark tinted 3M Security Film to all windows. Film to be dark tinted to allow for proper work environment without reinstallation of blinds. If tint is deemed insufficient by county, window coverings will be required per Section 1.5.
41 – Employee Entrance Area		P1, P2 or P3, B2	<ul style="list-style-type: none"> • Replace existing water cooler with ADA compliant two-station drinking fountain cooler with bottle filling station. See Section 1.14, Figure 4

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- Exterior - Parking			<ul style="list-style-type: none"> • Provide (3) Asphalt based speed bumps to reduce vehicular speeds in the parking lot. (1) to be installed along the North drive aisle near the middle of the building. (2) to be installed along the East drive aisle between Idaho Street and Lugonia Avenue.
- Exterior Security Features			<ul style="list-style-type: none"> • At Lobby provide protective Pipe Bollards, sufficient in quantity and strength to protect vulnerable areas from vehicular traffic. County to approve locations.

Room Number	Floor	Walls	Comments
22, 33	VCT		<i>Maintenance Concern: In break rooms, existing VCT floor is aged, tiles are beginning to separate and deteriorate causing safety and tripping concerns.</i>
<i>Full Building</i>	<i>C1</i>		<i>Maintenance Concern: Existing Carpet is past due for replacement per terms of the lease. Carpet is extremely worn and presents safety and tripping issues in numerous spots. County has tentatively selected Patcraft "On Neutral Ground 1 – Running Stitch – Color 00120 or 00100" in stagger layout.</i>
<i>Full Building</i>		<i>P1, P2, P3</i>	<i>Maintenance Concern: Existing interior paint is past due for repaint per terms of the lease. Walls are significant signs of wear and tear and necessitate repaint. County accepts maintaining existing base paint color, however accent colors will be subject to change.</i>

End of Exhibit G-1 and Room x Room Specifications



EXHIBIT "H"

Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

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

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

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

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

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

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

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

1. Name of Landlord:

LUGUNIA OFFICES, LLC

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

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

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

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

N/A

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

Company Name	Relationship
N/A	

6. Name of agent(s) of Landlord:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
LUGUNIA OFFICES, LLC	RON SHAHBANDI	

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

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

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

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of

the individuals or entities listed in Question Nos. 1-8?

No

Yes If yes, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No If no, please skip question 11.

Yes If yes, please provide the contribution information in Question 11.

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

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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

By signing the Contract, Landlord certifies that the statements made herein are true and correct. Landlord acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Landlord understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.

EXHIBIT "I"
PREVAILING WAGE REQUIREMENTS

A. In the event all or a portion of the Scope of Work in the Contract requires the payment of prevailing wages as required by California state law, and compliance with the following requirements:

1. Determination of Prevailing Rates:

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

2. Payment of Prevailing Rates

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

3. Prevailing Rate Penalty

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

4. Ineligible Contractors:

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

5. Payroll Records:

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

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

6. Limits on Hours of Work:

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

7. Penalty for Excess Hours:

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

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

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

b. Labor Code section 1725.5 states the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

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

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

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

c. Labor Code section 1771.1 states the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works

until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work. (2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

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

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

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

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

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

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

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

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

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

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

d. Labor Code section 1771.4 states the following:

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

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

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

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

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

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

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish

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

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

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

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

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

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

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

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

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

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

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

- iv. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
- i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
 - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
 - vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
 - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
 - v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:

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

4. Exemption from Apprenticeship Ratios:

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

5. Contractor's Compliance:

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