LEASE AGREEMENT

BETWEEN

PEPPER CLINIC LLC

AS LESSOR

AND

SAN BERNARDINO COUNTY

AS LESSEE

for certain premises along

North Pepper Avenue in Colton
Portions of APN's 0254071100000

LEASE AGREEMENT

In consideration of the mutual covenants contained in the Lease Agreement ("Lease") and for other good and valuation consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Pepper Clinic LLC ("LESSOR"), as lessor, and San Bernardino County ("COUNTY"), as lessee, agree on the terms and conditions set forth in the Lease.

SECTION I – BASIC LEASE PROVISIONS

The following basic lease provisions ("Basic Lease Provisions") are hereby made a part of the Lease and incorporated herein for the purposes of setting forth the meanings of certain terms in the Lease. In the event of any conflict between terms in the Basic Lease Provisions and the provisions in Section II – Lease Provisions, the provisions in Section II – Lease Provisions shall govern.

A.	LESSOR	Pepper Clinic LLC
B.	COUNTY	San Bernardino County
C.	PROPERTY	Certain real property, comprising the grounds and all improvements thereon (whether now or subsequently existing) located in the City of Colton, County of San Bernardino, commonly known as portions of APN's 0254071100000 LESSOR will be subdividing the property as Parcel 2 on Exhibit "K". The property lines are preliminary and are subject to the City of Colton's approval.
D.	BUILDING	An approximate 60,000 square foot, build to suit, three-story clinic
E.	PREMISES	A total of approximately 60,000 square feet located on along North Pepper Avenue in Colton, as the Premises are set forth in Exhibit "A" to the Lease.
F.	PERMITTED USE	General medical and clinical office use
G.	ALLOCATED PARKING	150 exclusive parking spaces located at the parking areas on the Property. The remaining parking spaces shall be non-exclusive and shared with the Parcel 3 as shown in Exhibit "K" with a Reciprocal Access and Parking Agreement.
H.	LEASE TERM	Twenty (20) Years, commencing on the Commencement Date and expiring on the Expiration Date unless earlier terminated in accordance with the Lease. At the end of the Lease Term, the Lessee shall own the Property free and clear in Fee with no further lease obligations, including rent, to the LESSOR. Over the course of the Lease Term, Lessee shall have first right of refusal as to any other parties who may express an interest in purchasing the Property.
I.	COMMENCEMENT DATE	Projected Commencement Date the later of: (i) LESSOR's substantial completion of COUNTY improvements, in accordance with the Improvement Specifications, subject to punch list items mutually agreed by both parties; (ii) COUNTY's receipt of a final certificate of occupancy for the Premises obtained through the LESSOR, and if applicable, the Building and the Property, issued by all relevant governmental authorities; (iii) written acceptance by an authorized agent of the COUNTY of the improvements for COUNTY' intended use, improvements subject to minor punch list items.
J.	EXPIRATION DATE	Twenty (20) years from the Commencement Date

K. MONTHLY RENT FOR PREMISES

Period during Lease Term	Monthly Rent	Monthly Amortization of Improvements	Total Monthly Rent
Lease Year 1	$168,000.00	$261,000.00	$429,000.00
Lease Year 2	$173,040.00	$261,000.00	$434,040.00
Lease Year 3	$178,231.20	$261,000.00	$439,231.20
Lease Year 4	$183,578.14	$261,000.00	$444,578.14
Lease Year 5	$189,085.48	$261,000.00	$450,085.48
Lease Year 6	$194,758.04	$261,000.00	$455,758.04
Lease Year 7	$200,600.79	$261,000.00	$461,600.79
Lease Year 8	$206,618.81	$261,000.00	$467,618.81
Lease Year 9	$212,817.37	$261,000.00	$473,817.37
Lease Year 10	$219,201.89	$261,000.00	$480,201.89
Lease Year 11	$225,777.95	$261,000.00	$486,777.95
Lease Year 12	$232,551.29	$261,000.00	$493,551.29
Lease Year 13	$239,527.83	$261,000.00	$500,527.83
Lease Year 14	$246,713.66	$261,000.00	$507,713.66
Lease Year 15	$254,115.07	$261,000.00	$515,115.07
Lease Year 16	$261,738.53	$261,000.00	$522,738.53
Lease Year 17	$269,590.68	$261,000.00	$530,590.68
Lease Year 18	$277,678.40	$261,000.00	$538,678.40
Lease Year 19	$286,008.75	$261,000.00	$547,008.75
Lease Year 20	$294,589.02	$261,000.00	$555,589.02

M. EARLY TERMINATION OPTION

Either party shall have the right to terminate the lease following mutual execution subject to the following: the mitigation measures revealed in the environmental review will require Delhi Sands Fly Monitoring for a period that exceeds 18 months from the date notified by the local authority

N. IMPROVEMENTS

On or before the Projected Commencement Date, LESSOR shall, at its sole cost and expense, substantially complete the build-to-suit development in accordance with the Site Plan attached hereto as “Exhibit “A-1”, the Improvement Work Letter attached hereto as Exhibit “B”, the Improvement Room by Room Specifications attached hereto as “Exhibit “C”, and the relevant provisions of the Lease. The development and COUNTY Improvement Costs are to be amortized throughout the Lease Term.

O. LESSOR’S NOTICE ADDRESS

Pepper Clinic LLC
Attn: Philip Lee, Director
17777 Center Court Dr. #725
Cerritos, CA 90703
Office: 626.384.5050

P. COUNTY’S NOTICE ADDRESS

San Bernardino County
Attn: Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415

with a copy to:

Arrowhead Regional Medical Center
Attn: William Gilbert, Hospital Director
400 North Pepper Avenue
Colton, CA 92324

Q. EXHIBITS

Exhibit “A”	Premises
Exhibit “A-1”	Site Plan
Exhibit “B”	Improvement Work Letter
Exhibit “B-1”	Floor Plans
Exhibit “C”	Premises Specifications
Exhibit “C-1”	Improvement Room by Room Specifications
Exhibit “D”	Commencement Date Certificate
Exhibit “E”	Grant Deed
Exhibit “F”	Form of Estoppel Certificate
Exhibit “G”	Form of Subordination, Non-disturbance, and Attornment
Exhibit “H”	List of Former County Officials
Exhibit “I”	Prevailing Wage Requirements
Exhibit “J”	Campaign Contribution Disclosure (SB 1439)

SECTION II – LEASE PROVISIONS

1. **PARTIES**. The parties to the Lease are LESSOR, as lessor, and COUNTY, as lessee (each a "Party" and collectively, "Parties"), as each Party is set forth in the Basic Lease Provisions. LESSOR represents and warrants to COUNTY that LESSOR is the legal owner with sole fee simple title to the Property, including, but not limited to, the Premises, and has the right to enter into the Lease without consent or approval from any other party or parties. In the event of a breach of the foregoing representation and warranty, COUNTY shall have the right to terminate the Lease with immediate effect upon written notice to LESSOR and LESSOR shall indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of or related to said breach. LESSOR's indemnity shall survive the expiration or earlier termination of the Lease.

2. **PREMISES**. LESSOR leases to COUNTY and COUNTY leases from LESSOR the Premises as set forth in the Basic Lease Provisions for the duration of the Lease Term, including any extensions thereof. The Parties acknowledge and agree that the Premises shall not be re-measured during the Lease Term nor during any extensions thereof. Along with its lease of the Premises, COUNTY shall have the right to access and use the Allocated Parking at no additional cost or expense to COUNTY for the duration of the Lease Term and any extensions thereof. COUNTY shall further have the right to access and use all common areas meaning those areas located within the Building or on the Property ("Common Areas") at no additional cost or expense to COUNTY for the duration of the Lease Term and any extensions thereof.

3. **TERM**. The Lease Term shall commence on the Commencement Date and expire on the Expiration Date as set forth in the Basic Lease Provisions unless earlier terminated in accordance with the terms of the Lease. In the event that the Commencement Date is subject to Improvements to be completed by a Projected Occupancy Date, the Parties shall execute a Commencement Date Certificate substantially in the form of Exhibit "D," attached hereto and incorporated herein by reference, to confirm the occurrence of the actual Commencement Date, the actual Expiration Date, and any other pertinent terms of the Lease. COUNTY shall prepare the Commencement Date Certificate and LESSOR shall execute and return said certificate within ten (10) days after its receipt from COUNTY. If LESSOR does not timely execute and return said certificate, LESSOR shall be deemed to have accepted all of the terms of the Lease as confirmed in the Commencement Date Certificate prepared by COUNTY. COUNTY's Director of the Real Estate Services Department ("RESD") shall have the authority on behalf of COUNTY to execute said certificate but only if the occurrence of the actual Commencement Date does not exceed ninety (90) days from the Projected Occupancy Date. Upon the expiration of the Lease Term, the LESSOR shall convey full title to the Property in grant deed (per Exhibit "E" Grant Deed) to the COUNTY and COUNTY shall own the Property free and clear in Fee with no further lease obligations, including rent, to the LESSOR. Over the course of the Lease Term, Lessee shall have first right of refusal as to any other parties who may express an interest in purchasing the Property.

4. **RENT**. Upon the commencement of the Lease Term, COUNTY shall pay to LESSOR, in arrears on or before the last day of each calendar month during the Lease Term, the Monthly Rent for the Premises in accordance with the rent schedule set forth in the Basic Lease Provisions but subject to any deductions, offsets, and adjustments that are permitted under the Lease. Monthly Rent for the Premises during any partial calendar month during the Lease Term shall be pro-rated based on the actual number of days the Premises is occupied by COUNTY in said month. LESSOR agrees to accept all Monthly Rent for the Premises and other payments due from COUNTY to LESSOR under the Lease via electronic payments directly deposited to LESSOR's designated bank account. LESSOR shall complete any and all COUNTY standard forms and provide all information required by COUNTY to process such electronic payments. In addition, on or before the date LESSOR executes the Lease, LESSOR shall register with COUNTY's then current electronic procurement system.

A. Upon completion of all rental payments LESSEE shall own the Property free and clear in Fee with no further lease obligations, including rent, to the LESSOR. Over the course of the Lease Term, Lessee shall have first right of refusal as to any other parties who may express an interest in purchasing the Property.

B. Late Payment of Rent and Other Reimbursable Payments. If any installment of Rent or any other reimbursable payments owed to LESSOR is not paid within ten (10) days after written notice that such payment is past due, COUNTY shall pay LESSOR a late fee payment equal to five percent (5%) of the overdue payment.

5. **PERMITTED USE**. COUNTY shall have the right to use the Premises for the Permitted Use set forth in the Basic Lease Provisions and shall have access to the Premises, the Building, and the Property 24 hours a day and seven days a week.

6. **EXPANSION SPACE OPTIONS**.

A. Right of First Refusal. Subject to any pre-existing rights granted by LESSOR, COUNTY shall have the recurring right of first refusal during the Lease Term and any extensions thereof to purchase the property, or lease space that is available or become available at the Building or any portion thereof ("Expansion Space"). Prior to LESSOR's execution of any sale or lease with a third party for the Property or Expansion Space, LESSOR shall provide written notice to COUNTY of LESSOR's intent to sale or lease the subject Property or Expansion Space. If COUNTY opts to exercise its right of first refusal, COUNTY shall provide written notice to LESSOR within thirty (30) days after receipt of LESSOR's written notice as to all or a portion of the subject Property or Expansion Space COUNTY intends to purchase or lease. The parties shall thereafter promptly execute an amendment to the Lease to add the subject Property or Expansion Space to the Premises on the same terms and conditions as the Lease, provided that the Lease Term for the subject Expansion Space shall, at the option of COUNTY, be co-terminous with the then current Lease Term for the Premises.

B. Right of First Offer for Expansion Space. Subject to any pre-existing rights granted by LESSOR, COUNTY shall have the recurring right of first offer during the Lease Term and any extensions thereof to lease the Expansion Space or any portion thereof on the same terms and conditions as the Lease, provided that the Lease Term for the subject Expansion Space shall, at the option of COUNTY, be co-terminous with the then current Lease Term for the Premises. If COUNTY opts to exercise its right of first offer, COUNTY shall provide written notice to LESSOR for the subject Expansion Space and the parties shall thereafter promptly execute an amendment to the Lease to add the subject Expansion Space to the Premises.

C. Right of First Refusal: Should LESSOR receive a bona fide, open market, arm's length offer from any third party to purchase the Property, which offer LESSOR desires to accept, LESSOR shall, before accepting such offer, provide COUNTY with a full and complete copy of such offer and shall first offer in writing to sell the PROPERTY which is the subject of such offer to COUNTY on the same terms and conditions as set forth in said offer. Upon receipt of any such notice and copy of such offer from LESSOR, COUNTY shall have ninety (90) days thereafter within which to notify Lessor of acceptance pending approval by the COUNTY Board of Supervisors. Should COUNTY fail to notify LESSOR of acceptance of any such offer within said ninety (90) day period, LESSOR shall be free to sell the Property to the original offeror upon the same terms and conditions offered to COUNTY without further notice to COUNTY. Should LESSOR after having made such offer to COUNTY as above described, fail to sell said Property upon the same terms and conditions offered to COUNTY, LESSOR shall give COUNTY notice and the first right to purchase in the manner set forth above of any further or different offers received by LESSOR for the purchase of said Property and shall first offer to sell the same to COUNTY upon the same terms and conditions before accepting any such further or different offer.

7. **HOLDOVER**. In the event that COUNTY continues to occupy the Premises after the expiration or earlier termination of the Lease Term, COUNTY's tenancy shall be on a month-to-month term ("Holdover Period") on the same terms and conditions as the Lease, including, but not limited to, the Monthly Rent for the Premises in effect as of the expiration or earlier termination of the Lease. Notwithstanding anything to the contrary in the Lease, either Party shall have the right to terminate the Lease during the Holdover Period by providing not less than ninety (90) days prior written notice to the other Party. This provision shall not affect the transfer of title from LESSOR to COUNTY at the end of the Lease term or at close of escrow of the PSA.

8. **TAXES**. LESSOR shall, at its sole cost and expense, pay, prior to delinquency, any and all real property taxes and general and special assessments levied and assessed against the Premises, the Building, and the Property and all improvements thereon.

9. **UTILITIES**.

A. LESSOR shall furnish to the Premises, the Building, and the Property and pay all service changes and related taxes for, water, sewer, trash, and fire alarm service. COUNTY shall furnish and pay for its electric, gas, janitorial, internet, fiber, and its own telephone service including pay telephones within the Premises. All parking lot area Electrical Utility Expenses associated with the parking lot and exterior portion of the Premises shall be at LESSOR's sole expense and without reimbursement. LESSOR shall provide separate electrical and gas meters for the Premises. The parties agree to jointly read the separate meter and agree upon the initial reading on commencement of the Lease. COUNTY shall have the option to provide security services for the interior of the Premises for COUNTY's own purposes, which security services, if opted by COUNTY, shall not alter LESSOR's obligations in Paragraph 15, MAINTENANCE.

B. Interruptions. In the event of any interruption of any utilities provided to the Premises, the Building, or the Property and COUNTY determines, in its sole discretion, that COUNTY is unable access the Premises or the Allocated Parking or unable to conduct its operations at the Premises between 8:00 AM and 6:00 PM Monday through Friday, as a result of such interruption, LESSOR shall immediately restore the affected utility service(s) and if such interruption has not been fully restored within seven (7) calendar days after written notice from COUNTY, Monthly Rent shall be abated for the duration of the interruption in proportion to the Premises or portion thereof that is inaccessible or unusable by COUNTY to conduct its operation and COUNTY shall have the right to deduct the abated amount from the Monthly Rent and other sums next due for the period from the date the interruption commenced until such time that the affected utility is fully restored.

10. **LEGAL COMPLIANCE**.

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

B. CASp Inspection. LESSOR certifies to COUNTY that as of the Commencement Date, an inspection of the Premises, the Building, or the Property has not been performed by a Certified Access Specialist in conjunction with the Lease. Notwithstanding that an access inspection has not been performed, LESSOR remains obligated for the compliance of the Premises, the Building, and the Property with Laws for the duration of the Lease Term including any extensions thereof. In the event that an access inspection is performed by LESSOR at any time during the Lease Term including any extensions thereof, LESSOR shall provide COUNTY with a copy of the inspection report and LESSOR shall, at its sole cost and expense, promptly complete all

required and recommended repairs and modifications to the Premises, the Building, or the Property identified in the inspection report.

11. **HAZARDOUS SUBSTANCES**.

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

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

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

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

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

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

12. **ALTERATIONS**. COUNTY shall not make any structural or exterior improvement or alterations to the Premises during the Lease Term without LESSOR's prior written consent. If LESSOR does not respond within thirty (30) days after COUNTY's request for consent for any structural or exterior improvements or alterations, LESSOR shall be deemed to have approved COUNTY's request.

13. **FIXTURES**. COUNTY shall have the right to install shelving and fixtures and make interior, non-structural improvements or alterations in the Premises during the Lease Term without LESSOR's prior consent. Such shelving, fixtures, improvements, and alterations shall remain the property of COUNTY during the Lease Term, and may, at COUNTY's option, in its sole discretion, either: (i) be removed during the Lease Term or upon the expiration or earlier termination of the Lease or within a reasonable time thereafter without the payment of Monthly Rent or other sums. COUNTY shall have the right, at its options to install at the Premises, telephone and data cabling, a security system, and vending machines.

14. **SIGNS**. As part of the Improvements to be completed by LESSOR pursuant to this Lease, LESSOR shall provide to COUNTY an exterior sign on the top fascia of the building. Exterior sign placement and design to be mutually agreed by the parties. COUNTY will display from the windows and/or marquee of the Premises only such sign or signs as are not prohibited by law. At the end of the Lease term, LESSOR at its cost shall be responsible for the removal and disposal of all COUNTY's signage.

15. **MAINTENANCE AND REPAIR**.

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

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

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

(3) All heating, ventilation and air conditioning ("HVAC") systems of the Premises, the Building, and the Property, inclusive of all components thereto and regardless of where situated on the Property; HVAC maintenance shall include, but is not limited to, providing certified air balance and maintenance service (with a copy of the certificate to be delivered to COUNTY on the Commencement Date and on each second anniversary of the Commencement Date during the Lease Term) and replacing all filters on a quarterly basis; and

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

(5) All grounds of the Property, inclusive of all components thereto, including, but not limited to, parking lot, parking structures, accessible parking spaces, drive lanes, and driveways; sidewalks; fences and gates; exterior lighting; exterior signage; and landscaping; parking maintenance shall include, but is not limited

to cleaning, repaving, re-striping, curb and pothole repairs, and replacements; landscaping maintenance shall include, but is not limited to grass, trees, shrubbery, and flora, which shall be kept in a green condition; and

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

B. LESSOR shall engage licensed and bonded contractors to perform LESSOR's maintenance and obligations in the Lease, which services shall be performed in a good and workmanlike manner. With respect to the Premises, LESSOR's maintenance and obligations shall be performed at times during COUNTY's regular business hours that are approved in writing by COUNTY. LESSOR's service providers must be escorted by COUNTY staff while in the Premises and such services shall be performed in a manner that will cause the least possible inconvenience, annoyance, or disturbance to COUNTY.

