

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 11/19/15

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

159



FROM: Economic Development Agency

SUBMITTAL DATE:

December 3, 2015

SUBJECT: Revenue Amendment to Sublease – Economic Development Agency, Riverside, District 1, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 and Section 15061(b)(3);
2. Ratify the attached Amendment to Sublease and authorize the Chairman of the Board to execute same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within 5 days of approval by the Board.

BACKGROUND:

Summary

(Commences on Page 2)

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: N/A				Budget Adjustment: No	
				For Fiscal Year: 2015/16	

C.E.O. RECOMMENDATION:

APPROVE

BY: Rohini Dasika
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 3.22 of 6/12/11

District: 1

Agenda Number:

3-13

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency

FORM 11: Revenue Amendment to Sublease – Economic Development Agency, Riverside, District 1, [\$0]

DATE: December 3, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

The County of Riverside (County) holds a leasehold interest at 1325 Spruce Street, Riverside, California, for use by the Workforce Division as the Workforce Development Center (WDC). As a mandated partner, the State of California Employment Development Department (EDD) has occupied space within the WDC for their use. This Amendment to Sublease renews the sublease and updates the square footage and associated revenue rent.

Location: 1325 Spruce Street
Riverside, CA 92507

Size: 9,467 square feet

Term: April 1, 2014 through March 31, 2017

Rent Revenue: \$24,140.85 per month

Increases: Annually

Utilities: Provided by Lessor under the master lease

Custodial: Provided by Lessor under the master lease

Maintenance: Provided by Lessor under the master lease

Termination: State may terminate after April 1, 2014, with 30-day's written notice

Pursuant to the California Environmental Quality Act (CEQA), the Revenue Sublease was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15301 Class 1- existing facilities and Section 15601 (b)(3) Common Sense Exemption. The proposed project is the extension of letting of property involving existing facilities.

Impact on Citizens and Businesses

The public benefit continues with this location serving clients in the community and region.

Attachments:

Aerial Map

Sublease Agreement

Notice of Exemption

SECOND AMENDMENT TO THE COUNTY OF RIVERSIDE ECONOMIC
DEVELOPMENT AGENCY (EDA) LEASE AT 1325 SPRUCE STREET, RIVERSIDE,
CALIFORNIA

The COUNTY OF RIVERSIDE ("County") and the SPRUCE STREET PROFESSIONAL BUILDING, LLC, ("Lessor"), hereby amend that certain lease dated June 13th, 2006 ("the Lease") pertaining to property known as the Spruce Street Professional Building at 1325 Spruce Street, Riverside, California, as follows:

A. Section 2.2 of the Lease is hereby amended in its entirety to read as follows:

Defined. The Premises shall consist of that certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, and commonly known as a portion of The Spruce Street Professional Building, located in the City of Riverside, State of California, and generally described as a free standing building consisting of approximately 77,000 square feet; 40,208 gross square feet of exclusive space for the County with 30,407 gross square feet of exclusive space on the fourth and fifth floors (the "Original Space") and 9,801 gross square feet of exclusive space on the second floor (7,654 gross square feet of exclusive space from the First Amendment of "Additional Space" and 2,147 gross square feet of additional exclusive space from the Second Amendment of "Additional Space") with 148 unreserved and unassigned parking spaces and 3 reserved parking spaces for the County and top-of-the-building signage, all as shown on the site plan attached as Exhibit "A" in the Lease. It is understood that the Premises include all appurtenances and easements thereto and the non-exclusive right of ingress and egress at all times to and from the public streets and highways for County, its employees and invitees.

B. Section 4.1 of the Lease is hereby amended by adding the following:

4.1.1. This Second Amendment shall be effective upon the date of its full execution by the Parties hereto which includes approval by the County of Riverside, Board of Supervisors. The Second Amendment "Additional Space" of 2,147 gross square feet of exclusive space shall be ready and available for move in by County on September 1, 2007.

C. Section 4.3 of the Lease is hereby amended as follows:

Delay in Delivery of Premises.

4.3.1. Provided County has executed plans and specifications to Lessor by July 31, 2007, and the second floor Second Amendment "Additional Space" occupancy has not commenced by November 1, 2007; County may, at its sole option, either: (a) deduct from any rents that may become due hereunder the sum of \$250 for each day the 2,147 gross square feet of additional exclusive space on the second floor Premises are not substantially complete and available for occupancy as per paragraph 2.4 (except if delay is due to change orders in the tenant improvement construction that delay delivery and are requested by the County, unforeseeable government regulatory action or, weather related factors, or the delay is caused by the sole negligence or misconduct of the County) after said date, as liquidated damages for failure to provide

occupancy in a timely manner as prescribed hereunder. Lessor and County agree that such damages are to be one of the mutually exclusive remedies, as prescribed in this Section 4, for such failure, in that at the time of entering into this Second Amendment it would be impractical and extremely difficult to fix the actual damages that would flow from Lessor's failure to provide occupancy in a timely manner, including, but not limited to, the difference in money between the total sum to be paid by County to another party for rent to Lease such party's real property, if the rental hereunder is less than the rental to be paid such other party; or if the Original Term of this Second Amendment for the second floor addition has not commenced by November 1, 2007, or (b) cancel this Second Amendment, and Lessor hereby waives any and all rights that it may have against County for any costs, expenses and/or charges that Lessor may have incurred as a result of preparing the Second Amendment "Additional Space" Premises of 2,147 gross square feet of exclusive space for occupancy.

D. Section 5.1 of the Lease is hereby amended in its entirety to read as follows:

RENT. Effective September 1, 2007 (unless there are Lessor delays), if the Second Amendment suite expansion is available for occupancy (available for occupancy is defined as Lessor having possession of a Certificate of Occupancy for the Second Amendment expansion signed by the City of Riverside), County shall pay the sum of \$2.10 per square foot for 40,208 total square feet or \$84,436.80 per month to Lessor as rent for the Premises during the term of this Lease as indicated below:

<u>Amount</u>	<u>Year</u>
\$ 84,436.80	First
\$ 86,969.90	Second
\$ 89,579.00	Third
\$ 92,266.37	Fourth
\$ 95,034.36	Fifth
\$ 97,885.39	Sixth
\$100,821.95	Seventh
\$103,846.61	Eighth
\$106,962.01	Ninth
\$110,170.87	Tenth

Said monthly sums shall be payable, in advance, on the first day of the month or as soon thereafter as a warrant can be issued in the normal course of County's business; provided, however, in the event rent for any period during the term hereof which is less than one (1) full calendar month said rental shall be pro-rated based upon the actual number of days of said month.

E. Section 5.2 of the Lease is hereby amended in its entirety to read as follows:

Tenant Improvements (TIs). Tenant improvement costs are those costs for customizing and configuring the County's 1,900 square feet of usable dedicated space

per the County's space plan (excluding restrooms) for the Second Amendment expansion. County TIs shall include: construction drawings and engineering costs for TIs; carpeting, flooring, paint, automatic door openers at main lobby, hard walled offices, break rooms, data rooms, HVAC, heat pumps, ducting, conference rooms, storage and supply rooms with locking hardware, electrical to office and modular furniture, etc. Note: data lines and connectivity will be contracted with County Vendors at County cost. Lessor to provide restrooms and elevator lobbies on the second, fourth, and fifth floors. County's tenant improvement (TI) costs are those costs above the \$35 per square foot or \$66,500 total allowance for the Second Amendment expansion, which is part of the \$1,245,930.00 total EDA allowance for TIs for the County's total 35,598 square feet of usable exclusive space and \$10,000 top-of-building signage allowance (as described in section 5.1) provided by Lessor. Such amount will be set forth in writing by an addendum to this Lease. County will pay additional TI costs in lump sum.

All other provisions of the Lease and Amendment not otherwise affected by this Second Amendment shall remain the same. This Second Amendment to the Lease shall not be binding or deemed consummated until approved and executed by County's Board of Supervisors.

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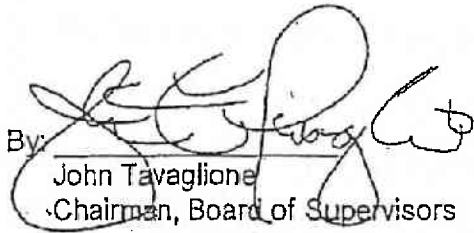
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IN WITNESS WHEREOF, the County of Riverside and Spruce Street Professional Building, LLC. have executed this Second Amendment to the Lease dated June 13th, 2006.

Dated: JULY 12, 2007

COUNTY OF RIVERSIDE

SPRUCE STREET PROFESSIONAL BUILDING, LLC.

By: 
John Tavaglione
Chairman, Board of Supervisors

By: 
Raymond Magnon
President and Chief Executive Officer

ATTEST: NANCY ROMERO
CLERK OF THE BOARD

By: 
DEPUTY Clerk of the Board

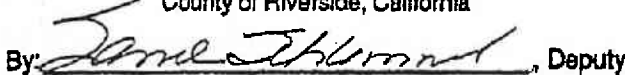
Approved as to Form

EACH DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED IS CERTIFIED TO BE A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

Dated: MAY 5, 2009

KECIA HARPER-IHEM
Clerk to the Board of Supervisors
County of Riverside, California

By: 
County Council

By:  Deputy

1 THIRD AMENDMENT TO THE COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT
2 AGENCY (EDA) LEASE AT 1325 SPRUCE STREET, RIVERSIDE CALIFORNIA

3 THIS THIRD AMENDMENT TO THE EDA LEASE ("Amendment"), dated as of
4 FEB 09 2010

5 _____ is entered by and between the SPRUCE STREET PROFESSIONAL
6 BUILDING, LLC, a California limited liability company, as Lessor, and the COUNTY OF
7 RIVERSIDE, a political subdivision of the State of California, as County.

8 Recitals

9 A. Lessor and County have entered into that certain EDA Lease, dated as of June
10 13, 2006, (the "Original Lease") pursuant to which Lessor has agreed to lease to County and
11 County has agreed to lease from Lessor a portion of that certain building, more commonly
12 known as the Spruce Street Professional Building, located at 1325 Spruce Street, in the City of
13 Riverside, State of California, (the "Building"), consisting of 30,407 gross square feet, as more
14 particularly described in the Lease (the "Original Premises").

15 B. The Original Lease has been amended by:

16 1. That certain First Amendment to Lease dated December 12, 2006, by
17 and between Lessor and County (the "First Amendment") whereby, among other things, the
18 County leased an additional 7,654 gross square feet on the second floor of the Building.

19 2. That certain Second Amendment to Lease dated July 3, 2007, by and
20 between Lessor and County (the "Second Amendment") whereby, among other things, the
21 County leased an additional 2,147 gross square feet on the second floor of the Building.

22 C. The Original Lease, as heretofore, currently, or hereafter amended, shall
23 hereafter be referred to as the "Lease".

24 D. In addition to the Original Premises, County desires to lease from Lessor and
25 Lessor desires to lease additional exclusive space, consisting of 11,303 rentable square feet
located on the first floor of the Building (the "Additional Space") on the terms and conditions

1 set forth herein. The Original Premises and the Additional Space are collectively referred to
2 herein as the "Premises." The Original Lease together with this Amendment are collectively
3 referred to herein as the "Lease."

4 NOW THEREFORE, for good and valuable consideration the receipt and adequacy of
5 which is hereby acknowledged, the parties agree as follows:

6 Section 1. Premises. Section 2.2 of the Lease is hereby replaced in its entirety by the
7 following:

8 2.2 Defined. The Premises shall consist of that certain real property,
9 including all improvements therein or to be provided by Lessor under the terms of this Lease,
10 and commonly known as a portion of The Spruce Street Professional Building located in the
11 City of Riverside, State of California, and generally described as a free standing building
12 consisting of approximately seventy seven thousand (77,000) square feet; fifty one thousand
13 five hundred eleven (51,511) gross square feet of exclusive space for the County with thirty
14 thousand four hundred seven (30,407) gross square feet of exclusive space on the fourth and
15 fifth floors (the Original Space), nine thousand eight hundred one (9,801) gross square feet of
16 exclusive space on the second floor (7,654 gross square feet of exclusive space from the First
17 Amendment of "Additional Space" and 2,147 gross square feet of additional exclusive space
18 from the Second Amendment of "Additional Space") and eleven thousand three hundred three
19 (11,303) square feet of exclusive space on the First Floor from the Third Amendment of
20 "Additional Space", with one hundred eighty six (186) unreserved and unassigned parking
21 spaces and three (3) reserved parking spaces for the County and top-of-the-building signage,
22 " as shown on the site plan attached as E. it "A" in the Lease. It is understood that the
23 Premises include all appurtenances and easements thereto and the non-exclusive right of
24 ingress and egress at all times to and from the public streets and highways for County, its
25 employees and invitees.