C. Without in any way affecting LESSOR'S obligations in this paragraph and regardless of whether any specific notice of need for maintenance or repair is provided to LESSOR by COUNTY, COUNTY may request specific maintenance. Any such request may be made orally, by telephone, or otherwise. If: (i) COUNTY requests maintenance and LESSOR does not commence the performance of its maintenance obligations as described in Paragraph 15(A) within ten (10) days of receiving such request or does not diligently prosecute its obligations to completion thereafter; or (ii) in the case of an emergency, whether or not COUNTY has given notice to LESSOR, LESSOR does not immediately perform its obligations, then in both instances, COUNTY may (but is not obligated to) perform LESSOR'S obligations, in which case, LESSOR shall reimburse COUNTY the sum actually expended by COUNTY (including but not limited to charges for COUNTY employees and equipment) in the performance of LESSOR's obligations. The sum expended by COUNTY shall be due from LESSOR to COUNTY within five (5) days of notice of COUNTY's invoice to LESSOR along with documentation supporting the expended costs, and if paid at a later date, shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by LESSOR. If LESSOR fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to deduct from future Monthly Rent or other sums due the amount COUNTY has paid until COUNTY is reimbursed in full for the sum and interest thereon. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in the Lease.

D. In the event that any maintenance, repair, or replacement by LESSOR causes, as determined by COUNTY in its sole discretion, the Premises or the Allocated Parking to be inaccessible or the Premises or any portion thereof to be unusable for COUNTY to conduct its operations between 8:00 AM to 6:00 PM, Monday through Friday and if such access and/or use has not been restored within two (2) Business days , Monthly Rent and other sums due under the Lease shall be abated for the commencement of the need for maintenance, repair, or replacement until such time that said maintenance, repair, or replacement is fully completed in proportion to the Premises or portion thereof that is inaccessible or unusable by COUNTY.

E. At COUNTY's election, in its sole discretion, LESSOR, shall, at LESSOR's sole cost and expense, hire a licensed, bonded, and qualified property management company to manage the Property and perform LESSOR'S maintenance and custodial obligations as set forth in the Lease. Within fourteen (14) days after the engagement of a property management company, the property manager of the property management company shall inspect the Premises, the Building, and the Property at least every other week to ensure compliance with LESSOR'S maintenance obligations and daily to ensure compliance with LESSOR'S custodial obligations. COUNTY reserves the right to review the selection of the property management company and to review the engagement agreement.

F. Notwithstanding anything to the contrary in this Paragraph 15, in the event that any maintenance and repairs pursuant to this Paragraph 15, MAINTENANCE AND REPAIRS are required due to an event that: (i) occurred entirely within the Premises; and (ii) was caused by the intentional or unintentional misconduct of COUNTY's employees, agents, contractors, patients, or invitees (collectively, a "Reimbursable Maintenance Event"), LESSOR shall, no later than thirty (30) days after the occurrence of such event (but sooner in the event

of an emergency) and prior to incurring any costs, deliver written notice to the COUNTY of the occurrence of a Reimbursable Maintenance Event, which notice shall include evidence substantiating that all elements of a Reimbursable Maintenance Event have occurred ("Notice of Reimbursable Maintenance Event"). If LESSOR timely submits its Notice of Reimbursable Maintenance Event and COUNTY verifies that a Reimbursable Maintenance Event has occurred, LESSOR and COUNTY shall mutually agree in writing on the scope of work, the costs, and the schedule, including any changes thereto, to complete any necessary maintenance and repairs. Thereafter, the LESSOR shall promptly perform the agreed maintenance and repair work, and upon final completion of said work to the COUNTY's satisfaction, LESSOR shall submit a copy of all invoices, receipts, and any other supporting documentation requested by COUNTY for said work and the COUNTY shall reimburse LESSOR for the agreed costs incurred by LESSOR for such work. If the LESSOR does not timely submit its Notice of Reimbursable Maintenance Event and/or the COUNTY determines that a Reimbursable Maintenance Event has not occurred, LESSOR shall promptly perform and complete the required maintenance and repairs at LESSOR's sole cost and expense as part of LESSOR's obligations under the Lease and without any reimbursement from the COUNTY. The parties acknowledge and agree that the COUNTY's determinations herein, including but not limited to, the verification of a Reimbursable Maintenance Event, the COUNTY's satisfaction with any completed work. The parties further acknowledge and agree that the COUNTY shall not be deemed to be in default of the Lease during the period of time that COUNTY performs said determinations and/or processes any reimbursement payments for a verified Reimbursable Maintenance Event. The County's Director of Real Estate Services shall have the authority, on behalf of the COUNTY, to make determinations and exercise the COUNTY's rights herein if the reimbursement does not exceed $5,000 per event.

16. **ASSIGNMENT AND SUBLEASE**. COUNTY shall have the right to assign the Lease or sublease the Premises or any portion thereof with LESSOR's prior written consent and sole discretion, which consent shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding anything to the contrary in the Lease, at any time during the Lease Term, COUNTY shall have the right, without LESSOR's consent, to assign the Lease, sublease the Premises or any portion thereof, or share occupancy of the Premises or any portion thereof with any entity under common control with COUNTY, special districts of the COUNTY, and joint powers associations of which the COUNTY is a member; in which event, LESSOR shall not have the right to share in any rents that exceed the Monthly Rent or to recapture the Premises or any portion thereof.

17. **INDEMNIFICATION**. LESSOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the Lease from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnities. LESSOR's indemnification obligation applies to COUNTY's "active" as well as "passive" negligence but does not apply to COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. The provision of the Lease shall survive the expiration or earlier termination of the Lease.

18. **INSURANCE REQUIREMENTS AND SPECIFICATIONS**.

A. COUNTY is a self-insured public entity for purposes of general liability and workers' compensation.

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

Without in anyway affecting the indemnity herein provided and in addition thereto, LESSOR shall secure and maintain throughout the Lease Term the following types of insurance with limits as shown:

(1) Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits

covering all persons including volunteers providing services on behalf of LESSOR and all risks to such persons under the Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) LESSOR agrees to require all parties, subcontractors, or others, including, but not limited to, architects, it hires or contracts with in relation to the Lease to provide insurance covering the contracted operations with the requirements in this Paragraph 18, (including, but not limited to, waiver of subrogation rights) and naming COUNTY as an additional insured. LESSOR agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

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

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

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

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

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

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

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

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

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

promptly reimbursed by LESSOR or COUNTY payments to LESSOR will be reduced to pay for COUNTY purchased insurance.

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

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

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

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

N. LESSOR agrees to require all parties, subcontractors, or others it hires or contracts with in relation to the Lease to provide insurance covering the contracted operation with the requirements in this Paragraph 18, (including, but not limited to, waiver of subrogation rights) and naming COUNTY as an additional insured.

19. **DESTRUCTION OF PREMISES**.

A. In the event the Premises, the Allocated Parking, the Building, the Property, or COUNTY's access thereto, or any portion thereof, is damaged or destroyed by any casualty, LESSOR shall, at its sole cost and expense, promptly repair and restore the Premises, the Allocated Parking, the Building, the Property or COUNTY's access thereto to substantially the same condition as existing immediately prior to the damage or destruction, including, but not limited to: (i) all mechanical, electrical, and plumbing systems serving the Premises, the Building, and the Property; (ii) the heating, ventilation, and air conditioning systems serving the Premises and the Building; (iii) the roof, foundation, and all interior and exterior windows and walls of the Premises and the Building; and (iv) all Improvements constructed in the Premises (whether by LESSOR or COUNTY) prior to the date of damage or destruction and the Lease shall continue in full force and effect. LESSOR shall use any and all insurance proceeds received as a result of such casualty for the repair and restoration of the Premises, provided that LESSOR's failure to carry any required insurances shall not relieve LESSOR of its repair and restoration obligation. Notwithstanding the foregoing, LESSOR shall have no obligation to repair any damage to, or to replace any of COUNTY's personal property, furnishings, fixtures, and equipment, unless such damage is caused by LESSOR's gross negligence or intentional misconduct. LESSOR shall commence the required repair and restoration in a substantial and meaningful way within thirty (30) days of the date of damage or destruction and shall thereafter diligently pursue such repair and restoration to completion within ninety (90) days of commencement of said repair and restoration. For the purposes of this paragraph, the phrase "commence . . . in a substantial and meaningful way" shall mean the unconditional authorization to prepare the plans required for repair and restoration work, the issuance of any required building permits from the relevant governmental authority, or the beginning of actual repair or restoration work. In the event that within thirty (30) days after the casualty date, COUNTY is notified by LESSOR that the time required to restore the Premises, the Allocated Parking, the Building, the Property, or COUNTY's access thereto, or any portion thereof, is estimated by LESSOR's licensed and qualified architect, in its professional opinion, to exceed (365) days, COUNTY may, at its option, terminate this Lease immediately upon written notice to the LESSOR without further obligation by COUNTY.

B. In the event: (i) the Premises, the Allocated Parking, the Building, the Property, or COUNTY's access thereto, or any portion thereof, is damaged or destroyed; (ii) LESSOR fails to timely commence and complete the repair and restoration required in Paragraph 19.A above; and (iii) COUNTY determines, in its sole discretion, that COUNTY is unable to conduct its operations at the Premises as a result of such damage or destruction, COUNTY shall have the right, at its option, to terminate the Lease effective as of the date the damage or destruction occurred.

C. In the event the Premises, the Allocated Parking, the Building, the Property, or COUNTY's access thereto is damaged or destroyed by any casualty as set out in subparagraph A above, and that COUNTY is unable to conduct its operations at the Premises as a result of such damage or destruction, the Monthly Rent and any other sums due under the Lease shall be abated in whole or in proportion to the Premises, Allocated Parking, or access thereto that are not usable by COUNTY to conduct its business, which abatement shall commence on the date the damage or destruction occurred and shall continue until the date the such damage or destruction is fully restored. The abatement or reduction of the rent shall be in proportion to the degree to which COUNTY's use of or access to the Premises, Building, and/or Property, including but not limited to the COUNTY's parking area, is impaired.

D. In the event the Premises, the Allocated Parking, the Building, the Property, or COUNTY's access thereto is damaged or destroyed by the intentional or unintentional misconduct of COUNTY's employees, agents, contractors, patients, or invitees set out in subparagraph A above, COUNTY shall not have the option to terminate the lease, and LESSOR, in its sole discretion, shall have the option to (i) terminate the Lease, or (ii) commence the required repair and restoration in a substantial and meaningful way within thirty (30) days of the date of damage or destruction and shall thereafter diligently pursue such repair and restoration to completion at COUNTY's sole expense.

20. **CONDEMNATION**.

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

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

C. Partial. If more than five percent (5%) of the floor area of the Premises, or more than fifteen percent (15%) of the COUNTY's parking areas at the Property or the common areas of the Building and the Property, is taken by condemnation, COUNTY may, at COUNTY's option, to be exercised in writing within thirty (30) days after LESSOR shall have given COUNTY written notice of such taking or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession, terminate this Lease as of the date the condemning authority takes such possession. If COUNTY does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises and COUNTY's parking areas at the Property remaining, except that the rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises and shall be further equitably reduced for the remaining parking areas at the Property. No reduction of rent shall occur if the condemnation does not apply to any portion of the Premises or affects fifteen percent (15%) or less of the COUNTY's parking areas at the Property.

D. Awards. COUNTY shall be entitled to receive the following amounts of any award for the taking of the Premises or any portion thereof under Condemnation, whether from LESSOR or by separate claim to the condemning authority, with COUNTY having the right to negotiate directly with the condemning authority for such award,: (i) one hundred percent (100%) of any amount attributable to any excess of the market value of the Premises for the remainder of the Lease Term over the present value as of the date the Lease is terminated of the Monthly Rent payable for the remainder of the Lease Term (commonly referred to as the "bonus value" of

the Lease); (ii) the amortized or undepreciated value of any Improvements and trade fixtures owned by COUNTY and the removal and relocation costs of such Improvements and trade fixtures; (iii) relocation costs; (iv) loss of goodwill, and (v) any other permitted under condemnation law.

21. **LESSOR'S DEFAULT**. Except where another time period is specifically provided, LESSOR shall be in default of the Lease if LESSOR fails or refuses to perform any material provisions of the Lease and such failure or refusal to perform is not cured within thirty (30) days following LESSOR's receipt of written notice of default from COUNTY; provided however, if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, LESSOR shall not be in default of the Lease if LESSOR commences to cure the default within the thirty (30) day period and thereafter diligently and in good faith prosecutes such cure to completion, provided that such completion shall not exceed sixty (60) days after LESSOR's receipt of COUNTY notice.

22. **COUNTY'S REMEDIES ON LESSOR'S DEFAULT**. COUNTY may, at any time after LESSOR is in default beyond any applicable notice and cure period, terminate the Lease immediately upon written notice to LESSOR without further liability. Alternatively, COUNTY may, at its option and in its sole discretion, after notice to LESSOR, cure LESSOR's default. If COUNTY elects to cure LESSOR's default, LESSOR shall reimburse COUNTY the sum actually expended by COUNTY (including but not limited to charges for COUNTY employees and equipment) in curing LESSOR's default. The sum expended by COUNTY shall be due from LESSOR to COUNTY within five (5) days of notice of COUNTY's invoice to LESSOR along with documentation supporting the expended costs, and if paid at a later date, shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by LESSOR. If LESSOR fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to withhold from future Monthly Rent and other sums due the amount COUNTY has paid until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in the Lease.

23. **COUNTY'S DEFAULT**. The occurrence of any one or more of the following events shall constitute a material default of the Lease by COUNTY: (i) vacating or abandoning the Premises for more than thirty (30) consecutive days while Monthly Rent is concurrently in arrears; or (ii) failure by COUNTY to perform any material provisions of the Lease to be performed by COUNTY, including the payment of Monthly Rent, where such failure is not cured within thirty (30) days following COUNTY's receipt of written notice of default from LESSOR; provided, however, if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, COUNTY shall not be in default of the Lease if COUNTY commences to cure the default within the thirty (30) day period and thereafter diligently and in good faith prosecutes such cure to completion. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California.

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

25. **LESSOR'S ENTRY TO PREMISES**. Upon not less than twenty-four (24) hours prior written notice to COUNTY and subject to Paragraph 29, LESSOR and its authorized employees, contractors, and agents shall have the right to enter the Premises at all reasonable times during COUNTY's normal business hours, excluding any COUNTY holidays, for any of the following purposes: (i) to determine COUNTY's compliance with its obligations under the Lease; (ii) to perform any necessary maintenance, repair, and restoration of the Premises pursuant to the Lease; (iii) to serve, post, or keep posted any notices required by law; and (iv) to post "for sale" signs at any time during the Lease Term or to post "for rent" or "for lease" signs during the last three (3) months of the Lease Term, provided such signs do not unreasonably interfere with the conduct of COUNTY operations.

LESSOR's entry shall be made in a manner that will cause the least possible inconvenience, annoyance, or disturbance to COUNTY.

26. **ESTOPPEL CERTIFICATES**. In the event of a sale or financing of the Property by LESSOR or an assignment of the Lease or leasehold financing by COUNTY, the LESSOR or COUNTY, as the case may be, shall execute an estoppel certificate to the requesting party's purchaser, assignee, or lender, as the case may be, which estoppel certificate shall substantially be in the form of Exhibit "F", attached hereto and incorporated herein, to confirm those certain terms of the Lease. COUNTY's RESD Director shall have the authority on behalf of COUNTY to execute an estoppel certificate substantially in the form of Exhibit "F".

27. **SUBORDINATION AND ATTORNMENT**.

A. As a condition precedent to COUNTY's obligations under the Lease, LESSOR shall obtain from each holder of a lien or encumbrance on the Premises which is senior to the Lease either an executed recordable subordination agreement which subordinates such lien or encumbrance to the Lease, or a non-disturbance agreement, substantially in the form of the attornment provisions in Exhibit "G", attached hereto and incorporated herein by reference.

B. If, after execution of the Lease, a subsequent lienor requires that the Lease be subordinate to any such encumbrance, the Lease shall be subordinate to that encumbrance if, and only if, LESSOR first obtains from the subsequent lienor an executed subordination, nondisturbance and attornment agreement ("SNDA"), substantially in the form of Exhibit "G" acceptable to the COUNTY. COUNTY's RESD Director shall have the authority on behalf of COUNTY to execute a SNDA substantially in the form of Exhibit "G".

28. **PUBLIC RECORDS DISCLOSURE**. LESSOR acknowledges and agrees that all information received by COUNTY from LESSOR or any source concerning the Lease or the Property, including the Lease itself, may be treated by COUNTY as public information, subject to disclosure under the provisions of the California Public Records Act (Government Code Section 6250 et seq.), the Ralph M Brown Act, or any other open records laws ("Public Records Laws"). LESSOR further acknowledges and agrees that, although all information received by COUNTY in connection with the Lease or the Property are intended for the exclusive use of COUNTY, such information is potentially subject to disclosure under Public Records Laws. In the event LESSOR, at the time any information is provided to COUNTY, has reasonably requested in writing that certain information as to the Lease or the Property be held in confidence and a request for disclosure of such information is thereafter received by COUNTY, COUNTY shall endeavor to notify LESSOR of said request and shall thereafter disclose the requested information unless LESSOR, within five (5) days of COUNTY's notice of such disclosure request: (i) requests that the information not be disclosed; (ii) provides a legally sound basis for nondisclosure (as determined in COUNTY's sole discretion); and (iii) agrees in writing to indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of or related the required disclosure. Notwithstanding anything to the contrary in the Lease, if COUNTY does not notify LESSOR of such disclosure request or if COUNTY does not deem LESSOR's basis for nondisclosure to be legally sufficient, as determined by COUNTY in its sole discretion, COUNTY shall not be liable for any claims for damages, lost profits, or other injuries of any and all kinds and LESSOR waives any and all such claims against COUNTY. LESSOR's indemnity obligation shall survive the expiration or earlier termination of the Lease.

29. **CONFIDENTIALITY**. LESSOR acknowledges that the Premises will be used by COUNTY for the processing and storage of confidential information that is protected from unlawful access and disclosure by municipal, county, state, and federal laws ("Confidential Information"). LESSOR and its officers, agents, volunteers, employees, contractors, and any third parties under LESSOR's control (including, but not limited, to property management, maintenance, and custodial providers) herby agree to comply with all applicable municipal, county, state, and federal laws pertaining to the security and protection of Confidential Information and will prevent and not permit any unlawful access to or disclosure of Confidential Information when entering the Premises as permitted by the Lease. Prior to any permitted entry of the Premises, except in the event of a life-threatening emergency or an imminent and substantial destruction of the Premises, LESSOR and its officers, agents, volunteers, employees, contractors and any third parties under LESSOR's control shall: (i) provide not less than twenty-four (24) hours prior written notice of its desired entry; (ii) enter only during COUNTY's normal

business hours; (iii) be escorted by COUNTY during its entry; and (iv) remain in the Premises only for so long as reasonably necessary to complete LESSOR's obligations under the Lease. Should it be necessary for LESSOR to enter the Premises due to a life-threatening emergency or imminent and substantial destruction of the Premises, LESSOR and its agents, volunteers, employees, contractors, and any third parties under LESSOR's control shall: (a) immediately notify COUNTY of such entry, (b) remain in the Premises only for so long as reasonably necessary to abate such emergency or destruction, and (c) upon departure, secure the Premises in the same manner as the Premises were secured upon entry, (i.e., arming alarm system and locking entry points). During any permitted entry of the Premises, LESSOR and its officers, agents, volunteers, employees or any third parties under LESSOR's control shall not access, disclose, or remove any Confidential Information from the Premises, including but not limited to, access of file cabinets, locked storage rooms, and desks. Any entry of the Premises that does not comply with the requirements of this paragraph is unauthorized. LESSOR agrees to include the entry requirements contained in this paragraph in its agreements with all third party providers who may enter the Premises. LESSOR acknowledges that any unlawful access to or disclosure of Confidential Information may result in the imposition of civil and criminal sanctions

30. **FORMER COUNTY OFFICIALS**. If Applicable, LESSOR has set forth on Exhibit "H" of the Lease certain information on former COUNTY administrative officials (as defined below) who are employed by or represent LESSOR. The information provided includes a list of the full names of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of LESSOR. The information should also include the title/description of the official's last position with COUNTY, the date the official terminated COUNTY employment, the official's current employment and/or representative capacity with LESSOR, and the date the official entered LESSOR's employment and/or representation. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

31. **MATERIAL MISREPRESENTATION**. If during the Lease Term, COUNTY determines that LESSOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to COUNTY, COUNTY shall have the right, at its option, to terminate the Lease with immediately effect; in which case, COUNTY shall be entitled to pursue any available remedies under the Lease, at law, or in equity.

32. **NOTICES**.

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

B. Subject to its Right of First Refusal to purchase the Property, if, at any time after the Commencement Date, LESSOR intends to transfer its ownership interest (whether controlling or non-controlling) in the Property to a third party, LESSOR shall notify COUNTY of such transfer at least fifteen (15) COUNTY working days prior to completion of such transfer. In the event of a transfer of controlling interest in the Property, LESSOR and the new owner shall provide COUNTY with evidence of completion of transfer; in which case, the new owner and COUNTY shall document by written amendment said change of ownership. In addition, the new owner shall, within five (5) of acquiring the Property, provide COUNTY with evidence that it has obtained insurance in compliance with Paragraph 17, INDEMNIFICATION and Paragraph 18, INSURANCE REQUIREMENTS AND SPECIFICATIONS. The COUNTY's RESD Director shall have the authority on behalf

of COUNTY to execute a COUNTY standard amendment to this Lease with any new LESSOR solely for the purposes of reflecting any changes in the legal ownership of the Property and to update the LESSOR's notice address in the Basic Lease Provisions. The new LESSOR acknowledges and agrees new LESSOR execution of such COUNTY standard amendment is a pre-requisite for Rents under this Lease to be paid to the new LESSOR.

33. **BROKER'S COMMISSIONS**. LESSOR is solely responsible for the payment of any commissions to any broker who has negotiated or otherwise provided services in connection with the Lease and shall indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of or related to LESSOR's default of this obligation. LESSOR's indemnity obligation under this Lease shall survive the expiration or earlier termination of the Lease.

34. **ATTORNEYS' FEES AND COSTS**. If any legal action is instituted to enforce or declare a Party's rights hereunder, each Party, including the prevailing Party, must bear its own attorneys' fees and costs. This paragraph shall not apply to those attorneys' fees and costs directly arising from any third party legal action against COUNTY, including such attorneys' fees and costs payable under Paragraph 11, HAZARDOUS SUBSTANCES, Paragraph 17, INDEMNIFICATION, Paragraph 28, PUBLIC RECORDS DISCLOSURE; and Paragraph 29, CONFIDENTIALITY.

35. **NO PARTNERSHIP**. Neither Party shall, in any way or for any purpose, become a partner of the other Party in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with the other Party as a result of execution of the Lease.

36. **BINDING EFFECT**. The Lease is binding upon and inures to the benefit of the Parties and their respective successors, assigns, heirs, executors, and administrators.

37. **JOINT AND SEVERAL LIABILITY**. In the event that one or more individuals and/or entities comprise LESSOR, all obligations of each individual and/or entity named as LESSOR under the Lease are joint and several and may not be waived or apportioned except by written consent of COUNTY. COUNTY may recover monies due or remedies available from any one or all individuals and/or entities named as LESSOR under the Lease at COUNTY's sole option.

38. **SURVIVAL**. The obligations of the Parties that, by their nature, continue beyond the term of the Lease, will survive the expiration or earlier termination of the Lease.

39. **QUIET ENJOYMENT**. Provided that COUNTY is not in default beyond any applicable notice and cure periods, COUNTY shall, at all times during the Lease Term, have quiet and peaceful possession and enjoyment of the Premises against any persons claiming by, through or under LESSOR or any third parties.

40. **TIME OF ESSENCE**. Time is of the essence of each provision of the Lease which specifies a time within which performance is to occur. In the absence of any specific time for performance, performance may be made within a reasonable time.

41. **CONSENT**. Unless otherwise expressly provided otherwise in the Lease, whenever consent or approval of either Party is required, that Party shall not unreasonably withhold, condition, or delay such consent or approval.

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

43. **HEADINGS**. The headings of any paragraphs, sub-paragraphs, table of contents, and cover page of the Lease are for convenience and reference only and shall have no effect on its interpretation.

44. **PROVISIONS ARE COVENANTS AND CONDITIONS**. All provisions, whether covenants or conditions, on the part of either Party shall be deemed to be both covenants and conditions.

45. **LAW**. The Lease shall be governed by and construed in accordance with the laws of the State of California.

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

47. **EXHIBITS**. All exhibits referred to in the Lease are attached hereto and incorporated herein by reference.

48. **ENTIRE AGREEMENT**. The Lease contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

49. **AMENDMENTS**. The Lease shall not be amended or modified except by written agreement executed by the Parties.

50. **WAIVERS**. No waiver by either Party of any provisions of the Lease shall be effective unless given in writing by such Party and a waiver given in one instance shall not be deemed to be a waiver of any other provision hereof or of any subsequent default by either party of the same or any other provisions.

51. **SEVERABILITY**. If any word, phrase, clause, sentence, paragraph, section, article, part or portion of the Lease is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of the Lease or any other portion thereof.

52. **COUNTERPARTS**. The Lease 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 Lease. The parties shall be entitled to sign and transmit an electronic signature of this Lease (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 Lease upon request.

53. **FORCE MAJEURE.** Provided that each party is exercising all due diligence, neither LESSOR nor COUNTY shall be held liable for any of its respective delay or failure in performance of any part of this Lease due to any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, strikes, embargoes, epidemics, war, terrorist acts, riots, insurrections, earthquakes, nuclear accidents, power blackouts, brownouts, volcanic action and inability to secure product or services of other persons or transportation facilities for which comparable alternatives are unavailable and each party's obligations shall be extended for the period equivalent to the period of such delay, provided that if either party alleges the occurrence of a force majeure event, said party shall provide written notice to the other party within 30 days after the occurrence of such event, which is subject to verification by the other party and the party claiming force majeure shall provide documentation reasonably requested for such verification. In the event either party fails to timely notify the other in writing of any such force majeure delay, the provisions of this Paragraph 53 shall not apply to such delay and the respective party's obligations shall remain unmodified.

54. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**

LESSOR has disclosed to the COUNTY using Exhibit "J" - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than $250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign

contributions of more than $250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

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

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

55. **AUTHORIZED SIGNATORS**. The Parties to the Lease represent that the signators executing this document are fully authorized to enter into this agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused the Lease to be executed.

COUNTY:
SAN BERNARDINO COUNTY

By: _____
Dawn Rowe, Chair
Board of Supervisors

Date: _____

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By: _____
Deputy

Date: _____

Approved as to Legal Form:

TOM BUNTON, County Counsel
San Bernardino County, California

By: _____
John Tubbs II, Deputy County Counsel

Date: _____

LESSOR:
PEPPER CLINIC LLC

By: _____
Philip Lee

Title: _____

Date: _____

EXHIBIT "A"

PREMISES

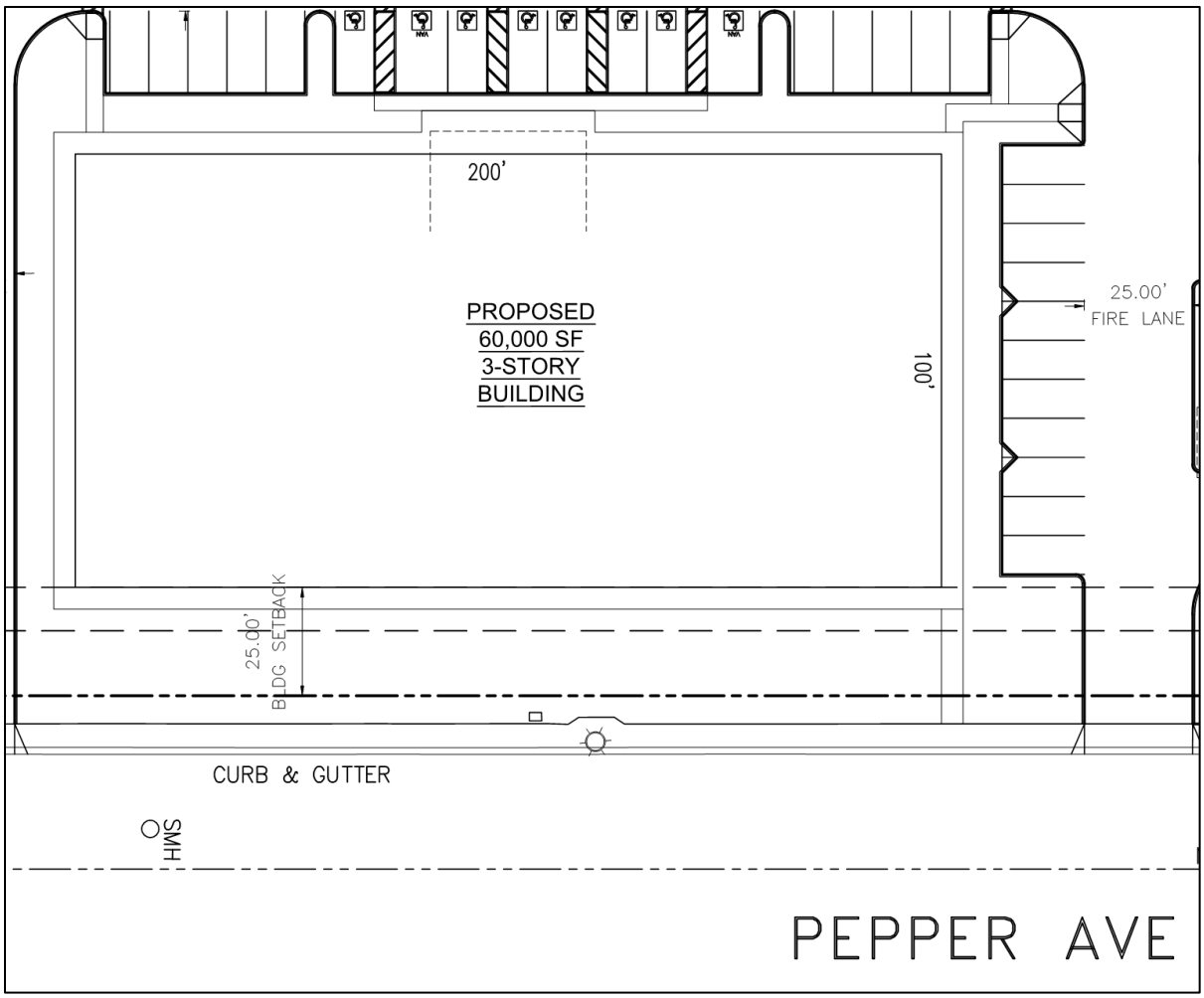


EXHIBIT "A-1"

SITE PLAN

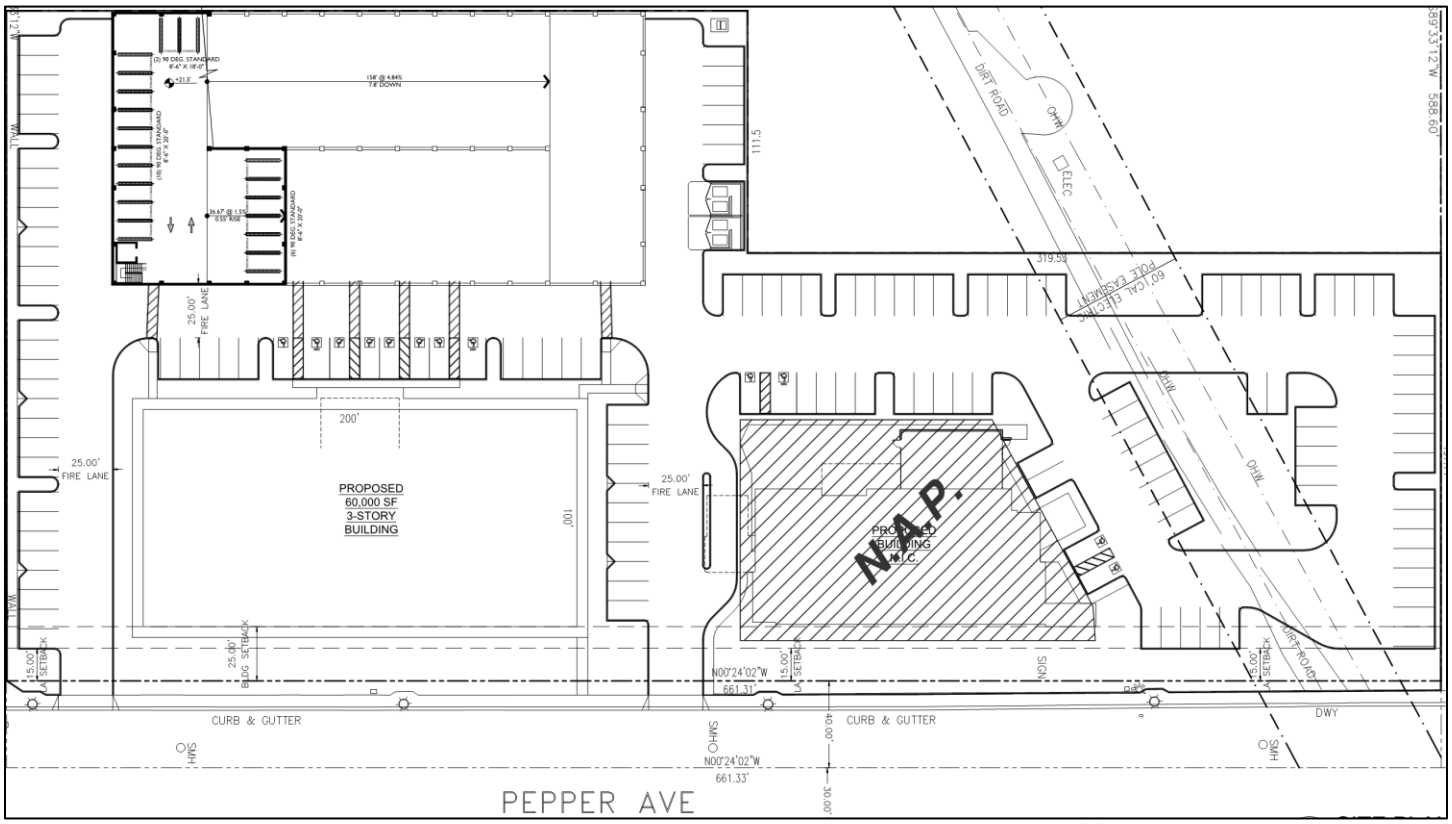


EXHIBIT "B"

IMPROVEMENT WORK LETTER

Concurrently with the execution of this Improvement Work Letter, LESSOR and COUNTY have entered into the Lease for the Premises. All terms not defined herein have the same meaning as set forth in the Lease. To the extent applicable, the provisions of the Lease are incorporated herein by this reference.

1. LESSOR shall, at its sole cost and expense, construct the improvements ("Improvements") at the Premises and, if applicable, at the Building and the Property in accordance with the plans and specifications set forth on Exhibit C and Exhibit C-1, attached hereto and incorporated herein by reference (the "Premises Specifications" and "Improvement Room by Room Specifications), County has the right to modify any premises design standards and specifications at no cost until January 1, 2025, this Improvement Work Letter, and the Lease, including but not limited to Paragraph 10, LEGAL COMPLIANCE, provided that the cost of the Improvements is amortized over the Lease Term and such amortized amount is payable monthly as set forth in the Basic Lease Provisions. Any increase in the cost of the Improvements after the mutual execution of the Lease shall be LESSOR's sole responsibility regardless of cause except if such cost increase is due to a COUNTY Change Order (as later defined).

2. LESSOR shall, at its sole cost and expense, furnish all of the design, material, labor and equipment required to construct the improvements and shall apply for and obtain, all permits, licenses, certificates, and approvals necessary for the construction of the Improvements. LESSOR shall provide all site plans for the Premises, the Building, and the Property, including Building elevations and exterior finishes, space design plans, construction plans, and a complete set of the bid drawings and specifications. The bid drawings shall be provided to COUNTY on reproducible transparent vellum with the architect's/engineer's professional stamp and signature and 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.

3. LESSOR shall not modify the Improvements without obtaining the prior written consent of the COUNTY's RESD representative, as the authorized COUNTY agent for the Improvements. In the event LESSOR makes any modifications to the Improvements without COUNTY's prior written consent, COUNTY shall have no liability for any costs incurred and LESSOR shall be solely responsible for said costs and for any costs incurred to return the affected portion of the Improvements to its original specifications. During construction of the Improvements**,** if COUNTY's authorized COUNTY RESD representative proposes any modifications to or additional work that are not set forth in Exhibit "C", Premises Specifications and "C-1", Improvement Room by Room Specifications, LESSOR shall, prior to commencing any proposed work, promptly provide pricing and schedule impacts to COUNTY for the proposed work. If the parties mutually agree to proceed with the proposed modification or additional work to the Improvements ("COUNTY Change Order Work"), the authorized representatives of the Parties shall execute a change order document ("COUNTY Change Order") setting forth the agreed specifications, costs, and schedule impact, if any, for the COUNTY Change Order Work and LESSOR shall promptly complete said COUNTY Change Order Work. In addition to the cost of the COUNTY Change Order Work, COUNTY shall pay LESSOR an administrative fee calculated at ten percent (10%) of the cost of the COUNTY Change Order Work. Upon LESSOR's Substantial Completion of the COUNTY Change Order Work and acceptance of the Improvements for COUNTY's intended use, subject to latent defects and the representations, warranties, and provisions of the Lease. COUNTY shall pay LESSOR for the COUNTY Change Order Work by separate purchase order (and not by additional amortization into the rent) within ninety (90) days after COUNTY's receipt of an itemized invoice, proof of payment, lien releases, and any other documents requested by COUNTY for the COUNTY Change Order Work, provided that such payment shall in no event be due prior to the Commencement Date. The authorized COUNTY RESD representative may process one or more COUNTY Change Orders in accordance with this Paragraph 3, provided that, notwithstanding anything to the contrary in the Lease or this Improvement Work Letter, the cumulative total of all agreed COUNTY Change Orders shall not exceed $200,000.00. Any proposed COUNTY Change Order(s) that cause the cumulative total of all agreed COUNTY Change Orders to exceed $200,000.00 shall be processed by a mutually agreed amendment to the Lease that is executed by the parties.

4. In the event LESSOR contracts for the construction of the Improvements or any portion thereof, LESSOR shall comply with the 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, including, but not limited to, those requirements set forth on Exhibit "I", attached hereto and incorporated herein by reference. LESSOR shall indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents, and contractors from any and all claims, actions, losses, damages and/or liability arising out of or related to the obligations set forth in this paragraph. LESSOR's indemnity obligations shall survive the expiration or earlier termination of the Lease and such obligations shall not be limited by the existence or availability of insurance.