1 **Section 2. Exhibit A.** Exhibit A of the Original Lease is hereby deleted in its entirety
2 and replaced with Exhibit A attached hereto and incorporated herein by this reference.

3 **Section 3. Term Commencement.** Section 4.1.1 of the Lease is hereby amended by
4 the following:

5 4.1.1. This Third Amendment shall be effective upon the date of its full
6 execution by the Parties hereto which includes approval by the County of Riverside Board of
7 Supervisors. The Third Amendment "Additional Space" of eleven thousand three hundred
8 three (11,303) gross square feet of exclusive space which shall be ready and available for
9 move in by County on March 1, 2010.

10 **Section 4. Delay in Delivery of Premises.** Section 4.3.1 of the Lease is hereby
11 amended as follows:

12 4.3.1. Provided County has executed plans and specifications to Lessor by
13 December 31, 2009, and the "Additional Space" occupancy has not commenced by March 1,
14 2010. County may, at its sole option, either: (a) deduct from any rents that may become due
15 hereunder the sum of Two Hundred Fifty Dollars (\$250) for each day the eleven thousand
16 three hundred three (11,303) gross square feet of additional exclusive space on the first floor
17 Premises are not substantially complete and available for occupancy as per paragraph 2.4
18 (except if delay is due to change orders in the tenant improvement construction that delay
19 delivery and are requested by the County, unforeseeable government regulatory action or,
20 weather related factors, or the delay is caused by the sole negligence or misconduct of the
21 County) after said date, as damages for failure to provide occupancy in a timely manner as
22 prescribed hereunder. Lessor and County agree that such damages are to be one of the
23 mutually exclusive remedies, as prescribed in this Section 4, for such failure, in that at the time
24 of entering into this Third Amendment it would be impractical and extremely difficult to fix the
25 actual damages that would flow from Lessor's failure to provide occupancy in a timely manner.

1 including, but not limited to, the difference in money between the total sum to be paid by
2 County to another party for rent to Lease such party's real property if the rental hereunder is
3 less than the rental to be paid such other party; or if the Original Term of this Third
4 Amendment for the first floor addition has not commenced by March 1, 2010, or (b) cancel this
5 Third Amendment, and Lessor hereby waives any and all rights that it may have against
6 County for any costs, expenses and/or charges that Lessor may have incurred as a result of
7 preparing the Third Amendment Additional Space Premises of eleven thousand three hundred
8 three (11,303) gross square feet of exclusive space for occupancy.

9 **Section 5. Rent.** Section 5.1 of the Lease is hereby amended in its entirety by the
10 following:

11 **5.1 RENT.** Rent under this Third Amendment to Lease shall commence no
12 earlier than March 1, 2010. Effective March 1, 2010 (unless there are Lessor delays), if the
13 Third Amendment suite expansion is available for occupancy (available for occupancy is
14 defined as Lessor receiving a building permit final and release of utilities by the City of
15 Riverside for the Third Amendment expansion and in compliance with Section 2.4 of the
16 Lease), County shall pay \$114,760.84 per month to Lessor as rent for the Premises for fifty
17 one thousand five hundred eleven (51,511) total square feet during the term of this Lease as
18 indicated below:

19	<u>Monthly</u>	<u>Year</u>	
20	<u>Amount</u>		
21	\$ 84,436.80	First	April 1, 2007
22	\$ 86,969.90	Second	April 1, 2008
23	\$ 114,760.84	Third -balance of third (and current) year	April 1, 2009
24	\$ 114,760.84	Fourth	April 1, 2010
25	\$ 114,760.84	Fifth	April 1, 2011
	\$ 123,822.69	Sixth	April 1, 2012
	\$ 127,537.36	Seventh	April 1, 2013
	\$ 131,363.49	Eighth	April 1, 2014
	\$ 135,304.39	Ninth	April 1, 2015
	\$ 139,363.52	Tenth	April 1, 1016

1 Said monthly sums shall be payable, in advance, on the first day of the month or as soon
2 thereafter as a warrant can be issued in the normal course of County's business; provided,
3 however, in the event rent for any period during the term hereof which is less than one (1) full
4 calendar month said rental shall be pro-rated based upon the actual number of days of said
5 month.

6 **Section 6. Tenant Improvements.** Section 5.2 of the Lease is hereby replaced in its
7 entirety by the following:

8 **5.2 Tenant Improvements ("TI").** Tenant improvement costs are those
9 costs for customizing and configuring the County's eleven thousand three hundred three
10 (11,303) square feet of gross Additional Space on the First Floor per the County's space plan
11 for the Third Amendment expansion. County TIs shall include: construction drawings and
12 engineering costs, carpeting, flooring, paint, hard walled offices, break rooms, data rooms,
13 HVAC, heat pumps, ducting, conference rooms, storage and supply rooms with locking
14 hardware, electrical to office and modular furniture. Note: data lines and connectivity will be
15 contracted with County Vendors at County cost. County will provide the electrical whips for
16 Lessor's electrical contractor to connect. County's tenant improvement (TI) costs per mutually
17 agreed upon plans and specifications shall be borne by Spruce Street Professional Building,
18 LLC.

19 **Section 7. County's Right to Termination After Seven Years of Occupancy.** The
20 title for Section 6.4 is hereby amended as follows:

21 **6.4 County's Right to Termination After Seven Years of Occupancy.**

22 **Section 8. Notice.** Section 6.4.1 is hereby replaced in its entirety by the following:

23 **6.4.1 Notice for downsizing.** After five (5) years from the commencement
24 date of the Original Lease, County may provide Lessor with written notification of its election to
25 downsize up to a maximum of fifty percent of the gross square footage (25,756 gross square

1 feet). The rent shall be adjusted based on the per square foot rental rate in Section 5.1 (equal
2 to the rental rate in 5.1 divided by the gross footage of 51,511 square feet), by providing
3 Lessor with at least sixty (60) days written notice prior to the date of the downsizing.

4 Section 9. Notice. Section 6.4.2 is hereby added as follows:

5 6.4.2 Notice for termination. After seven (7) years from the commencement
6 date of the original Lease, County may provide Lessor with written notification of its election to
7 terminate this Lease, per Section 6.4, by providing Lessor with at least sixty (60) days written
8 notice prior to the date of the termination.

9 Section 10. Improvements by Lessor. Section 11.1.2 is hereby amended as
10 follows:

11 Certain Classifications of Labor under this contract may be subject to prevailing wage
12 requirements. It is anticipated that TI work will or may be performed which may be subject to
13 payment of prevailing wage when performed. Pursuant to Section 1773 of the Labor Code, the
14 general prevailing wage rates, including the per diem wages applicable to the work, and for
15 holiday and overtime work, including employer payments for health and welfare, pension,
16 vacation, and similar purposes, in the county in which the work is to be done have been
17 determined by the Director of the California Department of Industrial Relations. These wages
18 are available from the California Department of Industrial Relations' Internet website at
19 <http://www.dir.ca.gov>, and are available at the main office of Agency.

20 Section 11. Capitalized Terms: Third Amendment to Prevail. Unless defined
21 herein or the context requires otherwise, all capitalized terms herein shall have the meaning
22 defined in the Lease, as heretofore amended. The provisions of this Third Amendment shall
23 prevail over any inconsistency or conflicting provisions of the Lease, as heretofore amended,
24 and shall supplement the remaining provisions thereof. The Lease remains in full force and
25 effect except to the extent amended by this Third Amendment. This Third Amendment shall

1 not be binding or deemed consummated until approved and executed by the County's Board
2 of Supervisors.

4 IN WITNESS WHEREOF, the County of Riverside and Spruce Street Professional
5 Building, LLC, have executed this Third Amendment to the Lease on the date provided above.

7 Dated: FEB 9 2010

8 SPRUCE STREET PROFESSIONAL
9 BUILDING, LLC

10 By: Ray Magnon
11 Raymond Magnon, Managing Member

12 COUNTY OF RIVERSIDE

13 By: Marion Ashley
14 Marion Ashley, Chairman
15 Board of Supervisors

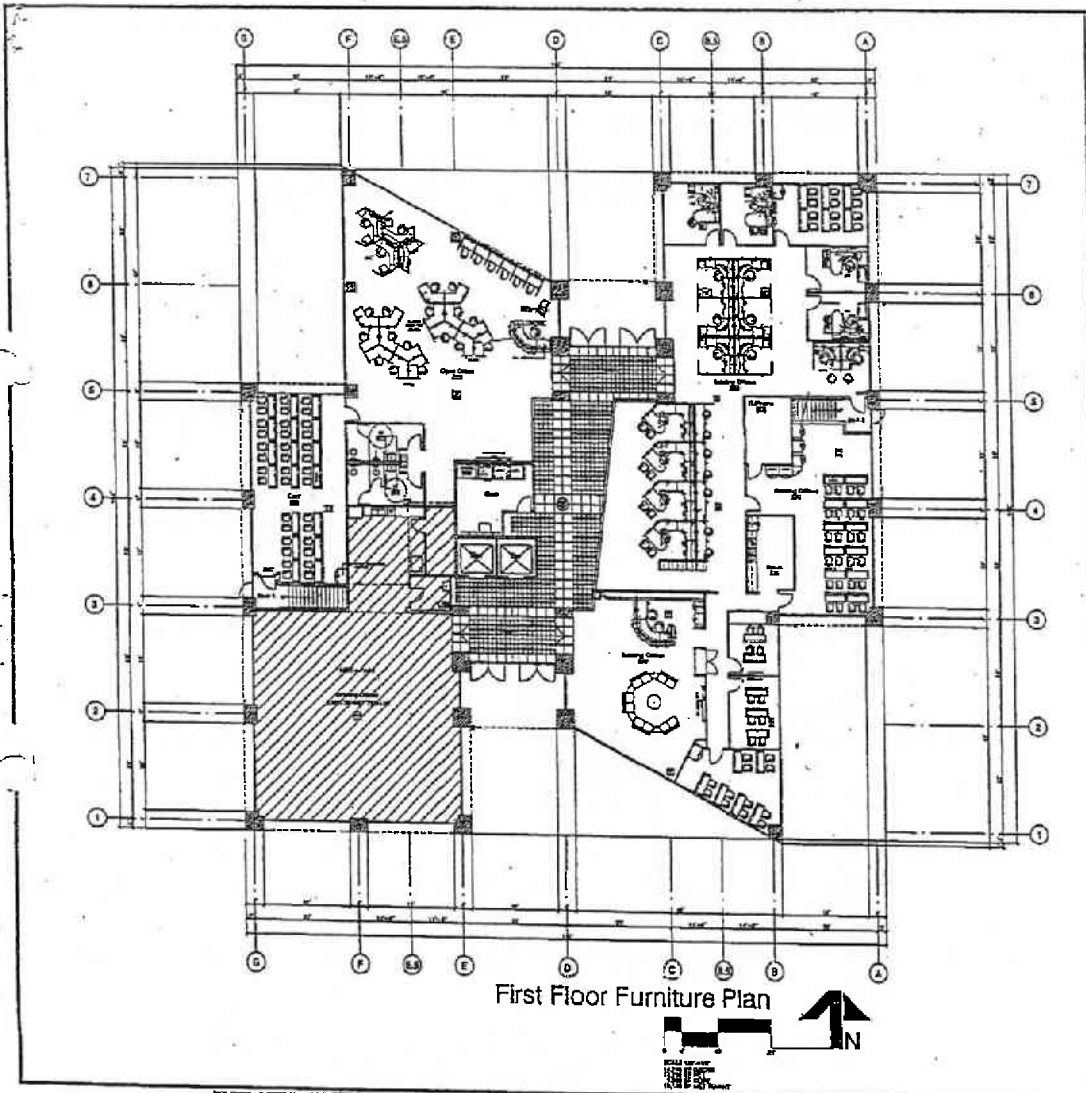
15 ATTEST:
16 Kecia Harper-Ihem
17 Clerk of the Board

18 By: David Eckles
19 Deputy

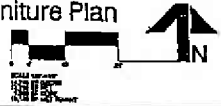
20 APPROVED AS TO FORM:
21 Pamela J. Wallis
22 County Counsel

23 By: Synthia M. Gunzel
24 Synthia M. Gunzel
25 Deputy County Counsel

HR:ra
12/28/09
RV391
13.021



First Floor Furniture Plan



Plan Notes

- 1. All work shall be in accordance with the approved plans.
- 2. All work shall be in accordance with the approved specifications.
- 3. All work shall be in accordance with the approved schedule.
- 4. All work shall be in accordance with the approved budget.
- 5. All work shall be in accordance with the approved quality control program.
- 6. All work shall be in accordance with the approved safety program.
- 7. All work shall be in accordance with the approved environmental program.
- 8. All work shall be in accordance with the approved communication program.
- 9. All work shall be in accordance with the approved risk management program.
- 10. All work shall be in accordance with the approved stakeholder engagement program.