5. Following the mutual execution of the Lease, LESSOR shall promptly and diligently proceed with the construction of the Improvements and use reasonable speed, diligence and good faith efforts to Substantially Complete the Improvements on or prior to April 6, 2026("Projected Occupancy Date"). The Improvements shall be deemed "Substantially Complete" upon the occurrence of all of the following: (i) LESSOR has substantially completed the Improvements in accordance with the Specifications, subject only to minor punchlist items as mutually agreed by the Parties; (ii) COUNTY's receipt of a certificate of occupancy for the Premises, and if applicable, the Building and the Property, issued by all relevant governmental authorities; and (iii) written acceptance by an authorized agent of COUNTY for the Improvement for COUNTY's intended use, subject to latent defects and the representations, warranties, and provisions of the Lease.

6. All punchlist items shall be completed by LESSOR within thirty (30) days after the Improvements are Substantially Completed. In the event that LESSOR fails to complete said punchlist items within said thirty (30) days and the Commencement Date has occurred, for the period of time from the Commencement Date through the time that the punchlist items are all completed, COUNTY shall only pay eighty percent (80%) of the Monthly Rent and other sums due under the Lease with the remaining twenty percent (20%) of the Monthly Rent and other sums due to accrue but shall not be paid to LESSOR until all such punchlist items have been completed and agreed by COUNTY. If COUNTY withholds Monthly Rent or other sums due under this paragraph, COUNTY shall not be in default of the Lease and no interest or service charges shall be added to the amounts due LESSOR upon completion of the punchlist items.

7. In order to meet the Projected Occupancy Date, the Parties agree on the following schedule for each of the construction milestones.

Milestones	Projected Completion Date	Critical Completion Date
Approved Material and Finish Spec List from County	8/1/2024	9/1/2024
Preparation and submittal of Building and site plans to the City of Colton ("City")	10/1/2024	10/31/24
Approval and permit Issuance of Building and site plans by City agencies	6/2/2025	6/30/2025
Parcel Map approval	6/2/2025	6/30/2025
Improvement plan preparation and submittal to City	11/24/2025	12/23/2025
Permit Issuance for Improvements	3/24/2025	4/30/2025
Site work and Building construction completion	3/23/2026	3/22/2027

Construction of Improvements and Certified for Occupancy by City	5/21/2026	5/21/2027

8. LESSOR shall provide COUNTY with a written progress report every thirty (30) days during the construction of the Improvements. The report shall contain the most current information regarding progress, completions, and delays for each milestone of the construction schedule. LESSOR shall further provide COUNTY with written notice upon LESSOR's completion of each milestone of the above construction schedule. COUNTY and its representatives shall be given reasonable notice of and may attend all project meetings, including all design review meetings and construction meetings. At COUNTY's option, LESSOR shall meet with COUNTY monthly (or more frequently if reasonably required by COUNTY) to provide detailed progress reports.

9. LESSOR acknowledges and agrees that its failure to meet any of the above Projected Completion Date(s) will mean that LESSOR will not be able to deliver the Premises with all Improvements Substantially Completed by the Projected Occupancy Date. LESSOR acknowledges and agrees that late delivery to COUNTY of the Premises with all Improvements Substantially Completed will cause COUNTY to incur costs not contemplated by the Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if LESSOR fails to deliver the Premises by May 21, 2027, with all Improvements Substantially Completed, LESSOR agrees to pay COUNTY liquidated damages in the amount of and one Thousand 00/00 Dollars ($1,000.00) for each day of delay, commencing on the May 22, 2027, until the date Occupancy occurs. The parties agree that this amount for liquidated damages represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late delivery. Acceptance of any amount of liquidated damages shall not constitute a waiver of LESSOR's default or prevent COUNTY from exercising any of the other rights and remedies available to COUNTY at law or in equity.

10. In the event that LESSOR fails to deliver the Premises with all Improvement Substantially completed by May 21, 2028, COUNTY shall have the right to elect to terminate the Lease upon written notice to LESSOR; in which event, neither Party shall have any further obligations to the other, except for those obligations that expressly survive the termination of the Lease. In the event that COUNTY elects to so terminate the Lease, COUNTY's election shall be in writing and shall be given after the subject Projected Completion Date, Critical Completion Date, or Critical Substantial Completion Date has been missed but prior to LESSOR's completion of the subject milestone completion and LESSOR's notification of the same to COUNTY.

11. Notwithstanding Paragraphs 6, 7, and 8 of this Improvement Work Letter, in the event LESSOR, after exercising all due diligence, is unable to meet any of the above mentioned Projected or Critical Completion Dates or the Projected or Critical Occupancy Date(s) due to reasons which LESSOR proves are outside the control of LESSOR, such reasons include but are not limited to acts of God, unreasonable acts of governmental agencies causing unavoidable delays (the normal and reasonable times for review, action and reasonably anticipated delays by governmental agencies are already included in the timing of the Critical Completion Dates), strikes, or labor troubles, material shortages, then the Projected or Critical Completion Dates(s) or the Projected or Critical Occupancy Date(s) shall be extended for a period equivalent to the period of such delay, provided that as soon as LESSOR becomes aware or should in the exercise of due diligence have become aware of any facts or circumstances that may or will cause such a delay, LESSOR shall immediately provide written notice to COUNTY of any such delay or anticipated delay. In the event LESSOR fails to timely notify COUNTY in writing of any such delay or anticipated delay, the provisions of this Paragraph 11 shall not apply to such delay or anticipated delay and the Projected or Critical Completion Dates or the Projected or Critical Occupancy Date(s) shall remain unmodified.

12. Until the Improvements are Substantially Completed and all minor punchlist items have been completed, LESSOR understands and agrees that LESSOR shall not sell the Property, assign the Lease, or transfer a controlling interest in LESSOR person or entity or the Premises to a third party ("Transfer") without COUNTY's prior review and written approval. In the event LESSOR desires to make a Transfer, LESSOR shall submit a written request to COUNTY along with all relevant documents regarding the proposed Transfer to COUNTY for its review and consent. COUNTY's consent shall be deemed denied in the event COUNTY does not respond to LESSOR's Transfer request. In the event COUNTY consents to LESSOR's Transfer request, the Parties shall execute an amendment to the Lease to confirm the Transfer.

13. During construction of the Improvements, LESSOR shall allow COUNTY to: (i) have early access ("Early Access") to the Premises at no cost and at any time prior to the Commencement Date for the purpose of COUNTY or its representatives installing communications equipment, modular furniture, alarms and such other items that COUNTY may reasonably desire and to inspect the status of the construction of the Improvements, provided that nothing herein contained shall be construed as creating an obligation upon COUNTY to make such inspections, and it is LESSOR's obligation to insure that the Improvements are completed in compliance with the plans and specifications COUNTY shall exercise its Early Access rights at a time and in a manner that will not unreasonably interfere with LESSOR's construction of the Improvements and any such Early Access shall not affect the Commencement Date or the Expiration Date; and/or (iii) have early use ("Early Use") of the Premises or any portion thereof at any time prior to the Commencement Date. COUNTY shall exercise its Early Use rights at a time and in a manner that will not unreasonably interfere with LESSOR's construction of the Improvements. If COUNTY exercises its Early Use rights as to the Premises or any portion thereof, the terms of the Lease shall be in effect, provided if COUNTY's Early Use is as to a portion of the Premises, Monthly Rent shall be pro-rated based on the area of COUNTY's Early Use and such Early Use or vacation thereof shall not constitute COUNTY's acceptance of the Premises or the Improvements or any portion thereof as Substantially Complete. Any such Early Use shall not affect the Commencement Date or the Expiration Date. All other terms of the Lease shall, however, be in effect during such period.

14. For a period of one (1) years from Substantial Completion, the Improvements shall be warranted by LESSOR against defects in design, materials and workmanship. Without limiting LESSOR's repair obligations to the extent expressly set forth in the Lease, LESSOR shall, at LESSOR's expense, promptly repair or replace any such defective Improvement evidenced by written notice from County to LESSOR within such two (2) year period

15. During the Lease Term, LESSOR warrants the Improvements against all latent defects and the failure of the Improvements to be completed in accordance with the plans and specifications. The warranties set forth in Paragraph 14 and Paragraph 15 herein cover all design, labor, materials and equipment required to perform any required repairs or other remediation resulting from the breach of any such warranty. Upon and following Substantial Completion, LESSOR shall enforce for the benefit of County all such warranties and guarantees relating to the Improvements and all equipment and building systems comprising a portion of the Improvements. LESSOR's failure to honor any such warranty made by LESSOR shall be a default by LESSOR under the Lease.

IN WITNESS WHEREOF, LESSOR and COUNTY have caused this Improvement Work Letter to be duly executed by their authorized representatives as of the date of the Lease.

COUNTY:
SAN BERNARDINO COUNTY

By: _____
Dawn Rowe, Chair
Board of Supervisors

Date: _____

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

LYNNA MONELL, Clerk of the Board of
Supervisors

By: _____
Deputy

Date: _____

Approved as to Legal Form:

Tom Bunton, County Counsel
San Bernardino County, California

By: _____
John Tubbs II, Deputy County Counsel

Date: _____

LESSOR:
PEPPER CLINIC LLC

By: _____
Philip Lee

Title: Director

Date: _____

:

EXHIBIT "B-1" - FLOOR PLANS

First Floor

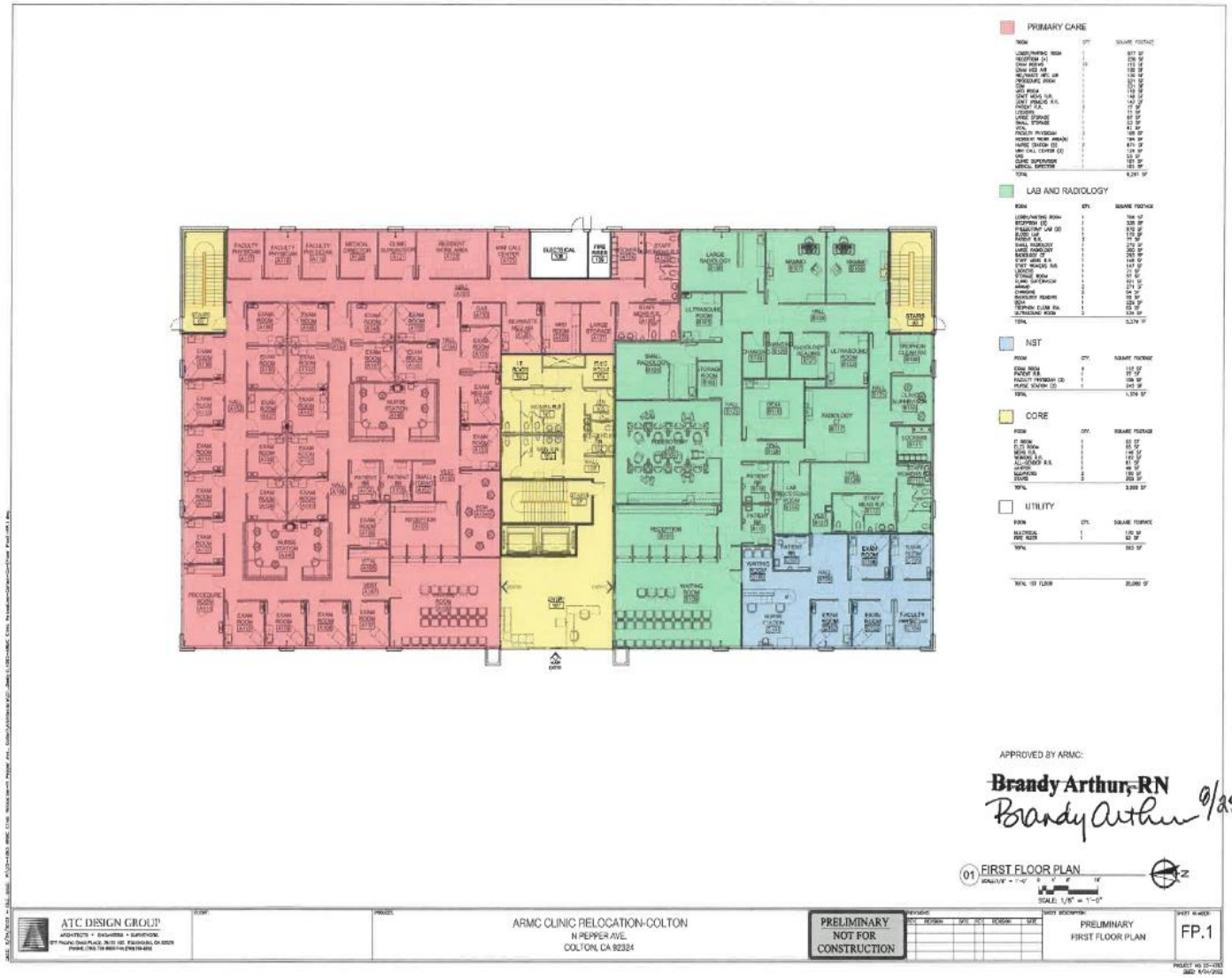


EXHIBIT "B-1" - FLOOR PLANS

Second Floor

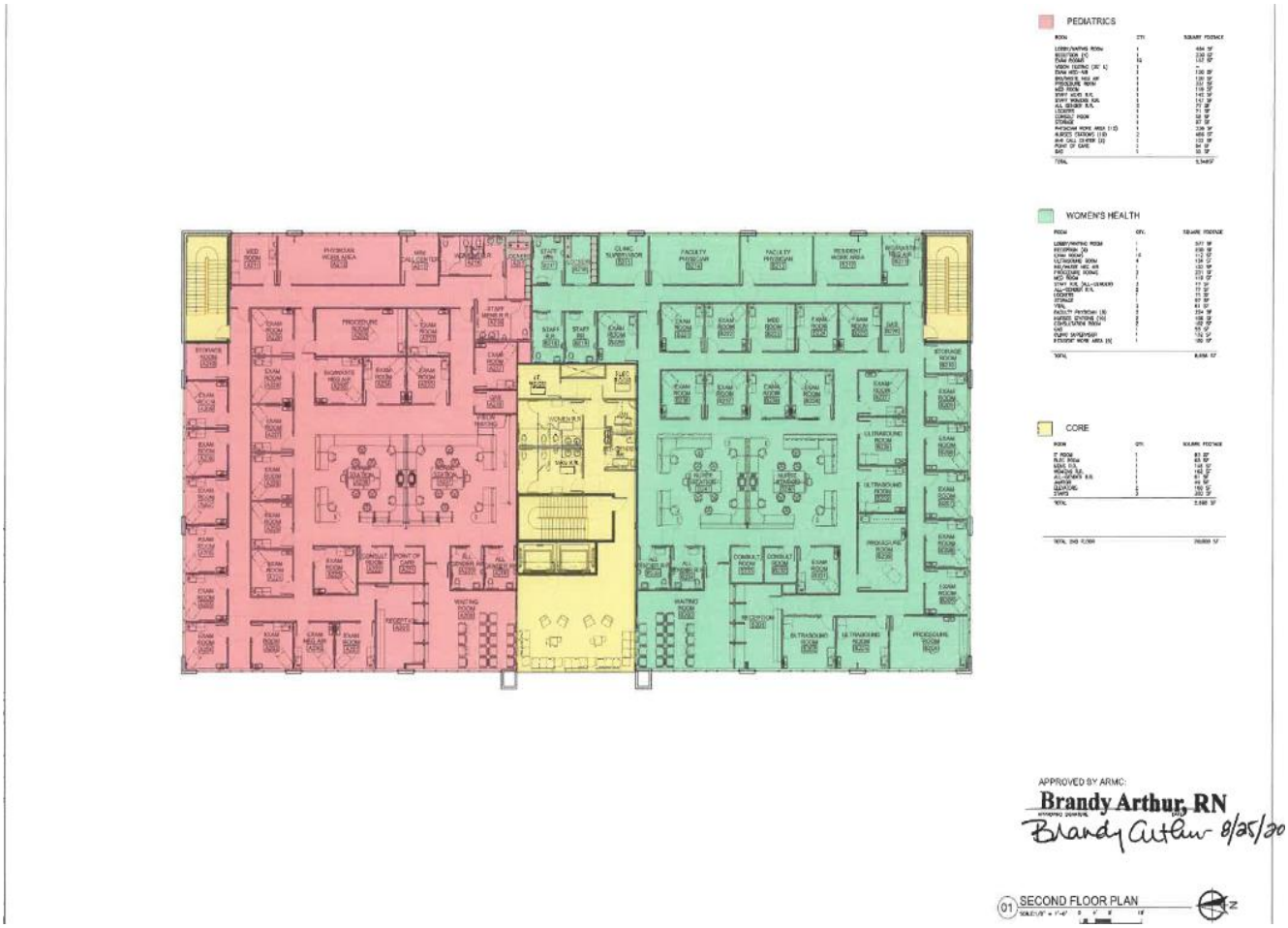


EXHIBIT "B-1" - FLOOR PLANS

Third Floor

EXHIBIT "C" – PREMISES SPECIFICATIONS

SAN BERNARDINO COUNTY
ARROWHEAD REGIONAL MEDICAL CENTER (ARMC)

THE PREMISES SPECIFICATIONS ATTACHED HERETO ARE SUBJECT TO MINOR REVISIONS AS APPROVED BY COUNTY TO MEET THE REQUIREMENTS OF ARMC

GENERAL SPECIFICATIONS:

On all items listed within **Attachment "2"**, Premises Specifications, **COUNTY** is to select and/or approve all colors, textures, types, models, styles, etc., used on the exterior and interior of the leased facility. Where **"COUNTY approved color board" (CACB)** is specified; only those materials and colors on the board may be used; any necessary substitutions must be approved by **COUNTY**. Where a brand name product is indicated, it shall be that brand name identified or a **COUNTY** approved equal. Any existing building conditions that do not meet the specifications of **ATTACHMENT "2"** must be noted and approved as acceptable by the **COUNTY**. **LESSOR** is to coordinate and provide for all health, Americans with Disabilities Act (ADA), building and safety, and fire requirements pursuant to all local, **COUNTY**, state and federal codes. Any required permitted construction drawing set/s is to be provided at **LESSOR'S** expense. In the event any specified item is discontinued on the open market, notify **COUNTY** Real Estate Services Department to seek **COUNTY** approval for an alternate product.

Abbreviations:

AP1	**-**	**Acoustical ceiling panels**
CACB	**-**	**COUNTY approved color board**
CARP	**-**	**Carpet**
CT1	**-**	**Glazed porcelain floor tile (lobby)**
CT2	**-**	**Glazed ceramic wall tile (restroom)**
CT3	**-**	**Glazed ceramic wall tile (accent)**
CT4	**-**	**Glazed porcelain floor tile (restroom)**
P1	**-**	**Low Sheen/Eggshell**
P2	**-**	**Low sheen/Eggshell (accent)**
P3	**-**	**Low sheen/Eggshell (accent)**
P4	**-**	**Semi-gloss**
VT	**-**	**Vinyl floor tile**

1.0 CONSTRUCTION GUIDELINES

1.1 CEILINGS:

a. 2' x 4' suspended acoustic ceiling with *Donn DX* exposed ceiling tile tee systems, white. Fire rated system in areas required by Code.

b. Ceilings are to be nine foot (9'), unless otherwise specified.

c. Three-fourths inch (3/4") thick Armstrong #1811 Fine Fissured High NCR acoustical ceiling panels, (**AP-1**), NRC range 0.70, color - white, when specified in Finish Specifications.