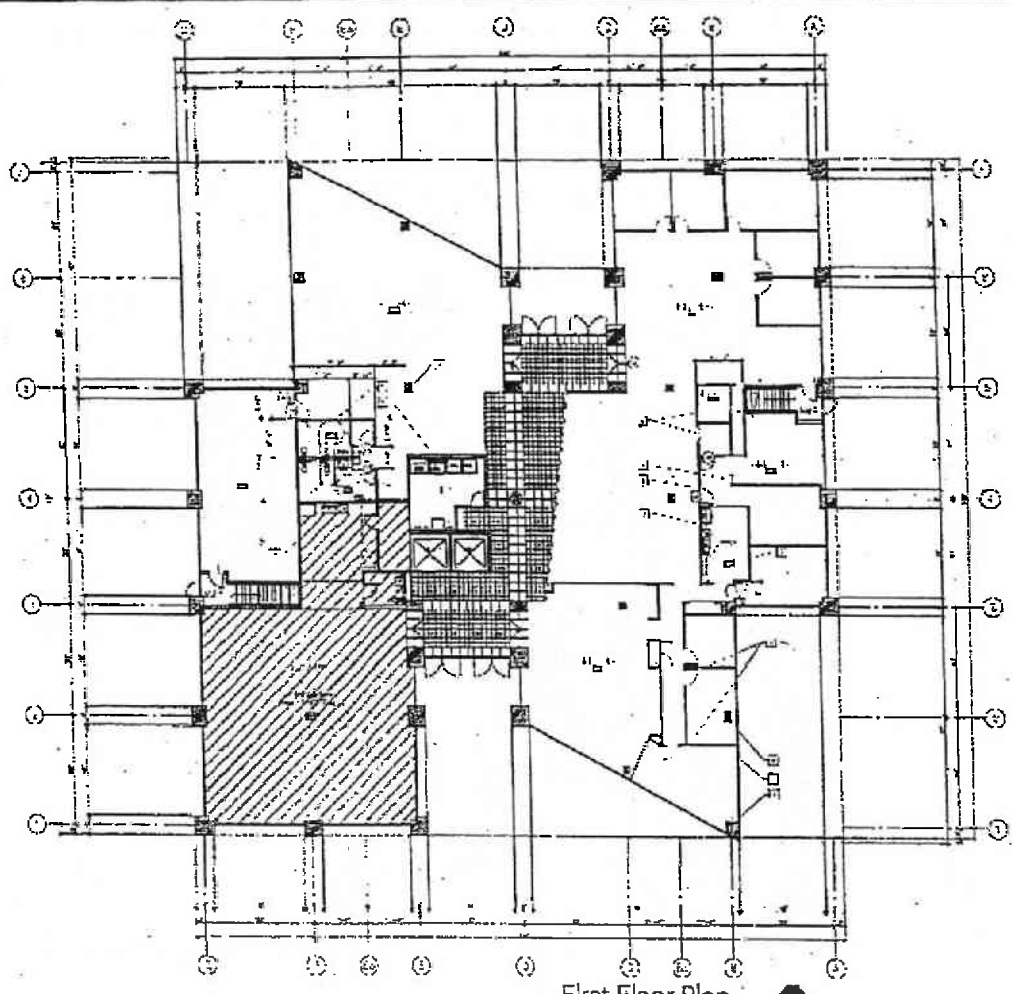
CARTER GROUP ARCHITECTS INC.
 1810 Street
 El Camino Real
 Suite F
 San Clemente
 CA 92672
 TEL: 949 488 3355
 FAX: 949 488 3863
 E MAIL: cgr@cartergroup.com

THE MAGNON COMPANIES
 415 Marlborough Avenue
 Riverside, CA 92507
 951 514 0880
 FAX 951 784-5545

PROJECT
 SPRUCE 2
 WORKFORCE
 TENANT
 IMPROVEMENT
 1225 Spruce Street
 Riverside, CA 92507

SHEET
 First Floor
 Furniture Plan

NO.	DATE	DESCRIPTION
1	10/10/07	ISSUED FOR PERMIT
2	11/15/07	REVISED PER COMMENTS
3	12/10/07	REVISED PER COMMENTS
4	01/15/08	REVISED PER COMMENTS
5	02/15/08	REVISED PER COMMENTS
6	03/15/08	REVISED PER COMMENTS
7	04/15/08	REVISED PER COMMENTS
8	05/15/08	REVISED PER COMMENTS
9	06/15/08	REVISED PER COMMENTS
10	07/15/08	REVISED PER COMMENTS
11	08/15/08	REVISED PER COMMENTS
12	09/15/08	REVISED PER COMMENTS
13	10/15/08	REVISED PER COMMENTS
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73	10/15/13	REVISED PER COMMENTS
74	11/15/13	REVISED PER COMMENTS
75	12/15/13	REVISED PER COMMENTS
76	01/15/14	REVISED PER COMMENTS
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197	02/15/24	REVISED PER COMMENTS
198	03/15/24	REVISED PER COMMENTS
199	04/15/24	REVISED PER COMMENTS
200	05/15/24	REVISED PER COMMENTS



Plan Notes

- 1. All work shall be in accordance with the approved contract documents.
- 2. All work shall be in accordance with the approved specifications.
- 3. All work shall be in accordance with the approved drawings.
- 4. All work shall be in accordance with the approved schedule.
- 5. All work shall be in accordance with the approved budget.
- 6. All work shall be in accordance with the approved quality control plan.
- 7. All work shall be in accordance with the approved safety plan.
- 8. All work shall be in accordance with the approved environmental plan.
- 9. All work shall be in accordance with the approved risk management plan.
- 10. All work shall be in accordance with the approved communication plan.

Capital for notes



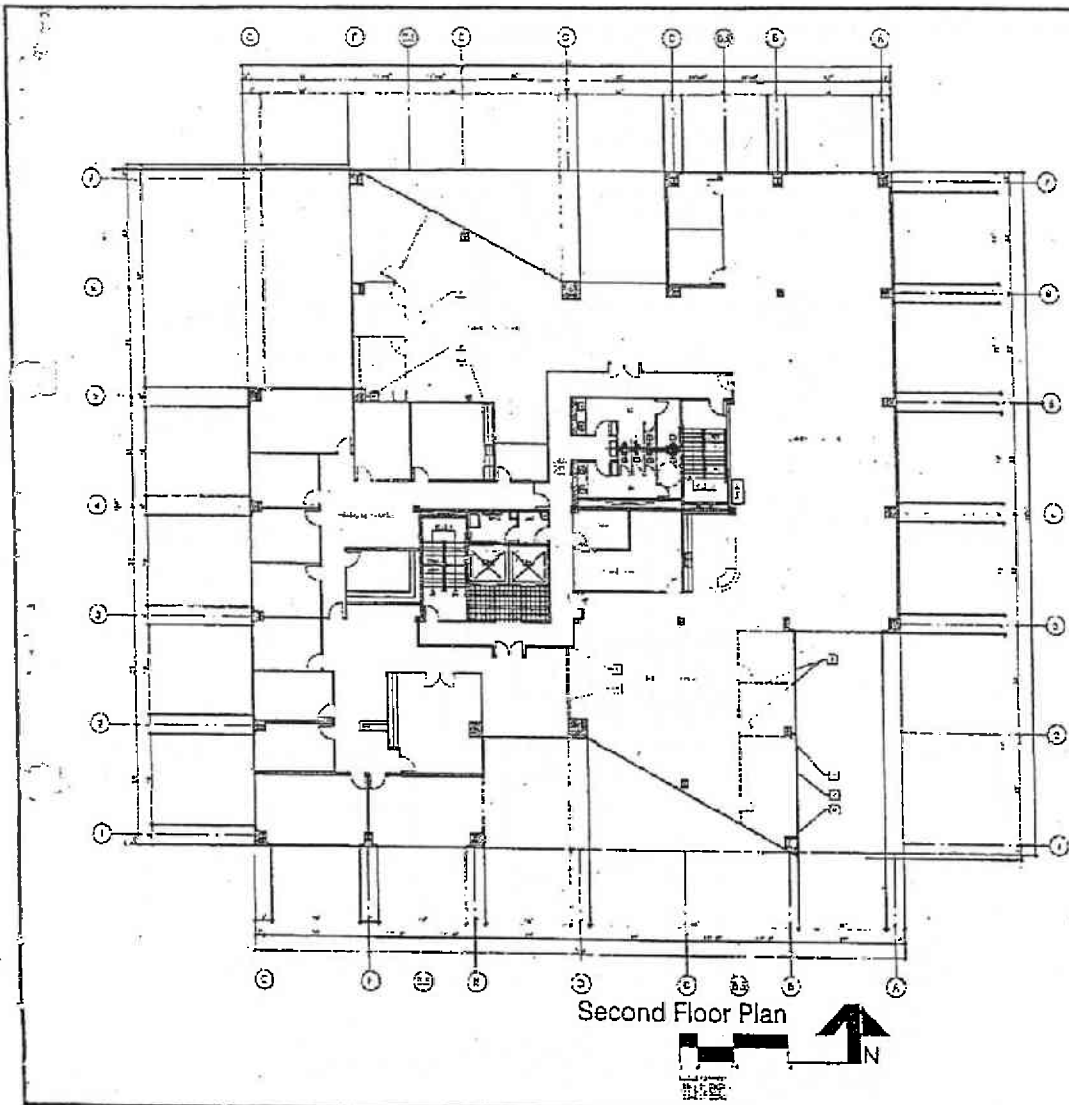
CARTER GROUP ARCHITECTS INC.
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THE WAGNON COMPANIES
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SPRUCE 2 WORKFORCE TENANT IMPROVEMENT
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First Floor Plan

Scale	1/8" = 1'-0"
North Arrow	↑ N
Revision	...
BY	...
DATE	...



Plan Notes

- 1. All work shall be in accordance with the approved plans.
- 2. All work shall be in accordance with the approved specifications.
- 3. All work shall be in accordance with the approved schedule.
- 4. All work shall be in accordance with the approved budget.
- 5. All work shall be in accordance with the approved quality control plan.
- 6. All work shall be in accordance with the approved safety plan.
- 7. All work shall be in accordance with the approved environmental plan.
- 8. All work shall be in accordance with the approved risk management plan.
- 9. All work shall be in accordance with the approved communication plan.
- 10. All work shall be in accordance with the approved stakeholder engagement plan.



CARTER GROUP ARCHITECTS INC.
 27 E. 25th St.
 LIC #A11111
 Suite 100
 San Francisco, CA 94105
 415.398.2525
 415.398.2525
 1 M.A.I.
 "Building the Future"

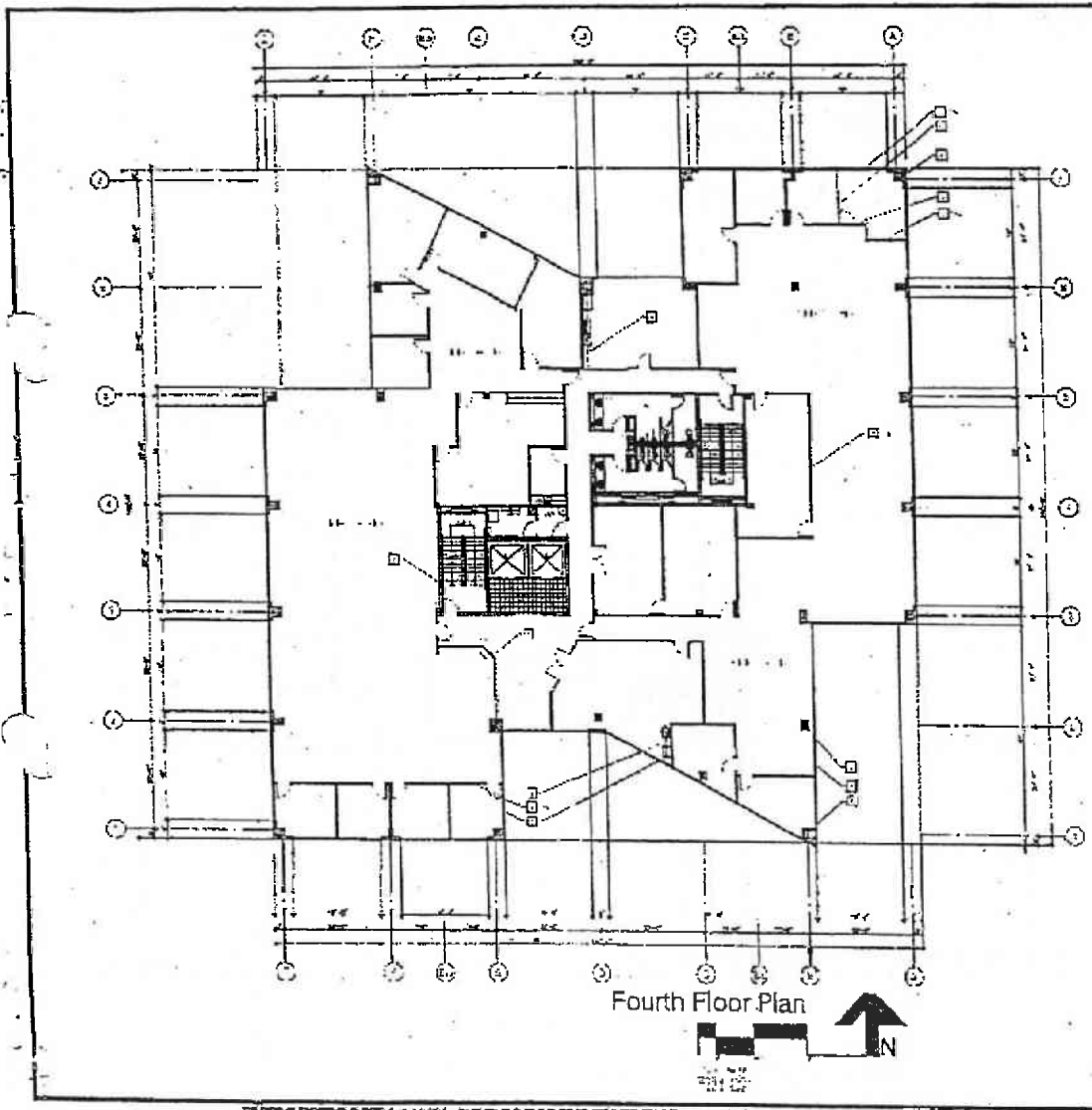
THE MAGNON COMPANIES
 315 W. Broadway Avenue
 Riverside, CA 92507
 951.508.1880
 1 AIA #178824

SPRUCE 2 WORKFORCE TENANT IMPROVEMENT
 1750 Spruce Street
 Mountain View, CA 94039


Second Floor Plan

NO.	DESCRIPTION	DATE
1	Issue for Review	10/15/2023
2	Issue for Review	10/15/2023
3	Issue for Review	10/15/2023
4	Issue for Review	10/15/2023
5	Issue for Review	10/15/2023
6	Issue for Review	10/15/2023
7	Issue for Review	10/15/2023
8	Issue for Review	10/15/2023
9	Issue for Review	10/15/2023
10	Issue for Review	10/15/2023

A2.2



- Floor Plan Notes**
- 1. All work to be in accordance with the approved contract documents.
 - 2. All work to be in accordance with the approved specifications.
 - 3. All work to be in accordance with the approved drawings.
 - 4. All work to be in accordance with the approved schedule.
 - 5. All work to be in accordance with the approved budget.
 - 6. All work to be in accordance with the approved program.
 - 7. All work to be in accordance with the approved design.
 - 8. All work to be in accordance with the approved construction.

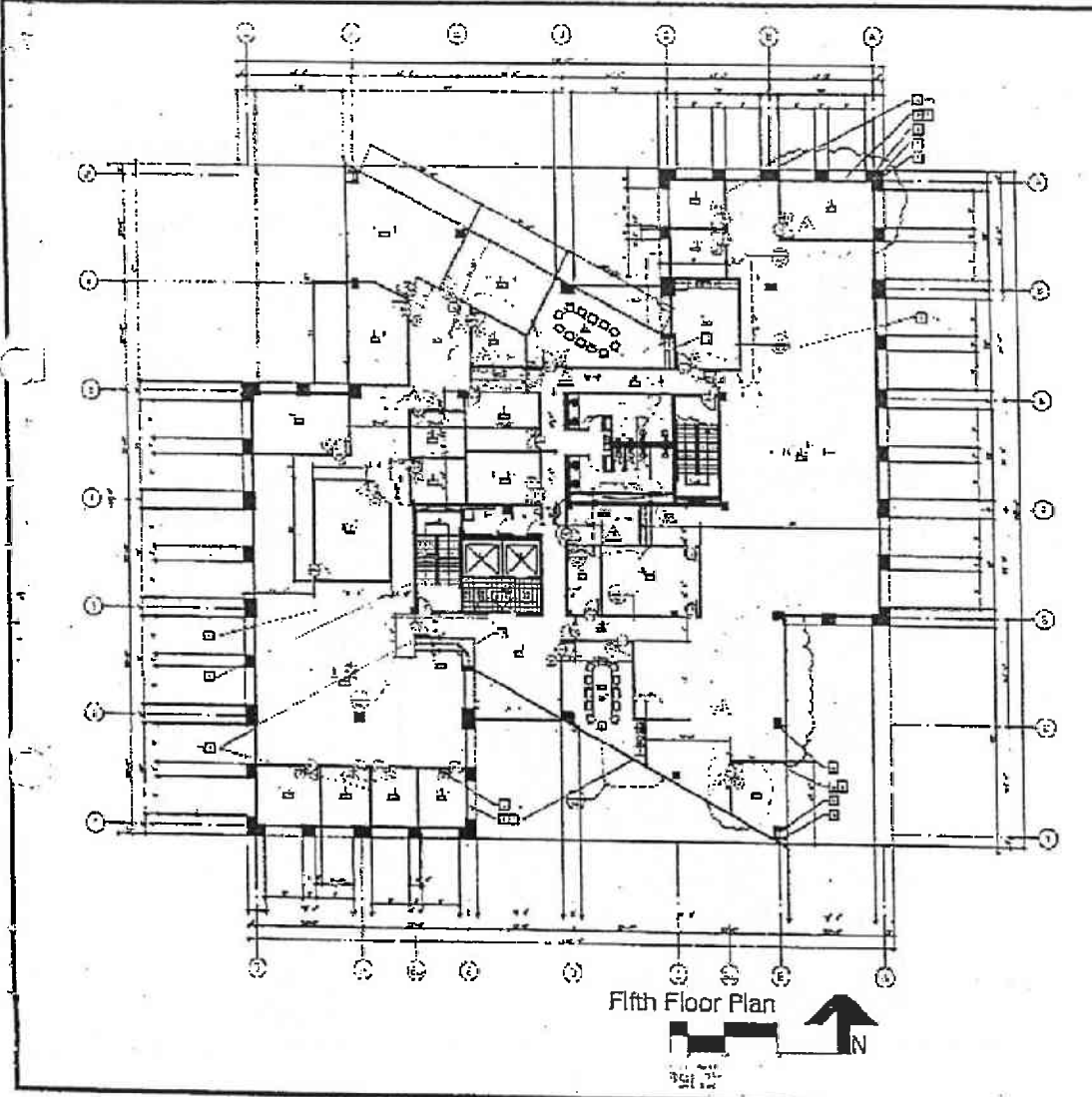


G.H. SMITH ARCHITECTS INC.
 1201 ...
 Suite ...
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THE WAGNON COMPANIES
 100 ...
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 ...

SPRUCE 2 WORKFORCE TENANT IMPROVEMENT
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4th Floor Plan



Floor Plan Notes

- REVISIONS TO EXISTING
- NEW CONSTRUCTION
- EXISTING WALLS TO REMAIN
- EXISTING WALLS TO REMAIN WITH NEW PARTITION
- EXISTING WALLS TO REMAIN WITH NEW PARTITION AND NEW CONSTRUCTION
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- EXISTING WALLS TO REMAIN WITH NEW PARTITION AND NEW CONSTRUCTION

Fifth Floor Plan

Scale

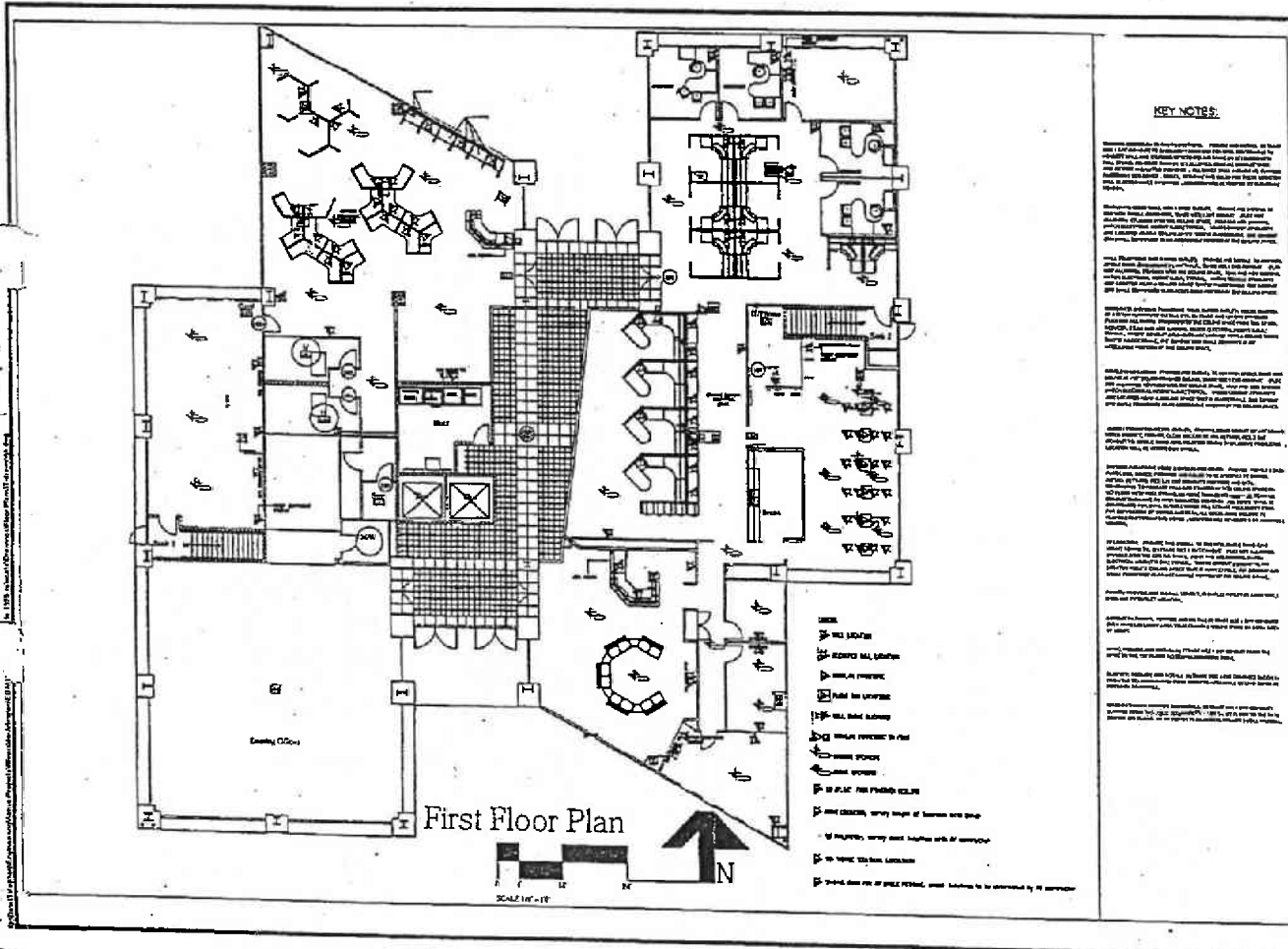
CAREY SCULLY ARCHITECTS INC.
 1115 BAY
 17th Floor
 1700 Broadway
 New York, NY 10014
 Tel: 212-437-3333
 Fax: 212-681-0808
 www.careyscully.com

THE WAGNER COMPANIES
 A Division of The WAGNER Group
 1100 Avenue of the Americas
 18th Floor
 New York, NY 10036
 Tel: 212-512-2121
 Fax: 212-512-2122

SPRUCE 2 EDA TENANT IMPROVEMENT
 1100 Avenue of the Americas
 18th Floor
 New York, NY 10036

Fifth Floor Plan

Scale	1" = 10'-0"
Date	10/20/00
Sheet No.	A2.4
Project No.	1100 Avenue of the Americas
Client	The Wagner Companies
Architect	Carey Scully Architects Inc.
Interior Designer	EDA



KEY NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE SPECIFICATIONS AND STANDARDS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND LOCAL AUTHORITIES.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND SERVICES AT ALL TIMES.