1.2 LIGHTING:

a. 2' x 4' three (3), or four (4) tube fluorescent drop-in fixtures or as allowed by current Energy Codes. Lighting must meet all Uniform Building Codes applicable to commercial office buildings. All rooms to have separate lighting controls (switches or light sensors).

b. Each fluorescent light fixture shall be identified; with black permanent pen or equivalent, as to which circuit and electrical sub panel it receives power. Marking must be done in such a way as to be easily seen when cover is removed, but not seen with cover on.

c. 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**.

d. Night light fluorescent fixtures are to remain on at all times in each lobby, open area, and inside employee entrance door.

e. Energy efficient emergency exit signs must be provided as per local building code. Provide additional emergency lighting for all restrooms and exit passages per local code approval. If fluorescent light 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.

f. 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.

g. Hallway lighting controls should be located convenient to the designated employee entrance.

h. Locations of all light switches are to be approved by **COUNTY**.

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 for a medical facility, unless noted otherwise. **COUNTY** is to approve HVAC control locations.

b. **LESSOR** shall provide the **COUNTY** with a copy of any air and hydraulic balance report from a "third party" firm duly licensed to inspect and certify the performance of the HVAC and hydraulic systems.

c. **LESSOR** shall make any adjustments, repairs or replacement of equipment necessary to achieve an even comfortable temperature and even water flow in all areas of the structure as to maintain the Mechanical Engineering Standards.

d. Air conditioning supply register: Shall be a two-way adjustable type if by a wall and four-way adjustable if in a room or open area. All registers are to be covered with tamper proof shields. Supply and return registers are to be approved by **COUNTY.**

e. All rooms are to have ducted air conditioning supplies and returns. Except the janitor, IDF and telephone rooms.

f. Main heating and air conditioning controls shall be placed in electrical room with remote sensors placed in the return air ducts or otherwise not accessible to employees.

g. Air conditioning requirements for the Telephone/Data Room are included in Attachment "2" (see pages 10 - 19).

1.4 WINDOW COVERINGS:

a. Blinds to be mecho roller shade that will provide solar insulation to reduce glare and heat gain. Valance size to be consistence throughout facility. Product and design to be approved by **COUNTY**. Window tint on windows to prohibit view of inside.

1.5 WALL CONSTRUCTION: COUNTY ACCEPTS AS IS.

a. The interior sides of all exterior concrete or block walls, and all interior concrete or block walls, are to be furred.

b. All interior walls shall be constructed from floor to ceiling, at a minimum, unless otherwise noted and approved by **COUNTY**.

c. All exposed interior walls shall be drywall finished, both sides, unless otherwise noted.

d. All exposed interior walls in high traffic areas shall have corner guards, 48" high, stainless steel.

1.6 WALL COVERINGS: See **RESTROOM FACILITIES** for complete specifications.

1.7 PAINTED WALLS: COUNTY ACCEPTS AS IS.

a. All interior walls shall be orange peel textured with one coat of primer. Apply color topcoats to match the selected color chip provided by manufacturer, with a minimum of two coats of paint, the final coat rolled on for a smooth finish.

b. All paint shall be Dulux, Sinclair, Dunn-Edwards, or Spectratone.

c. Paint colors (**P1**) Low sheen/Eggshell, (**P2**) Low sheen/Eggshell accent, (**P3**) Low sheen/Eggshell accent and (**P4**) Semi-gloss to be approved by **COUNTY**. Placement of accent **P2, P3** and Semi-gloss **P4** within the facility to be approved by **COUNTY**. All other painted walls will be **P1**.

1.8 INSULATION/SOUNDPROOFING: Rooms 118, 130, 132A, 133, 134, 140

a. All wall cavities around hallways, rest rooms, offices, break rooms, meeting/conference rooms, lobby areas and any special areas as specified by **COUNTY** shall be completely filled with insulation to help reduce sound transmission.

b. If walls in these areas do not extend above T-bar, sound tape must be installed between finished ceiling and top wall track.

1.9 FLOORING:

a. Ground floor flooring must be constructed to withstand a minimum force of 125 pounds per square foot; all floors above the first floor must meet local building code.

1.10 FLOOR COVERINGS:

1.11 CARPET: Rooms 118, 130, 132A, 133, 134, 140

a. A combination of high-density modular 36" squares of Milliken Contract Colorweave and/or matching rolls stock of Shaw Movement (**CARP**). Manufacturer, type, color and placement in facility to be approved by **COUNTY**. Carpet base to be installed in all carpeted areas as approved by COUNTY. Installation to be as per manufacturer recommendations.

b. Installation to be as per manufacturer recommendations, using approved adhesives and seam sealers, as applicable.

1.12 TILE:

a. Armstrong Field Resilient Tile. 12" x 12". 4" rubber wall base. Manufacturer, type, color and placement to be approved by **COUNTY**.

b. Welded Seamless Linoleum flooring, color and placement to be approved by **COUNTY**.

1.13 PORCELAIN FLOOR TILE:

a. Glazed floor tile (**CT-1**) and (**CT-4**) with a sanitary base to be of same manufacturer of tile selected. All flooring must meet ADA guidelines. Manufacturer, size, type, color, grout, and placement to be approved by **COUNTY**. (See: **RESTROOM FACILITIES** for additional tile requirements).

1.14 SIGNS:

INTERIOR:

a. Contractor to provide all ADA, emergency and directional interior signage.

b. **COUNTY** will provide all other interior signage, Contractor to install all other interior signage.

EXTERIOR:

a. Contractor will provide exterior premise signage, as consistent with that which exists if applicable and as approved by **COUNTY**.

b. Raised, non-illuminated letters, monument type on stand-alone buildings, per City regulation and **COUNTY** approval.

c. Signage to have address, **COUNTY** or **ARMC** logo.

d. LESSOR to provide entry door lettering: **ARMC** logo with a by-line of Medical Offices, and hours of operation, as allowed by jurisdiction and **COUNTY** approved.

1.15 <u>CABINETRY</u>:

a. Unless otherwise noted, all exterior surfaces are to be of Corian-type of finish. All countertops to be of solid surface and/or Corian-type with finished edges. If using Corian-type materials the seams shall be placed and installed away from all water sources. Material and colors to be approved by **COUNTY** prior to manufacturing.

b. Unless otherwise noted, adjustable shelves in all cabinets, ¾" stock.

c. Where water is present, countertop edges are to be elevated bull-nosed or V-cap, with flat end trim. Counters in open areas must have rounded corners.

d. Heavy-duty hinges on all lower cabinets.

e. ADA hardware on all cabinetry.

f. 4" toe kick on all lower cabinets.

g. **Lockable cabinets with keys.**

h. Millwork shop drawings, material and colors to be approved by **COUNTY** prior to manufacturing.

1.16 <u>EMPLOYEE BREAKROOM</u>:

a. Locking over-counter storage cabinets with microwave enclosures, under-counter storage cabinets and drawers with counter top. Design and materials to be **COUNTY** approved.

b. Counter top to be 34" finished height. Design and materials to be **COUNTY** approved.

c. Soap and paper towel dispensers convenient to sink and microwaves, design to be approved by **COUNTY**. Dispensers set at location and height to accommodate ADA requirements.

d. Stainless steel double bowl sink, 36" wide, minimum of 7 1/2" deep

e. ADA approved faucet set, deck mount, gooseneck spigot, stainless steel or chrome finish, washerless. Delta or **COUNTY** approved equal.

f. Garbage disposal, minimum 1/2 h.p, In-Sink Erator

g. Provide 22 C.F. refrigerators, white, with icemaker.

h. Provide 1 1/2 C.F. microwave ovens, white in color.

i. Plumbing connection for icemaker shall be recessed into wall, one per refrigerator.

j. All water line connections from recessed valve to refrigerators must be made by LESSOR and deemed operational.

k. All break rooms shall be designed to minimize the migration of food/cooking smells into the general work areas.

l. Time clock in breakroom.

m. 3 rows x 5 each employee lockers.

1.17 <u>CLIENT AND CONFERENCE BREAK ROOM</u>:

Refer to room-by-room specifications for requirements.

1.18 <u>DOORS AND DOOR HARDWARE</u>:

a. Door schedules to be approved by **COUNTY**.

b. Haley Luan solid core doors for all interior door use, color and finish to be.

c. All suite entry doors to be automatic sliding doors.

d. All swinging doors swing in and out appropriately to ensure appropriate egress. approved by **COUNTY**.

e. Schlage Heavy-Duty, unless otherwise specified.

f. Von Duprin 99L-RH (LH for left side handle) panic bars, 36" device, 2060 finish, electronic opening controls will be required on all doors utilizing the **COUNTY** installed card access system unless otherwise specified.

g. Any door utilizing **COUNTY** installed card access to have one phone/date box flush mounted at 42" from floor.

h. Door closures on all lobby, rest room, entry/exit and any door that requires the **COUNTY** card access system. Key card access must be Kantech compatible.

i. Push plates and pull handles instead of doorknobs or lever handles on rest room entrance doors, except for privacy restrooms, as allowed by code.

j. All lockable doors must be pinned using a Grand Master hierarchy. **COUNTY** to approve all sub masters and change keys.

k. All hardware must meet local and ADA requirements.

1.19 <u>RESTROOM ROOM FACILITIES:</u>

a. All elements of rest room facilities must meet ADA requirements. All tile, grout, surface materials, and colors to be **COUNTY** approved.

b. Installation of all components, fixtures and signage must be compliant to all applicable health, safety, and ADA codes.

c. Floors: Glazed porcelain tile, 2" x 2", *American Olean* or *Daltile* (**CT-4**). The sanitary base tile and trim to be of same tile selected.

d. Walls: Glazed ceramic interior wall tile, 4 1/4" x 4 1/4", *American Olean* or *Daltile,* (**CT-2**), tiled floor to ceiling with an accent tile (**CT-3**) or feature strip. A sanitary base to be of same manufacturer of tile selected. Use small grout width on all walls.

e. *Custom Building Products-Polyblend*, or *Hydromet Standard/Designer Series* grout. Tile and grout colors to be selected by **COUNTY**.

f. Design: Recessed canned lighting over sink cabinet, minimum of one (1) light per sink.

g. Rimless under-counter sink with countertop to be 34" finished height. Mirrors to be installed above counters centered on sinks. Size and locations to be approved by **COUNTY**.

h. Sink faucets to be Sloan, Optima Systems sensor operated electronic hand washing faucet #EAF-200-ISM with transformer, and grid strainer drain assembly #ETF-460-A.

i. Hot water, 110 degrees, with (optional) recirculating timer.

j. Non-ADA toilets to be Kohler Wellcomme K4350, white, with Olsonite No. 95 ComfortCurve plastic seat, white, Royal Model Flushometer #111 ES-S 1.6 gallon valves with hands free flushing plumbing feature.

k. ADA toilets to be Kohler Highcliff K4368 with Olsonite No. 95 ComfortCurve plastic seat, white, and Royal Model Flushometer # 111 ES-S 1.6 gallon valves with hands free flushing plumbing feature.

l. Urinals, white, Kohler Dexter K-5016-ET, with hands free flushing plumbing feature.

m. Stall and urinal partitions are to be Stainless Steel, **COUNTY** to approve selections. Stalls are to be Overhead Braced in addition to both walls and floor installed per manufacturers specifications using manufacturers 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."

n. Floor drains are to be located central to the stalls, out of the path of travel, under a partition. All floor drain P-Traps shall have a means of filling from a water primer device.

o. Fixtures: minimum of one (1) hands free motion-activated single-towel dispenser per sink, one (1) hands free motion-activated soap dispenser per sink. Adequate number of trash bins, size, color and location to be determined by **COUNTY**. In each woman's restroom stall; sanitary napkin dispenser and disposal container. In each stall: one (1) seat cover dispenser and multiple toilet paper roll dispenser, one (1) coat hook. Fixtures must be sized to hold adequate supplies, and be approved by **COUNTY**.

p. One (1) air freshener pre restroom, to be approved by **COUNTY**. Refills to

be provided by **LESSOR**.

q. Exhaust fans are required in each restroom and should provide one (1) exchange every 10 minutes.

r. Provide and install, per all manufacturers guidelines, diaper changing tables in each restroom and public restroom ADA stall: Diaper Deck manufactured by American Infant Care Products, Koala, Rubbermaid Commercial line, or COUNTY approved equal.

1.20 DRINKING FOUNTAIN:

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

1.21 STORAGE:

a. Shelf units, forms racks, and mail racks to be 3/4" thick thermalfused melamine on all exposed surfaces and firmly secured to the wall. All shelves and dividers are to be glued and either nailed or screwed to the sides, top, bottom, and back of the shelf unit, forms rack, or mail rack. The backs of all shelf units, forms racks, and mail racks are to be 1/4" thick finish grade plywood, painted with high gloss paint to match the melamine. Typical designs are included in Attachment "2" (see page 20). **COUNTY** to approve final designs.

1.22 ELECTRICAL CONNECTIONS:

a. **LESSOR** is responsible for all electrical connections from portable partitions to power source on site.

b. Large open work area to have electrical "J" boxes above ceiling for modular furniture power pole connection. The COUNTY requires a minimum of a 3:1 ratio, three (3) cubicles per one (1) electrical circuit. **COUNTY** will provide final furniture plan with total "J" boxes and circuits needed.

c. **COUNTY** to approve all data/phone and duplex locations.

1.23 TELEPHONE AND DATA ROOMS AND EQUIPMENT:

Specifications are included in Attachment "2" (see pages 10 -19), and as shown on plans. **LESSOR** is responsible for the following:

a. All telephone/data jack locations shall have 3/4-inch conduit, with pull strings, stubbed out above the ceiling. If the ceiling is not accessible for pulling cable, the conduit must home run to the nearest IDF location.

b. Blank covers must be installed over all unused telephone/data outlets.

c. Telephone and data equipment, lines, and jacks to be installed by **COUNTY**.

1.24 EXTERIOR REFUSE: COUNTY ACCEPTS AS IS.

a. At a minimum, one (1) block constructed enclosure with swinging metal gates. Enclosure should hold a minimum of four (4) dumpsters with one (1) dumpster designated for recycling. Design and location of enclosure to be approved by **COUNTY** and must meet all City, **COUNTY**, State and Federal code requirements.

b. At a minimum, four (4) deluxe boulder trash receptacles (concrete) with plastic liner and attached lids. Location and style to be approved by **COUNTY**.

c. At a minimum, four (4) pebble ash urns (concrete) filled with silica sand. Location and style to be approved by **COUNTY**.

1.25 FIRE ALARM:

a. Fire alarm system to be installed at **LESSOR** expense with strobe lights and audible alarm in all rest rooms, general usage areas, hallways, lobbies, and any other area for common use as required to meet ADA requirements.

b. Fire alarm system must meet all City, **COUNTY**, State and Federal fire code requirements.

1.26 PLAN COPIES:

LESSOR will supply to **COUNTY**:

a. Two (2) clean, complete and reproducible hardcopy sets of building construction plans.

b. One (1) electronic CAD copy of the same plans in .dwg format, one (1) As-

Built set of permitted drawings and one (1) set of red line drawings with building changes noted in red pen, over an approved set of plans; attach Change Orders and Addendum's that reflect the Tenant Improvements Only.

c. The As-built plan set must be delivered to the **COUNTY** within 60 days of issuance of Certificate of Occupancy.

2.0 INFORMATION TECHNOLOGY (IT) TELEPHONE SWITCH / DATA / MICROWAVE ROOM

2.1 DIMENSIONS:

The main Telephone/Data/Microwave/Communication room size shall be a minimum of 12 feet by 14 feet in dimension. The room should be centrally located on a given floor within the proposed building. Do not use other equivalent area with in the building to substitute for this specified location. This room is to be used for Telecommunications/data equipment only. No fire alarm equipment or other services shall be placed in this room except for security alarm systems an illuminated exit sign, and emergency battery back up light device shall be installed above the room entrance door. Please note that all portions of the room, including power, air-conditioning, grounding, and lighting shall be completed prior to the requested "in service" date.

2.2 POWER AND ELECTRICAL OUTLETS:

a. The main Telephone/Data/Communication room 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 a Isolated Green Ground buss bar inside. The normal size sub-panel in the room for the majority of the locations will be specified at 100 Amp capabilities unless otherwise identified. The grounding screw in the sub panel neutral buss will not be tightened to make contact with the sub-panel frame unless otherwise required by code.

b. EMT conduits attached to the sub-panel frame and run to receptacle box/s attached to the overhead cable tray would otherwise transport voltage irregularities such as voltage spikes and noise onto the frames of the installed equipment racks that have to be earthquake braced to the overhead cable trays. Grounding the cable trays through the EMT conduit attachments would defeat the purpose of the isolated green ground and void equipment warranties. (See **COUNTY** electrical receptacle drawing)

c. This room shall have a second, separate/independent (Home Run) 4/0 or less size cable, depending on the distance between the Edison meter ground and the Telephone/Data/Microwave Radio Room. This Green Ground cable, if not a green sheath will be banded green at both ends. This cable will be properly terminated on the Edison Meter Ground Rod and on the Communication Room cable tray in the room. This green ground cable shall be in contiguous conduct from beginning to destination. (See **COUNTY** electrical receptacle drawing).

d. The **COUNTY** will install a Green Ground copper buss bar on a wall in this room, and will further connect a #6 stranded green sheath cable between the buss bar and the green ground bus bar in the sub-panel. OR if the county wall mounted buss bar is not in place at the time, connect the green ground cable in the sub panel and leave approximately 15 to 20 feet coiled above the drop ceiling of the room, ready to be extended to where ever the wall green ground buss bar is to be eventually installed by the **COUNTY**. Do not connect the green ground buss bar to the overhead cable tray in the room.

2.3 ADDITIONAL ITEMS (NOTES):

a. Long distances will require this second Green Ground cable to be of larger size and home run. Keep in mind that this cable is a non-current carrying conductor; the larger diameter is used only to reduce the resistance per foot over the pull. In no case, will the second green ground cable be less in size than either the electrical panel green ground, neutral or hot conductors in the room sub-panel (See **COUNTY** electrical receptacle drawing).

b. The room shall have Type "A" isolated green ground, Orange color duplex, 20 Amp dedicated wall receptacles. There will be 4s wall boxes, surface mounted, one foot off the floor level with two duplex receptacles per wall box. In addition, One each simplex, Orange color Hubbell twist lock NEMA IG- L5-30R receptacle, rated at 30 Amps will be dedicated and installed in a single gang box at the bottom rear rail of an electrical equipment rack, or other suitable location adjacent to where a planned Data ATM switch would be installed. The location of this 30 Amp Dedicated receptacle will be dictated by the proposed equipment layout as identified on the room floor plan. (Install Only If a data switch is planned for installation in the room). (See county electrical receptacle standard wiring drawing)

c. One each, additional Hubbell twist lock, NEMA IG L14-30R simplex orange

color receptacle will be installed in a 4S box, mounted on the rear rail of the room overhead cable tray, above the designated location where the communication room battery charger is to be located and installed. (See **COUNTY** electrical receptacle standard drawing).

d. Communication rooms requiring use of MFA 150-48 or MFA 600-48 to support Telephone Switching centers, shall have two (2) circuits, if MFC-150, or up to six circuits, if MFA 600. Each circuit will be 208-volt AC circuits, hard-wired between the power supply location and the communication room sub-panel. Each of these circuits will be connected to a dedicated two pole 20-Amp circuit breaker. All conduits between the frame of either of the above power supplies and the communication room sub-panel are required to be gray color, water tight insulated flex. Conduit size is to be determined through coordination with the county technician involved with the specific installation. All circuits must carry two hot, and a green ground.

e. If Intermediate Distribution Frame (IDF) rooms are required, each shall have a minimum of Five each 5-20R type "A" isolated green ground, 20 Amp Orange color, 120 VAC receptacles with dedicated circuit breakers using isolated green ground sub-panel, located and near the room/s. Where IDF closets/rooms are located above the main Telephone/Data rooms, run these IDF AC circuits out of the Main Telephone / Data Room.

f. **COUNTY** needs for future electrical capacity may be required to be installed. The planning for these may require some deviation from these specifications. Please refer to **COUNTY** approved construction documents for final layout. See 4.0, **APPROVAL**

2.4 BACKBOARDS:

The main Telephone/Data room walls shall be covered with 3/4 inch, White Melamine composite sheets. These sheets shall be 4' wide by 8' feet, mounted vertically beginning at floor level. The top of the door way shall be covered to the ceiling. Each IDF location shall have a minimum of two each 3/4 inch, White melamine composite sheets installed in a similar manner. Each Microwave radio room, if separate, shall have at least one wall covered with this material if separated from the Main and IDF rooms.