5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING STRUCTURES AND UTILITIES.

7. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE SPECIFICATIONS AND STANDARDS.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

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- 20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

RCIT

Riverside County Information Technology

Communication Bureau

1115 Main Street, Suite 4
Riverside, CA 92507

Phone: (951) 947-7200
Fax: (951) 947-7200
Web: www.rcit.net

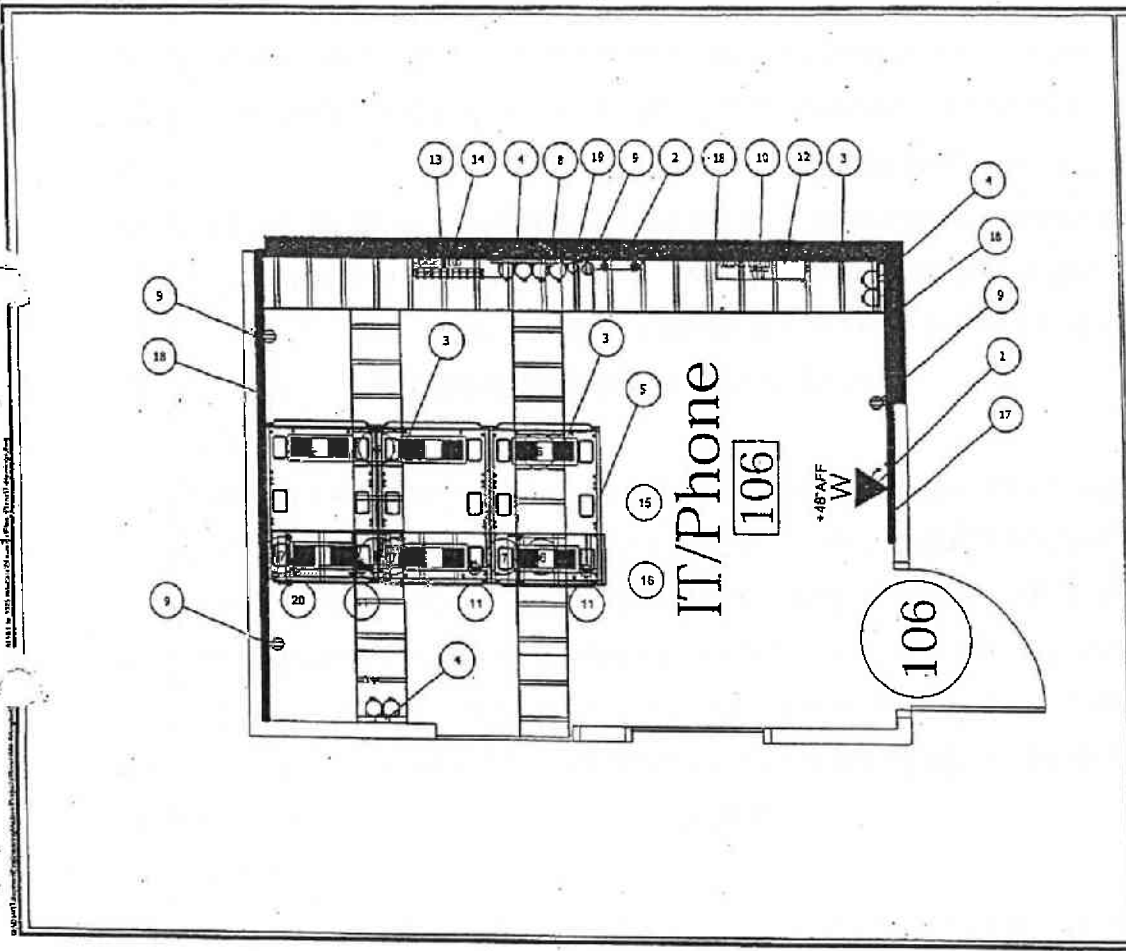
EDA
RWDC

1st Floor
Riverside, CA 92507

SHEET TITLE

T1-0

SHEET 1 OF 2



NOTES FOR THIS SHEET:

1. THIS DRAWING IS TO BE USED FOR CONSTRUCTION OF THE IT/PHONE ROOMS.

2. THE DRAWING IS TO BE USED FOR CONSTRUCTION OF THE IT/PHONE ROOMS.

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19. THE DRAWING IS TO BE USED FOR CONSTRUCTION OF THE IT/PHONE ROOMS.

RCIT
 Riverside County Information Technology Communication Bureau

1325 Broadway St., Suite 100
 Riverside, CA 92504

Phone: 951-947-1711
 Fax: 951-947-1712
 Email: rci@rcit.net

EDA RWDC
 1325 Broadway St.
 3rd Floor
 Riverside, CA 92504

DATE: 01/13/2014
 SCALE: 1/8" = 1'-0"

PROJECT TITLE:
T3-0

SHEET 2 OF 2

1 FOURTH AMENDMENT TO THE COUNTY OF RIVERSIDE LEASE
2 AT 1325 SPRUCE STREET, RIVERSIDE, CALIFORNIA
3

4 THIS FOURTH AMENDMENT TO LEASE ("Amendment"), dated as of
5 JAN. 8, 2013, is entered into by and between the SPRUCE STREET
6 PROFESSIONAL BUILDING, LLC, a California limited liability company, as Lessor,
7 and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, as
8 County.

9 Recitals

10 A. Lessor and County have entered into that certain Lease, dated June 13,
11 2006, (the "Original Lease") pursuant to which Lessor has agreed to lease to County
12 and County has agreed to lease from Lessor a portion of that certain building, more
13 commonly known as the Spruce Street Professional Building, located at 1325 Spruce
14 Street, in the City of Riverside, State of California, (the "Building"), consisting of 30,407
15 gross square feet, as more particularly described in the Lease (the "Original
16 Premises").

17 B. The Original Lease has been amended by:

18 1. That certain First Amendment to Lease dated December 12, 2006,
19 by and between Lessor and County (the "First Amendment") whereby, the County
20 leased an additional 7,654 gross square feet on the second floor of the Building.

21 2. That certain Second Amendment to Lease dated July 3, 2007, by
22 and between Lessor and County (the "Second Amendment") whereby, the County
23 leased an additional 2,147 gross square feet on the second floor of the Building.

24 3. That certain Third Amendment to Lease dated February 9, 2010,
25 by and between Lessor and County (the "Third Amendment") whereby, the County
26 leased an additional 11,303 gross square feet on the first floor of the Building.

27 C. The Original Lease, as heretofore, currently, or hereafter amended, shall
28 hereafter be referred to as the "Lease".

1 D. County desires to reduce the gross square feet of occupied space (Space
2 Reduction) as allowed under Section 6.4.1 by vacating a portion of the 4th floor and
3 returning to Lessor.

4 NOW THEREFORE, for good and valuable consideration the receipt and
5 adequacy of which is hereby acknowledged, the parties agree as follows:

6 **Section 1. Premises.** Section 2.2 of the Lease is hereby replaced in its
7 entirety by the following:

8 **2.2 Defined.** The Premises shall consist of a portion of that certain real
9 property, including all improvements therein or to be provided by Lessor under the
10 terms of this Lease, and commonly known as The Spruce Street Professional Building
11 located in the City of Riverside, State of California, and generally described as a free
12 standing building consisting of approximately seventy seven thousand (77,000) square
13 feet, of which the County leases approximately forty four thousand eight hundred sixty
14 one (44,861) gross square feet of exclusive space including twenty three thousand
15 seven hundred fifty seven (23,757) gross square feet of exclusive space on the fourth
16 and fifth floors (reduced by 6,650 square feet from the original space), nine thousand
17 eight hundred one (9,801) gross square feet of exclusive space on the second floor
18 (7,654 gross square feet of exclusive space from the First Amendment of "Additional
19 Space" and 2,147 gross square feet of additional exclusive space from the Second
20 Amendment of "Additional Space") and eleven thousand three hundred three (11,303)
21 square feet of exclusive space on the First Floor from the Third Amendment of
22 "Additional Space." This includes a minimum of one hundred sixty seven (167)
23 unreserved and unassigned parking spaces and three (3) reserved parking spaces for
24 the County and top-of-the-building signage, all as shown on the site plan attached as
25 Exhibit "A" in the Lease. It is understood that the Premises include all appurtenances
26 and easements thereto and the non-exclusive right of ingress and egress at all times to
27 and from the public streets and highways for County, its employees and invitees.
28

1 Section 2. Exhibit A. Exhibit A of the Original Lease is hereby deleted in its
2 entirety and replaced with Exhibit A attached hereto and incorporated herein by this
3 reference.

4 Section 3. Term Commencement. This Fourth Amendment shall be effective
5 upon the date of its full execution by the Parties hereto which includes approval by the
6 County of Riverside Board of Supervisors. The "Space Reduction" commences July 1,
7 2012, under the terms and conditions stated herein.

8 Section 4. Rent. Section 5.1 of the Lease is hereby amended in its entirety by
9 the following:

10 5.1 RENT. Rent under this Fourth Amendment to Lease shall
11 commence July 1, 2012, with the revised rent as indicated below:

<u>Monthly Amount</u>	<u>Year</u>	<u>Commencing</u>
\$117,037.35	Sixth	July 1, 2012
\$107,837.35	Sixth	August 1, 2012
\$111,072.50	Seventh	April 1, 2013
\$114,404.60 $\div 44,861$	Eighth	April 1, 2014 = \$2.55
\$117,836.80 $\div 44,861$	Ninth	April 1, 2015 = \$2.63
\$121,371.90 $\div 44,861$	Tenth	April 1, 2016 = \$2.70

19 Said monthly sums shall be payable, in advance, on the first day of the month or as
20 soon thereafter as a warrant can be issued in the normal course of County's business;
21 provided, however, in the event rent for any period during the term hereof which is less
22 than one (1) full calendar month said rental shall be pro-rated based upon the actual
23 number of days of said month.

24 Section 5. Tenant Improvements. Section 5.2 of the Lease is hereby replaced
25 in its entirety by the following:

26 5.2 Tenant Improvements ("TI"). Tenant improvement costs are those
27 associated with demising the Fourth Floor to accommodate County vacating 6,650
28 square feet. Fourth floor work includes architectural, planning and permit fees,

1 removal of conference room doors, framing and installation of a doorway within an
2 existing east hallway, hardware relocation, cleanup and supervision. Total cost, at
3 Lessor's sole cost and expense, shall not exceed \$9,200.00 as further defined in
4 Exhibit J herein.

5 **Section 6. Miscellaneous.** Section 19.18 of the Lease shall be amended as
6 follows:

7 **County's Notification Address:**

8 County of Riverside
9 Economic Development Agency
10 3403 Tenth Street, Suite 500
11 Riverside, CA 92501
12 Attn: Deputy Director of Real Estate
13 Telephone: (951) 955-4820

14 **Section 7. Tenant Improvements.** Upon full execution of the Fourth
15 Amendment to Lease, Lessor shall commence tenant improvements as set forth
16 herein. Work to be completed by February 28, 2013.

17 **Section 8. Capitalized Terms: Fourth Amendment to Prevail.** Unless
18 defined herein or the context requires otherwise, all capitalized terms herein shall have
19 the meaning defined in the Lease, as heretofore amended. The provision of this Fourth
20 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease,
21 as heretofore amended, and shall supplement the remaining provisions thereof. The
22 Lease remains in full force and effect except to the extent amended by this Fourth
23 Amendment. This Fourth Amendment shall not be binding or deemed consummated
24 until approved and executed by the Riverside County Board of Supervisors.

25 ///
26 ///
27 ///
28 ///

1 IN WITNESS WHEREOF, the County of Riverside and Spruce Street
2 Professional Building, LLC, have executed this Fourth Amendment to the Lease on the
3 date provided above.

4
5 Dated: Jan 8 2013

6
7 **SPRUCE STREET PROFESSIONAL**
8 **BUILDING, LLC**
9 By: [Signature]
10 Raymond Magnon, Managing Member
11 *Douglas*

12 **COUNTY OF RIVERSIDE**
13 By: [Signature]
14 John J. Benoit, Chairman
15 Board of Supervisors

16 **ATTEST:**
17 Kecia Harper-Ihem
18 Clerk of the Board
19 By: [Signature]
20 Deputy

21 **APPROVED AS TO FORM:**
22 Pamela J. Walls
23 County Counsel
24 By: [Signature]
25 Patricia Munroe
26 Deputy County Counsel

27 HR:ra/102210/RV391/14.675 S:\Real Property\TYPING\Docs-14.500 to 14,999\14.675.doc
28

SECOND AMENDMENT TO THE COUNTY OF RIVERSIDE ECONOMIC
DEVELOPMENT AGENCY (EDA) LEASE AT 1325 SPRUCE STREET, RIVERSIDE,
CALIFORNIA

The COUNTY OF RIVERSIDE ("County") and the SPRUCE STREET PROFESSIONAL BUILDING, LLC, ("Lessor"), hereby amend that certain lease dated June 13th, 2006 ("the Lease") pertaining to property known as the Spruce Street Professional Building at 1325 Spruce Street, Riverside, California, as follows:

A. Section 2.2 of the Lease is hereby amended in its entirety to read as follows:

Defined. The Premises shall consist of that certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, and commonly known as a portion of The Spruce Street Professional Building, located in the City of Riverside, State of California, and generally described as a free standing building consisting of approximately 77,000 square feet; 40,208 gross square feet of exclusive space for the County with 30,407 gross square feet of exclusive space on the fourth and fifth floors (the "Original Space") and 9,801 gross square feet of exclusive space on the second floor (7,654 gross square feet of exclusive space from the First Amendment of "Additional Space" and 2,147 gross square feet of additional exclusive space from the Second Amendment of "Additional Space") with 148 unreserved and unassigned parking spaces and 3 reserved parking spaces for the County and top-of-the-building signage, all as shown on the site plan attached as Exhibit "A" in the Lease. It is understood that the Premises include all appurtenances and easements thereto and the non-exclusive right of ingress and egress at all times to and from the public streets and highways for County, its employees and invitees.

B. Section 4.1 of the Lease is hereby amended by adding the following:

4.1.1. This Second Amendment shall be effective upon the date of its full execution by the Parties hereto which includes approval by the County of Riverside, Board of Supervisors. The Second Amendment "Additional Space" of 2,147 gross square feet of exclusive space shall be ready and available for move in by County on September 1, 2007.

C. Section 4.3 of the Lease is hereby amended as follows:
Delay in Delivery of Premises.

4.3.1. Provided County has executed plans and specifications to Lessor by July 31, 2007, and the second floor Second Amendment "Additional Space" occupancy has not commenced by November 1, 2007; County may, at its sole option, either: (a) deduct from any rents that may become due hereunder the sum of \$250 for each day the 2,147 gross square feet of additional exclusive space on the second floor Premises are not substantially complete and available for occupancy as per paragraph 2.4 (except if delay is due to change orders in the tenant improvement construction that delay delivery and are requested by the County, unforeseeable government regulatory action or, weather related factors, or the delay is caused by the sole negligence or misconduct of the County) after said date, as liquidated damages for failure to provide

occupancy in a timely manner as prescribed hereunder. Lessor and County agree that such damages are to be one of the mutually exclusive remedies, as prescribed in this Section 4, for such failure, in that at the time of entering into this Second Amendment it would be impractical and extremely difficult to fix the actual damages that would flow from Lessor's failure to provide occupancy in a timely manner, including, but not limited to, the difference in money between the total sum to be paid by County to another party for rent to Lease such party's real property, if the rental hereunder is less than the rental to be paid such other party; or if the Original Term of this Second Amendment for the second floor addition has not commenced by November 1, 2007, or (b) cancel this Second Amendment, and Lessor hereby waives any and all rights that it may have against County for any costs, expenses and/or charges that Lessor may have incurred as a result of preparing the Second Amendment "Additional Space" Premises of 2,147 gross square feet of exclusive space for occupancy.

D. Section 5.1 of the Lease is hereby amended in its entirety to read as follows:

RENT. Effective September 1, 2007 (unless there are Lessor delays), if the Second Amendment suite expansion is available for occupancy (available for occupancy is defined as Lessor having possession of a Certificate of Occupancy for the Second Amendment expansion signed by the City of Riverside), County shall pay the sum of \$2.10 per square foot for 40,208 total square feet or \$84,436.80 per month to Lessor as rent for the Premises during the term of this Lease as indicated below:

<u>Amount</u>	<u>Year</u>
\$ 84,436.80	First
\$ 86,969.90	Second
\$ 89,579.00	Third
\$ 92,266.37	Fourth
\$ 95,034.36	Fifth
\$ 97,885.39	Sixth
\$100,821.95	Seventh
\$103,846.61	Eighth
\$106,962.01	Ninth
\$110,170.87	Tenth

Said monthly sums shall be payable, in advance, on the first day of the month or as soon thereafter as a warrant can be issued in the normal course of County's business; provided, however, in the event rent for any period during the term hereof which is less than one (1) full calendar month said rental shall be pro-rated based upon the actual number of days of said month.

E. Section 5.2 of the Lease is hereby amended in its entirety to read as follows:

Tenant Improvements (TIs). Tenant improvement costs are those costs for customizing and configuring the County's 1,900 square feet of usable dedicated space

per the County's space plan (excluding restrooms) for the Second Amendment expansion. County TIs shall include: construction drawings and engineering costs for TIs; carpeting, flooring, paint, automatic door openers at main lobby, hard walled offices, break rooms, data rooms, HVAC, heat pumps, ducting, conference rooms, storage and supply rooms with locking hardware, electrical to office and modular furniture, etc. Note: data lines and connectivity will be contracted with County Vendors at County cost. Lessor to provide restrooms and elevator lobbies on the second, fourth, and fifth floors. County's tenant improvement (TI) costs are those costs above the \$35 per square foot or \$66,500 total allowance for the Second Amendment expansion, which is part of the \$1,245,930.00 total EDA allowance for TIs for the County's total 35,598 square feet of usable exclusive space and \$10,000 top-of-building signage allowance (as described in section 5.1) provided by Lessor. Such amount will be set forth in writing by an addendum to this Lease. County will pay additional TI costs in lump sum.

All other provisions of the Lease and Amendment not otherwise affected by this Second Amendment shall remain the same. This Second Amendment to the Lease shall not be binding or deemed consummated until approved and executed by County's Board of Supervisors.

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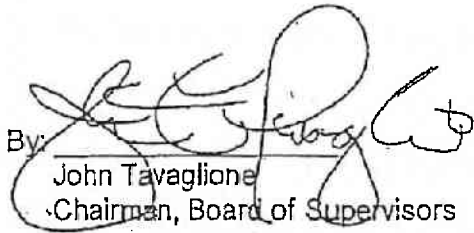
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IN WITNESS WHEREOF, the County of Riverside and Spruce Street Professional Building, LLC. have executed this Second Amendment to the Lease dated June 13th, 2006.

Dated: JULY 12, 2007

COUNTY OF RIVERSIDE

SPRUCE STREET PROFESSIONAL BUILDING, LLC.

By: 
John Tavaglione
Chairman, Board of Supervisors

By: 
Raymond Magnon
President and Chief Executive Officer

ATTEST: NANCY ROMERO
CLERK OF THE BOARD

By: 
DEPUTY Clerk of the Board

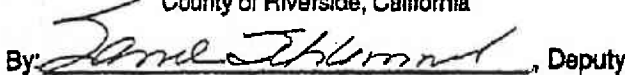
Approved as to Form

EACH DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED IS CERTIFIED TO BE A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

Dated: MAY 5, 2009

KECIA HARPER-IHEM
Clerk to the Board of Supervisors
County of Riverside, California

By: 
County Council

By:  Deputy

1 THIRD AMENDMENT TO THE COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT
2 AGENCY (EDA) LEASE AT 1325 SPRUCE STREET, RIVERSIDE CALIFORNIA

3 THIS THIRD AMENDMENT TO THE EDA LEASE ("Amendment"), dated as of
4 FEB 09 2010

5 is entered by and between the SPRUCE STREET PROFESSIONAL
6 BUILDING, LLC, a California limited liability company, as Lessor, and the COUNTY OF
7 RIVERSIDE, a political subdivision of the State of California, as County.

8 Recitals

9 A. Lessor and County have entered into that certain EDA Lease, dated as of June
10 13, 2006, (the "Original Lease") pursuant to which Lessor has agreed to lease to County and
11 County has agreed to lease from Lessor a portion of that certain building, more commonly
12 known as the Spruce Street Professional Building, located at 1325 Spruce Street, in the City of
13 Riverside, State of California, (the "Building"), consisting of 30,407 gross square feet, as more
14 particularly described in the Lease (the "Original Premises").

15 B. The Original Lease has been amended by:

16 1. That certain First Amendment to Lease dated December 12, 2006, by
17 and between Lessor and County (the "First Amendment") whereby, among other things, the
18 County leased an additional 7,654 gross square feet on the second floor of the Building.

19 2. That certain Second Amendment to Lease dated July 3, 2007, by and
20 between Lessor and County (the "Second Amendment") whereby, among other things, the
21 County leased an additional 2,147 gross square feet on the second floor of the Building.

22 C. The Original Lease, as heretofore, currently, or hereafter amended, shall
23 hereafter be referred to as the "Lease".

24 D. In addition to the Original Premises, County desires to lease from Lessor and
25 Lessor desires to lease additional exclusive space, consisting of 11,303 rentable square feet
located on the first floor of the Building (the "Additional Space") on the terms and conditions

1 set forth herein. The Original Premises and the Additional Space are collectively referred to
2 herein as the "Premises." The Original Lease together with this Amendment are collectively
3 referred to herein as the "Lease."

4 NOW THEREFORE, for good and valuable consideration the receipt and adequacy of
5 which is hereby acknowledged, the parties agree as follows:

6 Section 1. Premises. Section 2.2 of the Lease is hereby replaced in its entirety by the
7 following:

8 2.2 Defined. The Premises shall consist of that certain real property,
9 including all improvements therein or to be provided by Lessor under the terms of this Lease,
10 and commonly known as a portion of The Spruce Street Professional Building located in the
11 City of Riverside, State of California, and generally described as a free standing building
12 consisting of approximately seventy seven thousand (77,000) square feet; fifty one thousand
13 five hundred eleven (51,511) gross square feet of exclusive space for the County with thirty
14 thousand four hundred seven (30,407) gross square feet of exclusive space on the fourth and
15 fifth floors (the Original Space), nine thousand eight hundred one (9,801) gross square feet of
16 exclusive space on the second floor (7,654 gross square feet of exclusive space from the First
17 Amendment of "Additional Space" and 2,147 gross square feet of additional exclusive space
18 from the Second Amendment of "Additional Space") and eleven thousand three hundred three
19 (11,303) square feet of exclusive space on the First Floor from the Third Amendment of
20 "Additional Space", with one hundred eighty six (186) unreserved and unassigned parking
21 spaces and three (3) reserved parking spaces for the County and top-of-the-building signage,
22 " as shown on the site plan attached as E. it "A" in the Lease. It is understood that the
23 Premises include all appurtenances and easements thereto and the non-exclusive right of
24 ingress and egress at all times to and from the public streets and highways for County, its
25 employees and invitees.