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" programming.

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

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

2.7 FLOOR COVERING:

The floor shall be covered with dust sealed vinyl tile. The room dust density should be zone 4 (0.00014g/m to the third order) or better.

2.8 DOOR:

The Telephone/Data/Microwave Radio room door shall be no less than 36 Inches wide with standard height. This door shall be keyed separately from the doors in the rest of the building.

2.9 LIGHTING:

The room shall have ceiling lights strategically placed to provide for adequate and best working conditions. Coordinate positions with electronic rack line up in the room.

2.10 WEATHER SEAL:

All exterior doors shall be weather sealed.

2.11 CONDUIT REQUIREMENTS:

Conduit requirements will vary with each installation and type of room involved. Depending on the type of building construction, conduits will be of adequate size and will be based on the length and configuration of the pull involved. Contiguous runs are required from a room having hard ceilings and extending to a point where the area becomes open above where drop ceilings begin. Contiguous runs of conduit are required for ALL installations within a jail area, or other retention areas. In jail instances, no conduits will be run on the surface of walls Pull ropes are required to be placed in all contiguous conduit runs. In non-security areas, where there is no threat of disruption or where data, control, and telephone drop pairs are free from interference, conduits of adequate size and number may be stubbed off 6 inches above the drop ceiling of the communication room. All conduit runs will use sweeps ten times the diameter of the conduit, where out of line directions are required.

2.12 ENTRANCE CONDUITS:

To accommodate for future expansion, there shall be at least three (3) each 4-inch diameter schedule 40 conduits placed underground and stubbed off 3-inches above the Telephone/Data/Microwave Communication Room floor level and to provide adequate cabling from the telephone company serving the building. Pull ropes will be placed in these entrance conduits. Bends within 10-feet of the building shall be 48-inch / 45 degrees, and mid point bends shall be a minimum of 72-inches. See attached drawing for conduit placement location in the Telephone room. Contact the local telephone operating company for their connection requirements at the street.

2.13 MDF TO IDF CONDUITS:

ALL IDF rooms shall be connected to the to the Telephone room/data/communication room using a minimum of two (2) each, 4-inch diameter, Schedule 40 gray PVC conduit, In the event that both phone and data are required, there shall be a minimum quantity of Two (2) each. If only phone or only data is required, there shall be only one (1) of these 4-inch conduits required. Do not intermingle fiber and copper in the same conduit. One is used for Fiber optic cabling, one is used for copper cable pulls. If overhead cable tray is installed, between the phone room and an IDF on the same floor, no conduits are required.

2.14 JACK CONDUITS:

All Telephone/Data wall jack locations installed within room walls shall have ¾-inch EMT conduit connected to a 2s/4s wall box one foot above the floor level and stubbed off 6 inches above a drop ceiling. Each conduit will have a pull rope installed. Where modular furniture is to be installed in an office, coordination for conduit placement is required.

2.15 INTER FLOOR CONDUITS:

a. In buildings where IDF rooms are stacked one above the other, there shall be a minimum of two (2) each 4-inch diameter schedule 40 PVC gray conduits through the ceiling of the room below and the room above. These conduits will extend into the rooms at least three inches below drop ceilings and above floor level.

b. In buildings where IDF rooms are not planned to be one above the other these two 4-inch conduits shall be contiguous runs with pull ropes. In this event Minimum bend radius will be 48 inches / 45 degrees**.**

2.16 CONDUIT SLEEVES:

The Telephone/Data room shall have a minimum of Four (4) each EMT conduit sleeves Extending above the drop ceiling for cable access. Each sleeve shall extend 5” on either side of the ceiling.

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

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

3.0 IDF ROOMS:

3.1 SIZE:
Each floor above the ground floor, minimum size of 10 feet D x 10 feet W. Whenever possible, the room(s) shall be stacked directly above one another and directly above the ground floor communication room.

3.2 POWER:
Provide three (3) 4" EMT conduits that will run between the main communication room/data room and the individual IDF room(s) on each floor to separate the phone, data and fiber cabling. Do not use equivalent area to substitute for the room 10 D x 10 W dimensions. The rooms are to be used for telecommunications/data equipment only. No building alarm equipment or other services shall be placed in these rooms unless **COUNTY** approved. Provide two (2) each 4S quad boxes with two (2) each orange color duplex isolated ground, 20 amp receptacles on opposite walls in each IDF. Connect both 4S box (with 2 duplex outlets) to a dedicated 20 Amp circuit breaker to be installed in the nearest electrical sub-panel on each respective floor. Where IDF closets are located above the main communication room, run these circuits out of the main communication room sub-panel. Identify the circuit breakers and receptacles for their use (See attached floor plan).

3.3 IDF Conduits:
The room(s) shall have two (2) EACH 4 inch EMT conduit sleeves in the ceiling for local fiber/data/communication cable access. Each sleeve shall extend 6 inches on either side of the ceiling.

3.4 IDF Backboard:
The room walls shall be covered with ¾ inch x 4 ft. x 8 ft. melamine composite sheets mounted vertically starting at floor level.

3.5 IDF Fire Sprinkler:
If a fire sprinkler is required in the room, the sprinkler shall be of high temperature standard response (360 Degree) Head with heavy-duty safety cage.

3.6 IDF Floor Covering:
The floor shall be covered with dust sealed vinyl tile. The room dust density should be zone 4 (0.00014g/m to the third power) or better. The floor must be capable of supporting minimum bearing loads of 100 pounds / Ft. squared.

3.7 IDF Door:
The IDF door shall be a minimum of 36 inches wide and keyed separately from the rest of the building.

3.8 IDF Lighting:
The IDF room shall have adequate lighting positioned for good visibility, reflecting on each of the room walls, so as not to create human shadows when working on punch blocks.

3.9 Earthquake Bracing, All Communication Rooms:
Most, if not all of **County of San Bernardino** are considered Zone 4 for this purpose. Where walls, ceilings and or overhead cable tray are not positions directly adjacent to electrical equipment racks, this required support would be provided using Southwest Data Products part number "SWE2562 that includes, nuts and bolts and

swivel brackets. NOT INCLUDED but REQUIRED, is the 5/8-11 all thread rods. Specify this diameter and length of “all thread” rod. Additionally, a “B”-Line / Saunders Bros. Part number SB 1157 (For 5/8-11 rod) red color insulator is to be inserted in the 5/8-11 “All thread” rod. The purpose of the insulator is to isolate the rack form the support point that could produce ground loops.

In the event that the overhead cable tray is immediately adjacent and above the electrical equipment racks, and where the above identified SWE brace can not be used for earthquake bracing, a “B” Line / Saunders Bros. Part number insulated brace kit, Part number SB2501 that includes an insulator is to be used for this purpose so as to prevent ground loops but provide the required earthquake support.

3.10 Approval:

The **San Bernardino County**, Information Services Department, 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 909-387-3393.

EXHIBIT "C-1"
IMPROVEMENT ROOM BY ROOM SPECIFICATIONS

San Bernardino County Arrowhead Regional Medical Center (ARMC)

North Pepper Avenue in Colton
Portions of APN's 025407110

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
1ST FLOOR IM PRIMARY CARE (FINAL 09.27.22)

Room Description	Floor	Walls	Comments (Scope Details)
Lobby	Vinyl	Paint	• 1 duplex receptacle @ 72" from floor for TV • 4 duplex receptacles throughout lobby seating area • 1 data @ 72" for TV • Bracing in the wall support up to a 70" plasma television (2 total) • Recessed Data/power for time clock
Reception	Vinyl	Paint	• 4 partition windows with pass-thru • 8 duplex (2 dedicated for copiers) • 4 drops • 4 analog phone outlets • 6 data • Panic button at each reception window • Entry from any hallway to be by push button
Exam Rooms (26)	Vinyl	Paint	• 4' counter-top work space • Counter top to be 34" finished height • Approximately 4'-6' of locking over-counter storage cabinets and 4'-6' of counter top and under-counter storage cabinets and drawers, with 1 sink. County / ARMC to approve millwork prior to fabrication • 1 Door (no lock) • Duplex on 3 (three) walls • Data on two walls, one data on wall by door • 1 analog phone on Wall closest to exam table • Track for privacy curtain track around doors • Patient Panic Button
Negative Air Flow Exam Rooms (1)	Vinyl	Paint	• 4' – 34" high counter-top work space • Hard lid above T-bar ceiling • Approximately 4'-6' of locking over-counter storage cabinets and 4'-6'of counter top and under-counter storage cabinets and drawers, with 1 sink. • Neg Air Monitoring • 1 Door (no lock) • Duplex on 3 (three) walls • Data on two walls, one data on wall by door • 1 analog phone outlet on Wall closest to exam table • Track for privacy curtain around door

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
1ST FLOOR IM PRIMARY CARE (FINAL 09.27.22)

Room Description	Floor	Walls	Comments (Scope Details)
			• Patient Panic Button
Negative Air Flow Biohazard Processing (1) Medical Waste	Vinyl	Paint	• 4' – 34" high counter-top work space • Approximately 4'-6' of locking over-counter storage cabinets. • 4'-6' of rolling stainless steel counter with lower shelf • 1 double-stainless steel sink w/ separate faucets and an 18" stainless drainboard at each end • 1 Sink for hand hygiene. • 1 Door (keycard access + keyed lock) • Duplex on 3 (three) walls • Data on two walls, one data on wall by door • Hard-lid above T-Bar ceiling • 1 eye wash station • Neg Air Monitoring
Procedure Rooms (1)	Vinyl	Paint	• 4' – 34" high counter-top work space • Approximately 4'-6' of locking over-counter storage cabinets and 6'of counter top and under-counter storage cabinets and drawers with 1 Sink. • 1 Door (no lock) • Duplex on 2 (two) walls + 1 in floor • Data on two walls, one data on wall by door • 1 analog phone outlet on Wall closest to exam table • Staff Panic Button • Surgical ceiling light power and bracing • Hard-lid above T-Bar ceiling • Track for privacy curtain around door
Medication Room *(1)*	Vinyl	Paint	• 12' – 34 " high counter-top work space • Approximately 12' of locking over-counter storage cabinets and 12' of counter top and under-counter storage cabinets and drawers, with 1 sink. • Data drop / Duplex for Pyxis • Door with Keycard access + keyed lock with Safety vision frosted glass window • Floor space for 1 Refrigerator-with dedicated circuit • Floor space for 1 Freezer with dedicated circuit

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
1ST FLOOR IM PRIMARY CARE (FINAL 09.27.22)

Room Description	Floor	Walls	Comments (Scope Details)
			• HVAC to handle heat load – Temperature range from 68 degrees to 74 degrees
Staff Men's Rest Room (1)	Tile	Tile / Paint	• 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details • 3 Fixtures
Staff Women's Rest Room (1)	Tile	Tile / Paint	• 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details • 12"x12" Floor Tile • 3 Fixtures
Patient Rest Rooms (2) Unisex	Tile	Tile / Paint	• 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details • Nurse call pull strings • 12"x12" Floor Tile • 1 fixture
Staff Co-ed Lockers Next to Staff Restrooms	Carpet	Paint	• 1 Quad Outlet
Storage (2) (for office supplies)	Vinyl	Paint	• 1 duplex • Door with push button lock with safety frosted glass vision window
VITALING (1)	Vinyl	Paint	• 3 duplex • 1 data/phone in each room • Tracks for Privacy curtains
Faculty Physician (3) (2 Workstations each)	Carpet	Paint	• 4 duplex/w USB ports, 1 each wall • 4 data/phone • Door with passage lock
Resident Work Area (1) (6 workstations)	Carpet	Paint	• 6 duplex/ w. USB ports • Door with passage lock with safety vision frosted glass window • 6 Data / Phone drops • Furniture by County
Nurses Stations (2)	Vinyl	Paint	• 8 duplex (above counter) • 1 dedicated duplex circuit for printer

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
1ST FLOOR IM PRIMARY CARE (FINAL 09.27.22)

Room Description	Floor	Walls	Comments (Scope Details)
			• 1 above counter GFI duplex receptacle at sink • Work station counter top and under-counter storage cabinets and drawers. • 1 sink with hand sensor faucet control • 9 data (8 for workstations and 1 for printer) • 2 analog phone per Nurses Station • 1 locking cabinet for charge nurse
Mini Call Center (3Workstations)	Carpet	Paint	• 4 duplex receptacles (1 on each wall) • 3 data/phone • Door with passage lock
ECM (7 workstations)	Carpet	Paint	• 7 duplex receptacles • 7 data/phone • Door with passage lock
Gas (1)	Vinyl	Paint	• Oxygen storage • Door with push button lock
Clinic Supervisor	Carpet	Paint	• 2 duplex 1 Quad • 2 data/phone • Door with passage lock
Medical Director	Carpet	Paint	• 2 duplex 1 Quad • 2 data/phone • Door with passage lock
Panic/Call System			• Installed in all patient areas
PA Broadcast System			• Thru out facility
Security Committee (Interior Building)			• Locksets with removable cores • Glass break window film on all Exterior windows • Door hardware annual inspection • Security Hinges on exterior doors
Hallways	Vinyl	Paint	• Duplex receptacles per code • Lighting per code • Fire extinguishers per code • Keycard between patient and staff areas

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
1ST FLOOR IM PRIMARY CARE (FINAL 09.27.22)

Room Description	Floor	Walls	Comments (Scope Details)

Approving Body and Signature

Entity: ARMC

By: **Brandy Arthur, RN**
Print Name

Brandy Arthur
Signature

Date: 9/27/2022

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
1st or 2nd FLOOR NST (FINAL 10.27.22)

Room Description	Floor	Walls	Comments
NST Rooms (4)	Vinyl	Paint	• 4' – 34" high counter-top work space • Approximately 4'-6' of locking over-counter storage cabinets and 4'-6' of counter top and under-counter storage cabinets and drawers, with 1 sink. • 1 Door (no lock) • Duplex on 3 (three) walls • Data on two walls, one data on wall by door • 1 analog phone on Wall closest to exam table • Track for privacy curtain track around doors • Patient Panic Button
Patient Rest Rooms (1)	Tile	Tile / Paint	• 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details • Nurse call pull strings • 1 fixture
Storage for supplies	Vinyl	Paint	• 1 Duplex receptacle • Door with push button lock with safety frosted glass vision window
Shared Work Space	Carpet	Paint	• Shared work space for 2 physicians
Nurses Station	Vinyl	Paint	• 2 duplex (above counter) • 1 dedicated duplex circuit for printer • 1 dedicated circuit for time clock • Work station counter top and under-counter storage cabinets and drawers. • 3 data (2 for workstations and 1 for printer) • 2 analog phone per Nurses Station
Panic/Call System			• Installed in all patient areas
PA Broadcast System			Thru out facility

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
1st or 2nd FLOOR NST (FINAL 10.27.22)

Room Description	Floor	Walls	Comments

Approving Body and Signature

Entity: ARMC

By: Brandy Arthur
Print Name

Brandy Arthur
Signature

Date: 10/27/2022

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
1ST FLOOR LAB AND RADIOLOGY (FINAL 11.10.22)

Room Description	Floor	Walls	Comments
Lobby (OP Labs & Radiology Shared)	Vinyl	Paint	• 1 duplex receptacle @ 72" from floor for TV • 4 duplex receptacles throughout lobby seating area • 1 data/phone @ 72" for TV • Bracing in the wall support up to a 70" plasma television • Recessed Data/power for time clock
Reception (OP Labs & Radiology Shared) Labs – 3 Radiology - 3	Vinyl	Paint	• 6 partition windows with pass-thru • 10 duplex (2 dedicated for copiers) • 6 drops • 6 analog phone outlets • 8 data • Panic button at each reception window • Entry from any hallway to be by push button
Laboratory Phlebotomy stations (8)	Vinyl	Paint	• 13 duplex receptacles (8 dedicated to the stations – 4 for convenience – 1 fridge) • 8 data/phone • 24' of 34" high Counter-top work space and 24' upper cabinet storage along wall abutting reception • 1 sink • Refrigerator • Door with keycard access + keyed lock with Safety frosted glass vision window
Lab Processing Room	Vinyl	Paint	• Pass thru window to attached restrooms • Counter on adjoining restroom wall • Counter for centrifuge machine • 1 Sink • Door with keycard access + keyed lock • 6 Duplex receptacles (2 for computers – 1 for centrifuge – 3 convenience or other equip) • 3 Data (2 for computers) /phone lines (1)
Laboratory Restroom (2) (Attached to Lab processing room)	Tile	Tile/Paint	• 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details for complete details • Pass thru window to attached lab • Nurse call pull string

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
1ST FLOOR LAB AND RADIOLOGY (FINAL 11.10.22)

Room Description	Floor	Walls	Comments
Radiology (2)	Vinyl	Paint	• 8' of locking over-counter storage cabinets and 8' of 34" high counter top and under-counter storage cabinets and drawers, with 1 sink. • 1 Door with passage lock • 120/208 VAC Load Center with Single main Disconnect Breaker or per Shimadzu Specs • 3 – 115 VAC 20 amp dedicated outlet for DR System or per Shimadzu Specs • Duplex on 3 (three) walls • 1 Data drop for Shimadzu Control Console • 1- RJ65 Network connections w/ CAT 6 outlet or per Shimadzu Specs • Above door warning light and Power circuit • 1 Data / Phone • 1 analog phone on Wall with separate jack • Lead lining per County consultant specs • Separately controlled HVAC
Radiology CT (1)	Vinyl	Paint	• Approximately 8' of counter top and under-counter storage cabinets and drawers. • 4 Duplex Outlets • 1 – 100 amp disconnect for the Cannon Aquilion Prime SP • 1 Data line • Separate HVAC controls • Track for Privacy Curtain • 1 analog phone on Wall with separate jack • Above door warning light and Power circuit • Door with passage lock • Staff Panic Button
Staff Men's Rest Room (1)	Tile	Tile/Paint	• 3 Fixtures • 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details
Staff Women's Rest Room (1)	Tile	Tile/Paint	• 3 Fixtures • 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
1ST FLOOR LAB AND RADIOLOGY (FINAL 11.10.22)