1 **Section 2. Exhibit A.** Exhibit A of the Original Lease is hereby deleted in its entirety
2 and replaced with Exhibit A attached hereto and incorporated herein by this reference.

3 **Section 3. Term Commencement.** Section 4.1.1 of the Lease is hereby amended by
4 the following:

5 4.1.1. This Third Amendment shall be effective upon the date of its full
6 execution by the Parties hereto which includes approval by the County of Riverside Board of
7 Supervisors. The Third Amendment "Additional Space" of eleven thousand three hundred
8 three (11,303) gross square feet of exclusive space which shall be ready and available for
9 move in by County on March 1, 2010.

10 **Section 4. Delay in Delivery of Premises.** Section 4.3.1 of the Lease is hereby
11 amended as follows:

12 4.3.1. Provided County has executed plans and specifications to Lessor by
13 December 31, 2009, and the "Additional Space" occupancy has not commenced by March 1,
14 2010. County may, at its sole option, either: (a) deduct from any rents that may become due
15 hereunder the sum of Two Hundred Fifty Dollars (\$250) for each day the eleven thousand
16 three hundred three (11,303) gross square feet of additional exclusive space on the first floor
17 Premises are not substantially complete and available for occupancy as per paragraph 2.4
18 (except if delay is due to change orders in the tenant improvement construction that delay
19 delivery and are requested by the County, unforeseeable government regulatory action or,
20 weather related factors, or the delay is caused by the sole negligence or misconduct of the
21 County) after said date, as damages for failure to provide occupancy in a timely manner as
22 prescribed hereunder. Lessor and County agree that such damages are to be one of the
23 mutually exclusive remedies, as prescribed in this Section 4, for such failure, in that at the time
24 of entering into this Third Amendment it would be impractical and extremely difficult to fix the
25 actual damages that would flow from Lessor's failure to provide occupancy in a timely manner.

1 including, but not limited to, the difference in money between the total sum to be paid by
 2 County to another party for rent to Lease such party's real property if the rental hereunder is
 3 less than the rental to be paid such other party; or if the Original Term of this Third
 4 Amendment for the first floor addition has not commenced by March 1, 2010, or (b) cancel this
 5 Third Amendment, and Lessor hereby waives any and all rights that it may have against
 6 County for any costs, expenses and/or charges that Lessor may have incurred as a result of
 7 preparing the Third Amendment Additional Space Premises of eleven thousand three hundred
 8 three (11,303) gross square feet of exclusive space for occupancy.

9 **Section 5. Rent.** Section 5.1 of the Lease is hereby amended in its entirety by the
 10 following:

11 **5.1 RENT.** Rent under this Third Amendment to Lease shall commence no
 12 earlier than March 1, 2010. Effective March 1, 2010 (unless there are Lessor delays), if the
 13 Third Amendment suite expansion is available for occupancy (available for occupancy is
 14 defined as Lessor receiving a building permit final and release of utilities by the City of
 15 Riverside for the Third Amendment expansion and in compliance with Section 2.4 of the
 16 Lease), County shall pay \$114,760.84 per month to Lessor as rent for the Premises for fifty
 17 one thousand five hundred eleven (51,511) total square feet during the term of this Lease as
 18 indicated below:

	<u>Monthly</u>	<u>Year</u>	
	<u>Amount</u>		
19	\$ 84,436.80	First	April 1, 2007
20	\$ 86,969.90	Second	April 1, 2008
21	\$ 114,760.84	Third -balance of third (and current) year	April 1, 2009
22	\$ 114,760.84	Fourth	April 1, 2010
23	\$ 114,760.84	Fifth	April 1, 2011
24	\$ 123,822.69	Sixth	April 1, 2012
25	\$ 127,537.36	Seventh	April 1, 2013
	\$ 131,363.49	Eighth	April 1, 2014
	\$ 135,304.39	Ninth	April 1, 2015
	\$ 139,363.52	Tenth	April 1, 1016

1 Said monthly sums shall be payable, in advance, on the first day of the month or as soon
2 thereafter as a warrant can be issued in the normal course of County's business; provided,
3 however, in the event rent for any period during the term hereof which is less than one (1) full
4 calendar month said rental shall be pro-rated based upon the actual number of days of said
5 month.

6 **Section 6. Tenant Improvements.** Section 5.2 of the Lease is hereby replaced in its
7 entirety by the following:

8 **5.2 Tenant Improvements ("TI").** Tenant improvement costs are those
9 costs for customizing and configuring the County's eleven thousand three hundred three
10 (11,303) square feet of gross Additional Space on the First Floor per the County's space plan
11 for the Third Amendment expansion. County TIs shall include: construction drawings and
12 engineering costs, carpeting, flooring, paint, hard walled offices, break rooms, data rooms,
13 HVAC, heat pumps, ducting, conference rooms, storage and supply rooms with locking
14 hardware, electrical to office and modular furniture. Note: data lines and connectivity will be
15 contracted with County Vendors at County cost. County will provide the electrical whips for
16 Lessor's electrical contractor to connect. County's tenant improvement (TI) costs per mutually
17 agreed upon plans and specifications shall be borne by Spruce Street Professional Building,
18 LLC.

19 **Section 7. County's Right to Termination After Seven Years of Occupancy.** The
20 title for Section 6.4 is hereby amended as follows:

21 **6.4 County's Right to Termination After Seven Years of Occupancy.**

22 **Section 8. Notice.** Section 6.4.1 is hereby replaced in its entirety by the following:

23 **6.4.1 Notice for downsizing.** After five (5) years from the commencement
24 date of the Original Lease, County may provide Lessor with written notification of its election to
25 downsize up to a maximum of fifty percent of the gross square footage (25,756 gross square

1 feet). The rent shall be adjusted based on the per square foot rental rate in Section 5.1 (equal
2 to the rental rate in 5.1 divided by the gross footage of 51,511 square feet), by providing
3 Lessor with at least sixty (60) days written notice prior to the date of the downsizing.

4 Section 9. Notice. Section 6.4.2 is hereby added as follows:

5 6.4.2 Notice for termination. After seven (7) years from the commencement
6 date of the original Lease, County may provide Lessor with written notification of its election to
7 terminate this Lease, per Section 6.4, by providing Lessor with at least sixty (60) days written
8 notice prior to the date of the termination.

9 Section 10. Improvements by Lessor. Section 11.1.2 is hereby amended as
10 follows:

11 Certain Classifications of Labor under this contract may be subject to prevailing wage
12 requirements. It is anticipated that TI work will or may be performed which may be subject to
13 payment of prevailing wage when performed. Pursuant to Section 1773 of the Labor Code, the
14 general prevailing wage rates, including the per diem wages applicable to the work, and for
15 holiday and overtime work, including employer payments for health and welfare, pension,
16 vacation, and similar purposes, in the county in which the work is to be done have been
17 determined by the Director of the California Department of Industrial Relations. These wages
18 are available from the California Department of Industrial Relations' Internet website at
19 <http://www.dir.ca.gov>, and are available at the main office of Agency.

20 Section 11. Capitalized Terms: Third Amendment to Prevail. Unless defined
21 herein or the context requires otherwise, all capitalized terms herein shall have the meaning
22 defined in the Lease, as heretofore amended. The provisions of this Third Amendment shall
23 prevail over any inconsistency or conflicting provisions of the Lease, as heretofore amended,
24 and shall supplement the remaining provisions thereof. The Lease remains in full force and
25 effect except to the extent amended by this Third Amendment. This Third Amendment shall

1 not be binding or deemed consummated until approved and executed by the County's Board
2 of Supervisors.

3
4 IN WITNESS WHEREOF, the County of Riverside and Spruce Street Professional
5 Building, LLC, have executed this Third Amendment to the Lease on the date provided above.

6
7 Dated: FEB 9 2010

8 SPRUCE STREET PROFESSIONAL
9 BUILDING, LLC

10 By: Ray Magnon
11 Raymond Magnon, Managing Member

12 COUNTY OF RIVERSIDE

13 By: Marion Ashley
14 Marion Ashley, Chairman
15 Board of Supervisors

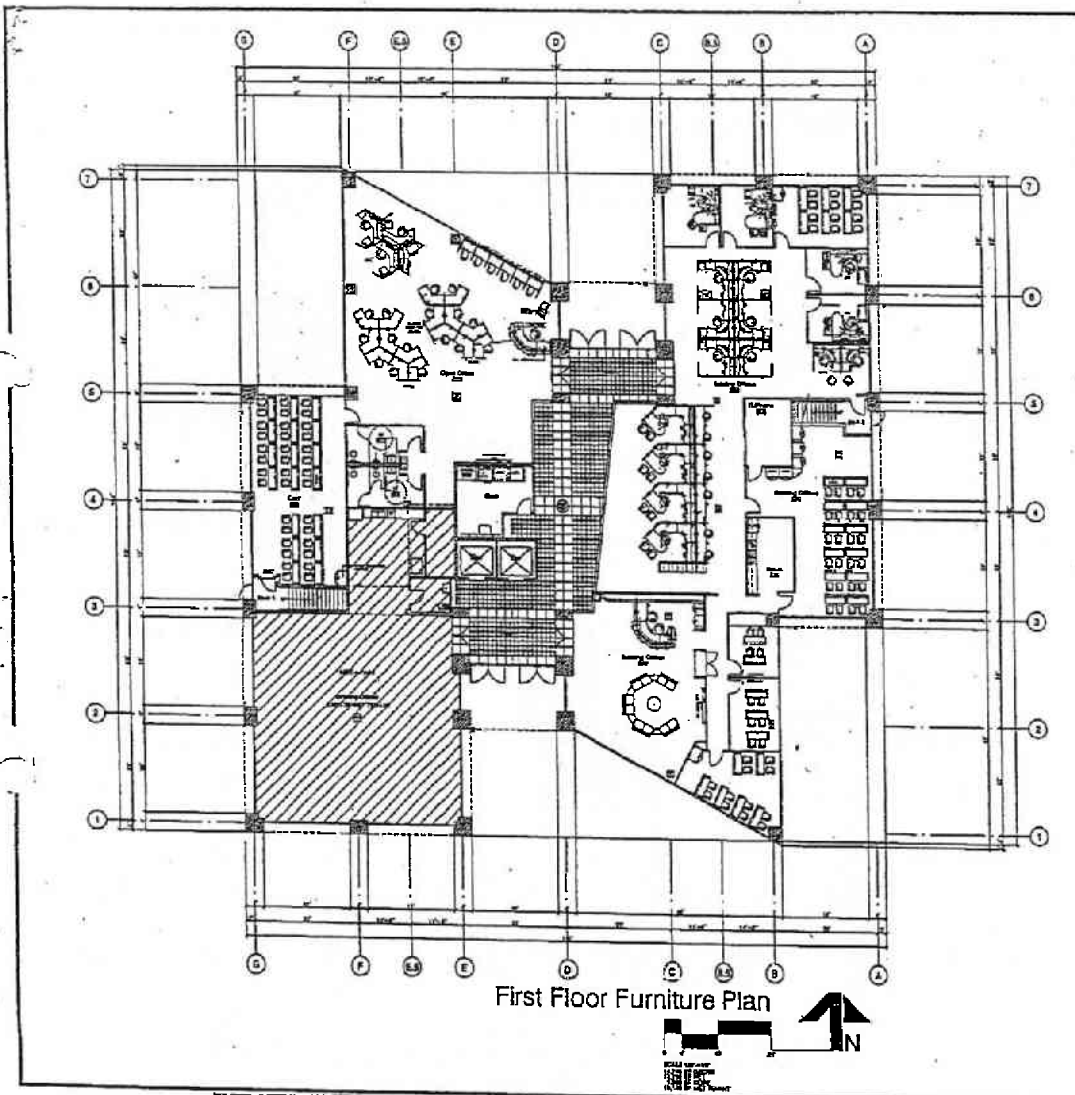
16 ATTEST:
17 Kecia Harper-Ihem
18 Clerk of the Board