Room Description	Floor	Walls	Comments
Staff Co-ed Lockers (1 bank of 20)	Carpet	Paint	• 1 Quad Outlet
Storage (1) (for office supplies) Op Labs & Radiology Shared	Vinyl	Paint	• 1 duplex • Door with push button lock with safety frosted glass vision window • Approx. 6'x10'
Supervisor Office	Carpet	Paint	• 2 duplex 1 Quad • 2 data/phone • Door with passage lock
Panic/Call System	Carpet	Paint	• Installed in all patient areas
PA Broadcast System			• Thru out facility
Mammography (2)	Vinyl	Paint	• Approximately 4' of counter top and under-counter storage cabinets and drawers. • 4 Duplex Outlets • 1 Data line • Track for Privacy Curtain • 1 analog phone • Above door warning light (if required) • Door with passage lock
Changing Rooms (2) All Gender	Vinyl	Paint	• Bench and hanging hooks • Door with passage lock
Radiology Reading Room	Vinyl	Paint	• 4 Duplex Outlets • 1 Data line • 1 analog phone on Wall with separate jack • Door with passage lock • Furniture by County
DEXA (Bone Density)	Vinyl	Paint	• 4 Duplex Outlets (1 for Lunar Prodigy equipment; 1 for computer; 2 for convenience • 1 Data line • Track for Privacy Curtain • 1 analog phone • Door with passage lock • DEXA equip by County
Trophon Machine Clean Room	Vinyl	Paint	• 4 Duplex receptacles • 2 Data lines

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
1ST FLOOR LAB AND RADIOLOGY (FINAL 11.10.22)

Room Description	Floor	Walls	Comments
Ultrasound Rooms (2)	Vinyl	Paint	• Approximately 4' of counter top with sink and under-counter storage cabinets and drawers. • 4 Duplex Outlets • 1 Data line • Track for Privacy Curtain • 1 analog phone on Wall with separate jack
Crushed Ice / Water Dispenser			• Countertop located • 1 duplex receptacle
Hallways	Vinyl	Paint	• Duplex receptacles per code • Lighting per code • Fire extinguishers per code

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
1ST FLOOR LAB AND RADIOLOGY (FINAL 11.10.22)

Room Description	Floor	Walls	Comments

Approving Body and Signature

Entity:___ARMC_____

By: Brandy Arthur
Print Name

Brandy Arthur
Signature

Date: 11/10/2022

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
2nd FLOOR PEDIATRICS (FINAL 09.27.22)

Room Description	Floor	Walls	Comments
Lobby (Waiting Room)	Vinyl	Paint	• 1 duplex receptacle @ 72" from floor for TV • 4 duplex receptacles throughout lobby seating area • 1 data @ 72" for TV • Bracing in the wall support up to a 70" plasma television (2 total) • Recessed Data/power for time clock
Reception	Vinyl	Paint	• 4 partition windows with pass-thru • 8 duplex (2 dedicated for copiers) • 4 drops • 4 analog phone outlets • 6 data • Panic button at each reception window • Entry from any hallway to be by push button
Exam Rooms (19)	Vinyl	Paint	• 4' – 34' high counter-top work space • Approximately 4' of locking over-counter storage cabinets and 4' of counter top and under-counter storage cabinets and drawers, with 1 sink. • 1 Door (no lock) • Duplex on 3 (three) walls • Data on two walls, one data on wall by door • 1 analog phone on Wall closest to exam table • Track for privacy curtain track around doors • Patient Panic Button
Vision Testing Corridor	Vinyl	Paint	• Approx. 20' long
Negative Air Exam Room (1)	Vinyl	Paint	• 4' – 34" high counter-top work space • Hard lid above T-bar ceiling • Approximately 4' of locking over-counter storage cabinets and 4' of counter top and under-counter storage cabinets and drawers, with 1 sink. • Neg Air Monitoring • 1 Door (no lock) • Duplex on 3 (three) walls • Data on two walls, one data on wall by door

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
2nd FLOOR PEDIATRICS (FINAL 09.27.22)

Room Description	Floor	Walls	Comments
			• 1 analog phone outlet on Wall closest to exam table • Track for privacy curtain around door • Patient Panic Button
Negative Air Flow Biohazard Processing (1) Medical Waste	Vinyl	Paint	• 4' – 34" high counter-top work space • Approximately 4'-6' of locking over-counter storage cabinets. • 4'-6' of rolling stainless steel counter with lower shelf • 1 double-stainless steel sink w/ separate faucets and an 18" stainless drainboard at each end • 1 Sink for hand hygiene. • 1 Door (keycard access + keyed lock) • Duplex on 3 (three) walls • Data on two walls, one data on wall by door • Hard-lid above T-Bar ceiling • 1 eye wash station • Neg Air Monitoring • Hopper
Procedure Rooms (1)	Vinyl	Paint	• 4' – 34" high counter-top work space • Approximately 4'-6' of locking over-counter storage cabinets and 6'of counter top and under-counter storage cabinets and drawers with 1 Sink. • 1 Door (no lock) • Duplex on 2 (two) walls + 1 in floor • Data on two walls, one data on wall by door • 1 analog phone outlet on Wall closest to exam table • Staff Panic Button • Surgical ceiling light power and bracing • Hard-lid above T-Bar ceiling • Track for privacy curtain around door
Medication Room *(1)*	Vinyl	Paint	• 12' – 34 " high counter-top work space • Approximately 12' of locking over-counter storage cabinets and 12' of counter top and under-counter storage cabinets and drawers, with 1 sink. • Data drop / Duplex for Pyxis • Door with Keycard access + keyed lock with Safety vision frosted glass window

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
2nd FLOOR PEDIATRICS (FINAL 09.27.22)

Room Description	Floor	Walls	Comments
			• Floor space for 1 Refrigerator-with dedicated circuit • Floor space for 1 Freezer with dedicated circuit • HVAC to handle heat load – Temperature range from 68 degrees to 74 degrees •
Staff Men's Rest Room (1)	Tile	Tile / Paint	• 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details • 2 Fixtures
Staff Women's Rest Room (1)	Tile	Tile / Paint	• 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details • 3 Fixtures
Patient Rest Rooms (2) All Gender	Tile	Tile / Paint	• 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details • Nurse call pull strings • 12"x12" Floor Tile • 1 fixture
Staff Co-ed Lockers (1)	Carpet	Paint	• 1 Quad Outlet
Consultation Room (1)	Carpet	Paint	• 4 duplex (1 each wall) • 1 data/phone • Door with passage lock • Furniture by County Vendor
Storage (1) (for office supplies)	Vinyl	Paint	• 1 duplex • Door with push button lock with safety frosted glass vision window
Shared Physician Workspace (1 Room / 10 Workstations)	Carpet	Paint	• 4 duplex/w USB ports, 1 each wall • 4 data/phone • Door with passage lock • 1 dedicated duplex outlet for printer • 1 duplex outlet for PACS monitor
Nurses Stations (2) Staff of 10 in each	Vinyl	Paint	• 10 duplex (above counter) • 1 dedicated duplex circuit for printer

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
2nd FLOOR PEDIATRICS (FINAL 09.27.22)

Room Description	Floor	Walls	Comments
			• 1 above counter GFI duplex receptacle at sink • Work station counter top and under-counter storage cabinets and drawers. • 1 sink with hand sensor faucet control • 11 data (10 for workstations and 1 for printer) • 2 analog phone per Nurses Station • 1 locking cabinet for charge nurse
Call Center	Carpet	Paint	• 4 duplex receptacles (1 on each wall) • 3 data/phone • Door with passage lock
Gas (1)	Vinyl	Paint	• Oxygen storage • Door with push button lock
Panic/Call System			• Installed in all patient areas
PA Broadcast System			• Thru out facility
Point of Care	Carpet	Paint	• 4' – 34" high counter-top work space • Approximately 4' of upper and 4' under-counter storage cabinets and drawers, with 1 sink. • 1 Door (no lock) • Duplex on 3 (three) walls • Data on two walls, one data on wall by door • 1 analog phone on Wall closest to exam table • Patient Panic Button

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
2nd FLOOR PEDIATRICS (FINAL 09.27.22)

Room Description	Floor	Walls	Comments

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
2nd FLOOR PEDIATRICS (FINAL 09.27.22)

Approving Body and Signature

Entity:___ARMC_____

By: **Brandy Arthur, RN**
Print Name

Brandy Arthur
Signature

Date: 9/27/2022

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
2nd FLOOR WOMEN'S HEALTH (FINAL 10.03.22)

Room Description	Floor	Walls	Comments
Lobby	Vinyl	Paint	• 1 duplex receptacle @ 72" from floor for TV • 4 duplex receptacles throughout lobby seating area • 1 data @ 72" for TV • Bracing in the wall support up to a 70" plasma television (1 total) • Recessed Data/power for time clock
Reception	Vinyl	Paint	• 4 partition windows with pass-thru • 8 duplex (2 dedicated for copiers) • 4 drops • 4 analog phone outlets • 6 data • Panic button at each reception window • Entry from any hallway to be by push button
Exam Rooms (16)	Vinyl	Paint	• 4'- 34" high counter-top work space • Approximately 4' of locking over-counter storage cabinets and 4' of counter top and under-counter storage cabinets and drawers, with 1 sink. • 1 Door (no lock) • Duplex on 3 (three) walls • Data on two walls, one data on wall by door • 1 analog phone on Wall closest to exam table • Track for privacy curtain track around doors • Patient Panic Button
Ultrasound Rooms (4)	Vinyl	Paint	• 4'- 34" high counter-top work space • Approximately 4' of locking over-counter storage cabinets and 4' of counter top and under-counter storage cabinets and drawers, with 1 sink. • 1 Door (no lock) • Duplex on 3 (three) walls • Data on two walls, one data on wall by door • 1 analog phone on Wall closest to exam table • Track for privacy curtain track around doors • Patient Panic Button

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
2nd FLOOR WOMEN'S HEALTH (FINAL 10.03.22)

Room Description	Floor	Walls	Comments
Negative Air Flow Biohazard Processing (1) Medical Waste	Vinyl	Paint	• 4' – 34" high counter-top work space • Approximately 4'-6' of locking over-counter storage cabinets. • 4'-6' of rolling stainless steel counter with lower shelf • 1 double-stainless steel sink w/ separate faucets and an 18" stainless drainboard at each end • 1 Sink for hand hygiene. • 1 Door (keycard access + keyed lock) • Duplex on 3 (three) walls • Data on two walls, one data on wall by door • Hard-lid above T-Bar ceiling • 1 eye wash station • Neg Air Monitoring
Procedure Rooms (2)	Vinyl	Paint	• 4' – 34" high counter-top work space • Approximately 4'-6' of locking over-counter storage cabinets and 6'of counter top and under-counter storage cabinets and drawers with 1 Sink. • 1 Door (no lock) • Duplex on 2 (two) walls + 1 in floor • Data on two walls, one data on wall by door • 1 analog phone outlet on Wall closest to exam table • Staff Panic Button • Surgical ceiling light power and bracing • Hard-lid above T-Bar ceiling • Track for privacy curtain around door
Medication Room (1)	Vinyl	Paint	• 12' – 34 " high counter-top work space • Approximately 12' of locking over-counter storage cabinets and 12' of counter top and under-counter storage cabinets and drawers, with 1 sink. • Data drop / Duplex for Pyxis • Door with Keycard access + keyed lock with Safety vision frosted glass window • Floor space for 1 Refrigerator-with dedicated circuit • Floor space for 1 Freezer with dedicated circuit • HVAC to handle heat load – Temperature range from 68 degrees to 74 degrees

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
2nd FLOOR WOMEN'S HEALTH (FINAL 10.03.22)

Room Description	Floor	Walls	Comments
Staff All Gender Rest Room (3)	Tile	Tile / Paint	• 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details • Nurse call pull strings • 12"x12" Floor Tile • 1 fixture
Patient All Gender Rest Rooms (2)	Tile	Tile / Paint	• 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details • Nurse call pull strings • 12"x12" Floor Tile • 1 fixture
Staff Co-ed Lockers (1)	Carpet	Paint	• 1 Quad Outlet
Storage (1) (for office supplies)	Vinyl	Paint	• 1 duplex • Door with push button lock with safety frosted glass vision window
VITALING (3)	Vinyl	Paint	• 3 duplex • 1 data/phone in each room • Tracks for Privacy curtains
Faculty Physician Shared Work space (2) (6 Workstations each)	Carpet	Paint	• 4 duplex/w USB ports, 1 each wall • 4 data/phone • Door with passage lock
Nurses Stations (2) Staff of 10 for each	Vinyl	Paint	• 10 duplex (above counter) • 1 dedicated duplex circuit for printer • 1 above counter GFI duplex receptacle at sink • Work station counter top and under-counter storage cabinets and drawers. • 1 sink with hand sensor faucet control • 11 data (10 for workstations and 1 for printer) • 2 analog phone per Nurses Station • 1 locking cabinet for charge nurse
Gas (1)	Vinyl	Paint	• Oxygen storage • Door with push button lock

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
2nd FLOOR WOMEN'S HEALTH (FINAL 10.03.22)

Room Description	Floor	Walls	Comments
Clinic Supervisor	Carpet	Paint	• 2 duplex 1 Quad • 2 data/phone • Door with passage lock
Panic/Call System			• Installed in all patient areas
PA Broadcast System			• Thru out facility
Resident Shared Work Space (1 Room / 5 workstations)	Carpet	Paint	• 5duplex/ w. USB ports • Door with passage lock with safety vision frosted glass window • 5 Data / Phone drops • Furniture by County
Hallways	Vinyl	Paint	• Duplex receptacles per code • Lighting per code • Fire extinguishers per code Keycard between patient and staff areas

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
2nd FLOOR WOMEN'S HEALTH (FINAL 10.03.22)

Approving Body and Signature

Entity:___ARMC_____

By: Brandy Arthur
Print Name

Brandy Arthur
Signature

Date: 10/4/2022

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
3RD FLOOR SPECIALTY MEDICAL CLINICS (FINAL 09.27.22)

Room Description	Floor	Walls	Comments
Lobby	Vinyl	Paint	• 1 duplex receptacle @ 72" from floor for TV • 4 duplex receptacles throughout lobby seating area • 1 data @ 72" for TV • Bracing in the wall support up to a 70" plasma television (1 total) • Recessed Data/power for time clock •
Reception	Vinyl	Paint	• 4 partition windows with pass-thru • 8 duplex (2 dedicated for copiers) • 4 drops • 4 analog phone outlets • 6 data • Panic button at each reception window • Entry from any hallway to be by push button
Exam Rooms (20)	Vinyl	Paint	• 4' – 34" high counter-top work space • Approximately 4' of locking over-counter storage cabinets and 4' of counter top and under-counter storage cabinets and drawers, with 1 sink. • 1 Door (no lock) • Duplex on 3 (three) walls • Data on two walls, one data on wall by door • 1 analog phone on Wall closest to exam table • Track for privacy curtain track around doors • Patient Panic Button
Negative Air Flow Exam Rooms (1)	Vinyl	Paint	• 4' – 34" high counter-top work space • Hard lid above T-bar ceiling • Approximately 4' of locking over-counter storage cabinets and 4' of counter top and under-counter storage cabinets and drawers, with 1 sink. • Neg Air Monitoring • 1 Door (no lock) • Duplex on 3 (three) walls • Data on two walls, one data on wall by door • 1 analog phone outlet on Wall closest to exam table • Track for privacy curtain around door • Patient Panic Button

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
3RD FLOOR SPECIALTY MEDICAL CLINICS (FINAL 09.27.22)

Room Description	Floor	Walls	Comments
Negative Air Flow Biohazard Processing (1) Medical Waste	Vinyl	Paint	• 4' – 34" high counter-top work space • Approximately 4'-6' of locking over-counter storage cabinets. • 4'-6' of rolling stainless steel counter with lower shelf • 1 double-stainless steel sink w/ separate faucets and an 18" stainless drainboard at each end • 1 Sink for hand hygiene. • 1 Door (keycard access + keyed lock) • Duplex on 3 (three) walls • Data on two walls, one data on wall by door • Hard-lid above T-Bar ceiling • 1 eye wash station • Neg Air Monitoring
Procedure Rooms (2)	Vinyl	Paint	• 4' – 34" high counter-top work space • Approximately 4'-6' of locking over-counter storage cabinets and 6'of counter top and under-counter storage cabinets and drawers with 1 Sink. • 1 Door (no lock) • Duplex on 2 (two) walls + 1 in floor • Data on two walls, one data on wall by door • 1 analog phone outlet on Wall closest to exam table • Staff Panic Button • Surgical ceiling light power and bracing • Hard-lid above T-Bar ceiling • Track for privacy curtain around door
Medication Room (1)	Vinyl	Paint	• 12' – 34 " high counter-top work space • Approximately 12' of locking over-counter storage cabinets and 12' of counter top and under-counter storage cabinets and drawers, with 1 sink. • Data drop / Duplex for Pyxis • Door with Keycard access + keyed lock with Safety vision frosted glass window • Floor space for 1 Refrigerator-with dedicated circuit • Floor space for 1 Freezer with dedicated circuit • HVAC to handle heat load – Temperature range from 68 degrees to 74 degrees •

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
3RD FLOOR SPECIALTY MEDICAL CLINICS (FINAL 09.27.22)

Room Description	Floor	Walls	Comments
Staff Men's Rest Room (1)	Tile	Tile / Paint	• 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details • 3 Fixtures
Staff Women's Rest Room (1)	Tile	Tile / Paint	• 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details • 12"x12" Floor Tile • 3 Fixtures
Patient Rest Rooms (2) All Gender	Tile	Tile / Paint	• 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details • Nurse call pull strings • 12"x12" Floor Tile • 1 fixture
Staff Co-ed Lockers (1) Next to staff restrooms	Carpet	Paint	• 1 Quad Outlet
Storage (1) (for office supplies)	Vinyl	Paint	• 1 duplex • Door with push button lock with safety frosted glass vision window
VITALING (1)	Vinyl	Paint	• 3 duplex • 1 data/phone in each room Tracks for Privacy curtains
Faculty Physician Shared Work Space (2 Rooms / 4 Workstations each)	Carpet	Paint	• 4 duplex/w USB ports, 1 each wall • 4 data/phone • Door with passage lock
Nurses Stations (1) (10 Staff)	Vinyl	Paint	• 10 duplex (above counter) • 1 dedicated duplex circuit for printer • 1 above counter GFI duplex receptacle at sink • Work station counter top and under-counter storage cabinets and drawers. • 1 sink with hand sensor faucet control • 11 data (10 for workstations and 1 for printer) • 2 analog phone per Nurses Station • 1 locking cabinet for charge nurse

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
3RD FLOOR SPECIALTY MEDICAL CLINICS (FINAL 09.27.22)

Room Description	Floor	Walls	Comments
Mini Call Center (3) Staff	Carpet	Paint	• 4 duplex receptacles (1 on each wall) • 3 data/phone • Door with passage lock
Gas (1)	Vinyl	Paint	• Oxygen storage • Door with push button lock
Clinic Manager	Carpet	Paint	• 2 duplex 1 Quad • 2 data/phone • Door with passage lock
Clinic Director	Carpet	Paint	• 2 duplex 1 Quad • 2 data/phone • Door with passage lock
Panic/Call System			• Installed in all patient areas
PA Broadcast System Need specs			• Thru out facility
Resident Shared Work Space (4 rooms / 5 work stations each)	Carpet	Paint	• 5 duplex/ w. USB ports • Door with passage lock with safety vision frosted glass window • 5 Data / Phone drops • Furniture by County
Hallways	Vinyl	Paint	• Duplex receptacles per code • Lighting per code • Fire extinguishers per code • Keycard between patient and staff areas

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
3RD FLOOR SPECIALTY MEDICAL CLINICS (FINAL 09.27.22)

Room Description	Floor	Walls	Comments

Approving Body and Signature

Entity: ARMC

By: **Brandy Arthur, RN**
Print Name

Brandy Arthur
Signature

Date: 9/27/2022

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
COMMON AREA CORE (FINAL 10.18.22)

Room Description	Floor	Walls	Comments
Common Break Area	Vinyl	Paint	• 2 Wall mounted monitors/TV • 2 Duplex receptacles for monitors/TVs • 2 Data for monitors/TV • Bracing for Monitors/TV • 1 phone / data • Large Dining tables and seating • Outdoor tables and seating • 3 residential size refrigerator / freezers • 1 Commercial Ice Machine • Dedicated Duplex receptacles for refrigerators • 3 countertop microwave ovens • Duplex receptacles for microwaves and toaster ovens • 2 sinks with garbage disposals • Duplex receptacles throughout lobby per code • Upper and lower cabinets for storage • Vending machines by County
Common Conference Rooms	Carpet	Paint	• 2 – 4'x8' dry erase boards • 5 Data/phone – 1 – 6" below ceiling • 3 Data for monitors/TV • Bracing for Monitors/TV • 3 phone / data in the floor beneath tables • Conference tables and Chairs by County • Quad receptacles in the floor center of each room (3) • Motorized accordion wall separators (2) • 1 Retractable projector screen • 5 Duplex receptacles – 1- 6" below ceiling • Light to be dimmable • Door to have push button locks • 4' of millwork in each room

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
COMMON AREA CORE (FINAL 10.18.22)

Room Description	Floor	Walls	Comments

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
COMMON AREA CORE (FINAL 10.18.22)

Room Description	Floor	Walls	Comments

Approving Body and Signature

Entity:____ARMC_____

By: Brandy Arthur
Print Name

Brandy Arthur
Signature

Date: 10/18/2022

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
3RD FLOOR EMPLOYEE HEALTH AND WELLNESS (FINAL 10/22/22)

Room Description	Floor	Walls	Comments
Lobby	Vinyl	Paint	• 1 duplex receptacle @ 72" from floor for TV • 4 duplex receptacles throughout lobby seating area • 1 data @ 72" for TV • Bracing in the wall support up to a 70" plasma television (1 total) • Recessed Data/power for time clock
Reception (3 Windows)	Vinyl	Paint	• 3 partition windows with pass-thru • 7 duplex (2 dedicated for copiers) • 3 drops • 4 analog phone outlets • 5 data • Panic button at each reception window • Entry from any hallway to be by push button
Exam Rooms (8)	Vinyl	Paint	• 4' – 34" high counter-top work space • Approximately 4' of locking over-counter storage cabinets and 4' of counter top and under-counter storage cabinets and drawers, with 1 sink. • 1 Door (no lock) • Duplex on 3 (three) walls • Data on two walls, one data on wall by door • 1 analog phone on Wall closest to exam table • Track for privacy curtain track around doors • Patient Panic Button
Hearing Exam Rooms (2)	Vinyl	Paint	• 4' – 34" high counter-top work space • Approximately 4' of locking over-counter storage cabinets and 4' of counter top and under-counter storage cabinets and drawers, with 1 sink. • 1 Door (no lock) • Duplex on 3 (three) walls • Data on two walls, one data on wall by door • 1 analog phone on Wall closest to exam table • Track for privacy curtain track around doors • Patient Panic Button

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
3RD FLOOR EMPLOYEE HEALTH AND WELLNESS (FINAL 10/22/22)

Room Description	Floor	Walls	Comments
Negative Air Flow Biohazard Processing (1) Medical Waste	Vinyl	Paint	• 4' – 34" high counter-top work space • Approximately 4'-6' of locking over-counter storage cabinets. • 4'-6' of rolling stainless steel counter with lower shelf • 1 double-stainless steel sink w/ separate faucets and an 18" stainless drainboard at each end • 1 Sink for hand hygiene. • 1 Door (keycard access + keyed lock) • Duplex on 3 (three) walls • Data on two walls, one data on wall by door • Hard-lid above T-Bar ceiling • 1 eye wash station • Neg Air Monitoring
Medication Room *(1)*	Vinyl	Paint	• 12' – 34 " high counter-top work space • Approximately 12' of locking over-counter storage cabinets and 12' of counter top and under-counter storage cabinets and drawers, with 1 sink. • Data drop / Duplex for Pyxis • Door with Keycard access + keyed lock with Safety vision frosted glass window • Floor space for 1 Refrigerator-with dedicated circuit • Floor space for 1 Freezer with dedicated circuit • HVAC to handle heat load – Temperature range from 68 degrees to 74 degrees •
Staff Men's Rest Room (1)	Tile	Tile / Paint	• 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details • 1 Fixtures
Staff Women's Rest Room (1)	Tile	Tile / Paint	• 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details • 1 Fixtures
Patient Rest Rooms (1) All Gender	Tile	Tile / Paint	• 1 duplex above counter with GFI • See Attachment "2", section 1.18 for complete details • Nurse call pull strings

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
3RD FLOOR EMPLOYEE HEALTH AND WELLNESS (FINAL 10/22/22)

Room Description	Floor	Walls	Comments
			• 12"x12" Floor Tile • 1 fixture
Staff Co-ed Lockers Next to Staff Restrooms	Vinyl	Paint	• 1 Quad Outlet
Storage (1) (for office & medical supplies)	Vinyl	Paint	• 1 duplex • Door with push button lock with safety frosted glass vision window
Physician Shared Workspace (1 Room / 5 Workstations)	Vinyl	Paint	• 4 duplex/w USB ports, 1 each wall • 4 data/phone • Door with passage lock
Care Assistant Shared Workspace (1 Room / 5 workstations)	Vinyl	Paint	• 4 duplex/w USB ports, 1 each wall • 4 data/phone • Door with passage lock
Nurses Stations (1) Nursing Staff of 5	Vinyl	Paint	• 5 duplex (above counter) • 1 dedicated duplex circuit for printer • 1 above counter GFI duplex receptacle at sink • Work station counter top and under-counter storage cabinets and drawers. • 1 sink with hand sensor faucet control • 6 data (5 for workstations and 1 for printer) • 2 analog phone per Nurses Station • 1 locking cabinet for charge nurse
Clinic Supervisor	Vinyl	Paint	• 2 duplex 1 Quad • 2 data/phone • Door with passage lock
Clinic Supervisor Secretary	Vinyl	Paint	• 2 duplex 1 Quad • 2 data/phone • Door with passage lock
Medical Director	Vinyl	Paint	• 2 duplex 1 Quad • 2 data/phone • Door with passage lock
Panic/Call System			• Installed in all patient areas

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
3RD FLOOR EMPLOYEE HEALTH AND WELLNESS (FINAL 10/22/22)

Room Description	Floor	Walls	Comments
PA Broadcast System			• Thru out facility
Hallways	Vinyl	Paint	• Duplex receptacles per code • Lighting per code • Fire extinguishers per code • Keycard between patient and staff areas

Approving Body and Signature

Entity:___ARMC_____

By: Brandy Arthur
Print Name

Brandy Arthur
Signature

Date: 10/27/2022

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
COMMON AREA CORE (FINAL 09.16.22)

Room Description	Floor	Walls	Comments
Main Lobby	Tile	Paint	• 1 Wall mounted monitors/TV • 1 Duplex receptacles for monitors/TVs • 1 Data for monitors/TV • Bracing for Monitors/TV • Metal Detector • Duplex receptacle for Metal Detector • Security Desk / Counter millwork • 2 Duplex Receptacles for Security Desk • 1 phone / data for Security Desk • Overflow seating • Duplex receptacles throughout lobby per code • Code required ADA compliant drinking fountain • Elevators to other floors (2 cars) • Emergency exiting per code • Men's, Women's, All Gender restrooms per code
Second and Third Floor Common Areas	Tile	Paint	• 1 Wall mounted monitors/TV • 1 Duplex receptacles for monitors/TVs • 1 Data for monitors/TV • Bracing for Monitors/TV • Metal Detector • Duplex receptacle for Metal Detector • Security Desk / Counter millwork • 2 Duplex Receptacles for Security Desk • 1 phone / data for Security Desk • Overflow seating • Duplex receptacles throughout lobby per code • Code required ADA compliant drinking fountain • Elevators to other floors (2 cars) • Emergency exiting per code • Men's, Women's, All Gender restrooms per code •
IDS / IT Rooms	Vinyl	Paint	• It Room on each floor common area core
Electrical Room	Conc	Paint	• Electrical Room on each floor common area core

ARMC-PEPPER PROJECT ROOM BY ROOM SPECIFICATIONS
COMMON AREA CORE (FINAL 09.16.22)

Room Description	Floor	Walls	Comments
Exiting Stairs		Paint	Exit Stairs from 2nd and 3rd floors
Janitorial Closet	Vinyl	Paint	Janitor Room on each floor common area core

Approving Body and Signature

Entity: ARMC

By: Brandy Arthur
Print Name

Brandy Arthur
Signature

Date: 10/7/2022

EXHIBIT "D"

COMMENCEMENT DATE CERTIFICATE

To: _____
_____
_____

Re: Lease Agreement No. _____

In accordance with the terms and conditions of the above referenced Lease, the parties hereby acknowledges and agrees to the following:

1. The Commencement Date of the Lease Term is _____;

2. The Expiration Date of the Lease Term is _____.

3. Monthly Rent commenced to accrue on _____, 20___, and the rent schedule during the Lease Term is as follows:

   _____ to _____ Monthly Rent of $_____

   _____ to _____ Monthly Rent of $_____

   _____ to _____ Monthly Rent of $_____

   _____ to _____ Monthly Rent of $_____

   _____ to _____ Monthly Rent of $_____

4. All other provision and terms of the Lease Agreement, Contract No _____, shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease, and this Commencement Date Certificate, the terms and conditions of this Commencement Date Certificate shall control.

LESSOR:	**COUNTY:**
_____	_____
Date:_____	Date:_____

EXHIBIT "E"
GRANT DEED

RECORDING REQUESTED BY:
San Bernardino County
Real Estate Services Department
385 N. Arrowhead Ave., 3rd Floor
San Bernardino, CA 92415-0180

WHEN RECORDED MAIL TO:
Same as above

RECORDER: EXEMPT:
This instrument is for the benefit of the San Bernardino County and is entitled to be recorded without fee subject to Govt. Code 27383 and 6103, and Rev. & Tax Code 11922

A.P.N:	**GRANT DEED EXAMPLE**	Dept. Code:

The undersigned grantor(s) declare(s):
DOCUMENTARY TRANSFER TAX $0.00 Conveyance to Government Entity.
R&T 11922
☐ computed on full value of property conveyed, or
☐ computed on full value less liens and encumbrances remaining at the time of sale
☐ Unincorporated Area ☐ City

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Pepper Clinic LLC,

hereby GRANT(S) to **SAN BERNARDINO COUNTY, a body corporate and politic of the State of California,** the following real property in the area of the City of Colton, San Bernardino County, State of California:

SEE EXHIBIT “A”, LEGAL DESCRIPTION

GRANTOR:

_____ Dated: _____

_____ Dated: _____

EXHIBIT "F"

FORM OF ESTOPPEL CERTIFICATE

Date:_____

To: _____
_____
_____

Re: _____, _____
(address) (city)

The undersigned, on behalf of the San Bernardino County ("County"), hereby certifies, to the best of his or her knowledge as of the date of this Estoppel Certificate ("Certificate"), to Lender the following:

1. County, as COUNTY, leases certain Premises, comprising _____ square feet at _____ from LESSOR, as LESSOR pursuant to Lease Agreement, Contract No. _____ dated _____ ("Lease").

2. The Lease Term commenced on _____, 20____, and is scheduled to expire _____, 20__. County has no options to extend the Lease Term, except as follows: _____ (___) _____-year options.

4. The current Monthly Rent for the Premises is $_____.___, payable monthly in arrears, and has been paid through _____.

5. County has not provided a security deposit to LESSOR.

6. County is current not in default beyond any applicable notice and cure period under the terms of the Lease.

SAN BERNARDINO COUNTY

By: _____
Director
Real Estate Services Department

EXHIBIT "G"

FORM OF SUBORDINATION, NON-DISTRUBANCE AND ATTORNMENT AGREEMENT

RECORDED AT REQUEST OF
AND TO BE RETURNED TO:

_____

_____

_____

Attn: _____

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is entered into by and between San Bernardino County ("COUNTY"), _____ ("LESSOR") and, _____ ("Lender").
(Name and type of entity)

Recitals

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

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

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

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

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

Covenants

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

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

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

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

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

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

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

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

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

to LESSOR: _____

_____

_____

Attn: _____

to Lender: _____

_____

_____

Attn: _____

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

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

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

10 Attorneys' Fees and Costs: If any legal action is instituted to enforce or declare a party's rights hereunder, each party, including the prevailing party, must bear its own attorneys' fees and costs. This

paragraph shall not apply to those attorneys' fees and costs directly arising from any third party legal action against COUNTY, including such attorneys' fees and costs payable under Paragraph 17, INDEMNIFICATION, Paragraph 11, HAZARDOUS SUBSTANCES, Paragraph 28 PUBLIC RECORDS DISCLOSURE, and Paragraph 29, CONFIDENTIALITY of the Lease.

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

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

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

LESSOR:	**COUNTY:**
_____	_____
Date:_____	Date:_____

EXHIBIT "H"

LIST OF FORMER COUNTY OFFICIALS

INSTRUCTIONS: List the full names of former COUNTY Administrative Officials, the title/description of the Official's last position with COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with LESSOR, and the date the Official entered LESSOR's employment and/or representation.

OFFICIAL'S NAME:	REQUIRED INFORMATION

LESSOR hereby certifies the information it has provided in this Exhibit "G" is true, complete, and accurate.

LESSOR:

By: _____
(Name)

Title: _____

Date: _____

EXHIBIT "I"
PREVAILING WAGE REQUIREMENTS

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

1. **Determination of Prevailing Rates**:
   Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.
2. **Payment of Prevailing Rates**
   Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.
3. **Prevailing Rate Penalty**
   The Contractor shall, as a penalty, forfeit two hundred dollars ($200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
4. **Ineligible Contractors**:
   Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at http://www.dir.ca.gov/Public-Works/PublicWorks.html. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.
5. **Payroll Records:**
   a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
      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 indemnity or otherwise be liable for any penalties pursuant to paragraph (1).

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

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

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

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

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

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

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

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

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

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

(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 <u>do not</u> need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:

i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.

iii. When the Contractor has a direct contract with the Public Agency that is under $30,000.

iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).

v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Rations:

a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or

ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

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

EXHIBIT "J"
Campaign Contribution Disclosure
(SB 1439)

DEFINITIONS

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

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

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

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

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

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

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

1. Name of Lessor:

   Pepper Clinic LLC

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

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

No ☒

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

   Philip Lee

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 Lessor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

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 $250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If no, please skip Question No. 10. Yes ☐ If yes, please continue to complete this form.

10. 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 below, Lessor certifies that the statements made herein are true and correct. Lessor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than $250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

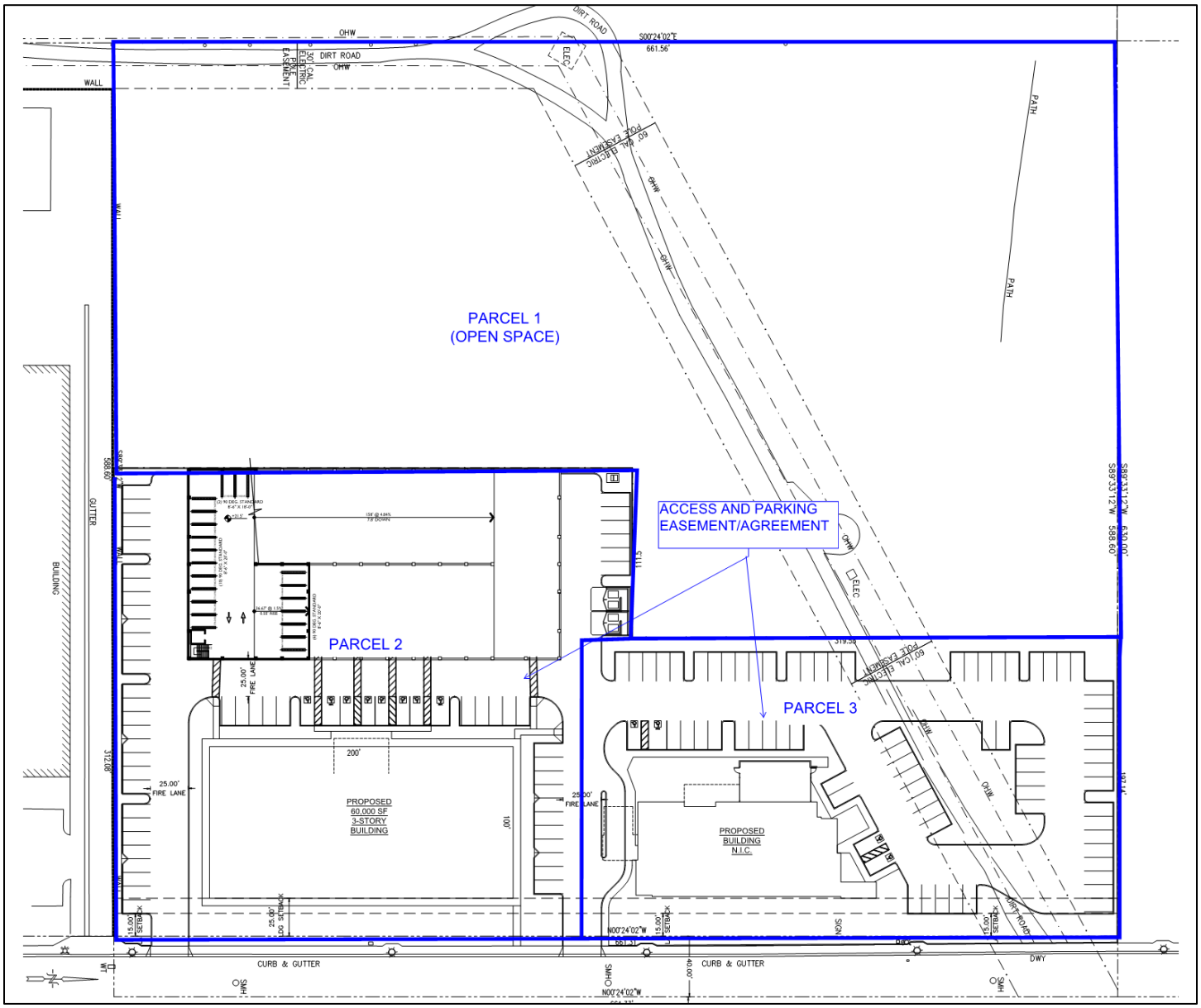
Philip Lee
Signature

4/16/2024
Date

Philip Lee
Print Name

Print Entity Name, if applicable

EXHIBIT “K”



THE PROPERTY AND PREMISES IS ON PARCEL 2 AS SHOWN ABOVE SUBJECT TO THE CITY OF COLTON’S APPROVAL.