19 By: David Eckles
20 Deputy

21 APPROVED AS TO FORM:
22 Pamela J. Wallis
23 County Counsel

24 By: Synthia M. Gunzel
25 Synthia M. Gunzel
Deputy County Counsel

HR:ra
12/28/09
RV391
13.021



Plan Notes

- 1. [Symbol] Existing structural walls, show true location
- 2. [Symbol] New structural walls, show true location
- 3. [Symbol] Existing structural columns, show true location
- 4. [Symbol] New structural columns, show true location
- 5. [Symbol] Existing structural beams, show true location
- 6. [Symbol] New structural beams, show true location
- 7. [Symbol] Existing structural floor, show true location
- 8. [Symbol] New structural floor, show true location
- 9. [Symbol] Existing structural roof, show true location
- 10. [Symbol] New structural roof, show true location
- 11. [Symbol] Existing structural foundation, show true location
- 12. [Symbol] New structural foundation, show true location
- 13. [Symbol] Existing structural stairs, show true location
- 14. [Symbol] New structural stairs, show true location
- 15. [Symbol] Existing structural elevators, show true location
- 16. [Symbol] New structural elevators, show true location
- 17. [Symbol] Existing structural utility rooms, show true location
- 18. [Symbol] New structural utility rooms, show true location
- 19. [Symbol] Existing structural mechanical rooms, show true location
- 20. [Symbol] New structural mechanical rooms, show true location
- 21. [Symbol] Existing structural electrical rooms, show true location
- 22. [Symbol] New structural electrical rooms, show true location
- 23. [Symbol] Existing structural telecommunication rooms, show true location
- 24. [Symbol] New structural telecommunication rooms, show true location
- 25. [Symbol] Existing structural storage rooms, show true location
- 26. [Symbol] New structural storage rooms, show true location
- 27. [Symbol] Existing structural parking spaces, show true location
- 28. [Symbol] New structural parking spaces, show true location
- 29. [Symbol] Existing structural ramps, show true location
- 30. [Symbol] New structural ramps, show true location



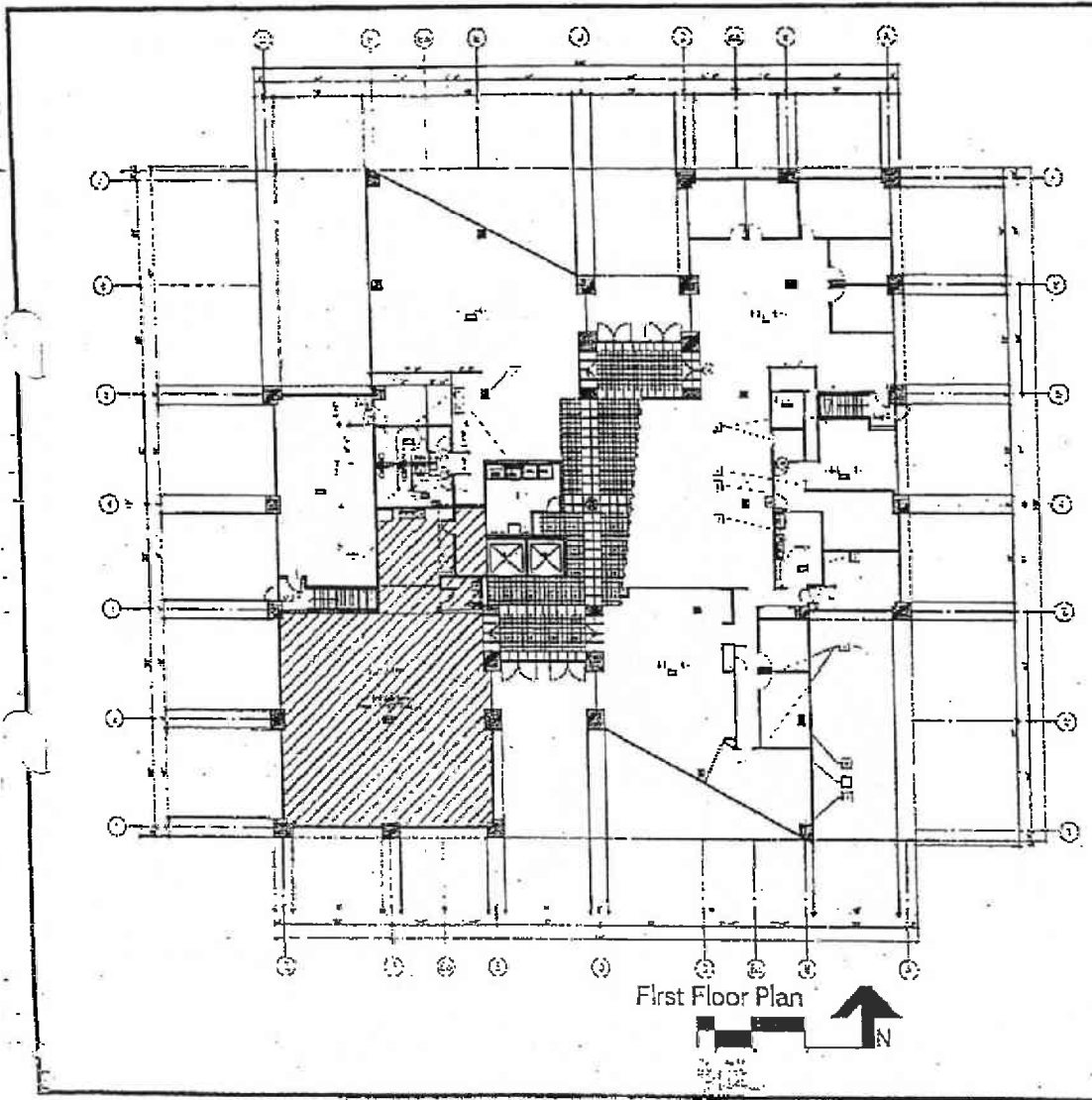
CARTER GROUP ARCHITECTS INC.
 1810 Street
 61 Camino Real
 Suite F
 San Clemente
 CA 92672
 TEL:
 949 488 3355
 FAX:
 949 488 3863
 E MAIL:
 cgroup@group.com

Developer:
THE MAGNON COMPANIES
 415 Marlborough Avenue
 Pasadena, CA
 92307
 626 484 0880
 FAX 626 794-5545

Project:
**SPRUCE 2
 WORKFORCE
 TENANT
 IMPROVEMENT**
 1255 Spruce Street
 Pasadena, CA
 92307

Sheet:
**First Floor
 Furniture Plan**

NO.	DATE	DESCRIPTION
1		Issue for Permit
2		Issue for Construction
3		Issue for A2.2



First Floor Plan



Plan Notes

- 1. All work shall be in accordance with the approved plans.
- 2. All materials shall be of the highest quality available.
- 3. All work shall be completed within the specified time frame.
- 4. All work shall be done in accordance with the applicable building codes.
- 5. All work shall be done in accordance with the applicable fire codes.
- 6. All work shall be done in accordance with the applicable safety codes.
- 7. All work shall be done in accordance with the applicable environmental codes.
- 8. All work shall be done in accordance with the applicable health codes.
- 9. All work shall be done in accordance with the applicable accessibility codes.
- 10. All work shall be done in accordance with the applicable energy codes.

Capital Notes

NO WORK TO BE DONE IN THESE AREAS



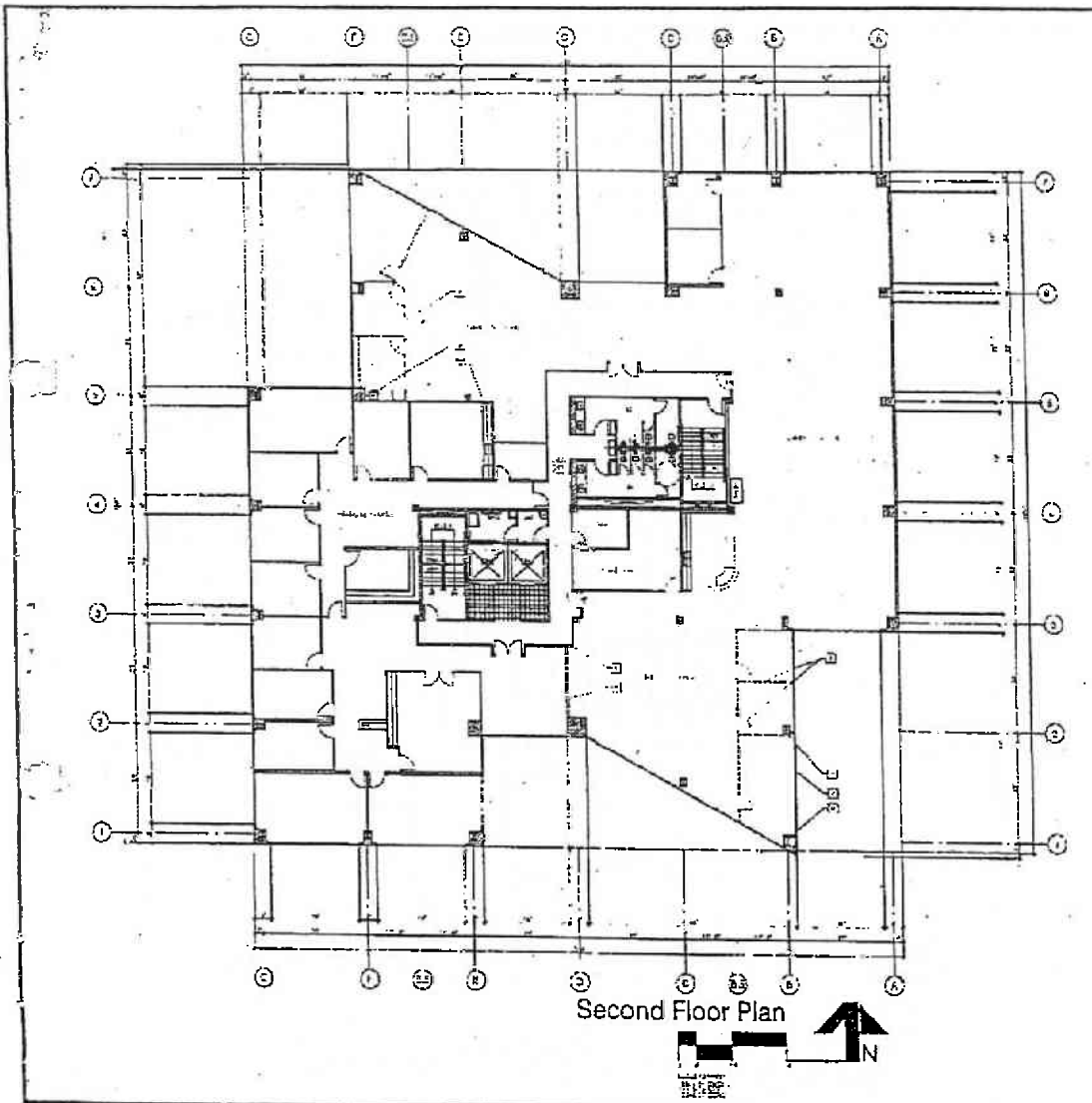
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THE WAGNON COMPANIES
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SPRUCE 2 WORKFORCE TENANT IMPROVEMENT
 ...
 ...

First Floor Plan

Scale	1/4" = 1'-0"
North Arrow	As Shown
Revision	None
Author	...
Checker	...
Approver	...
Date	...
Sheet No.	A2.1



Plan Notes

- Existing walls to remain
- New walls to be added
- Existing doors to remain
- New doors to be added
- Existing windows to remain
- New windows to be added
- Existing stairs to remain
- New stairs to be added
- Existing elevators to remain
- New elevators to be added
- Existing mechanical rooms to remain
- New mechanical rooms to be added
- Existing electrical rooms to remain
- New electrical rooms to be added
- Existing plumbing rooms to remain
- New plumbing rooms to be added
- Existing fire alarm control panels to remain
- New fire alarm control panels to be added
- Existing fire alarm pull stations to remain
- New fire alarm pull stations to be added
- Existing fire alarm sounders to remain
- New fire alarm sounders to be added
- Existing fire alarm control units to remain
- New fire alarm control units to be added
- Existing fire alarm control panels to remain
- New fire alarm control panels to be added
- Existing fire alarm pull stations to remain
- New fire alarm pull stations to be added
- Existing fire alarm sounders to remain
- New fire alarm sounders to be added
- Existing fire alarm control units to remain
- New fire alarm control units to be added



CARTER GROUP ARCHITECTS INC.
 27 E. 28th St.
 LICENT 10001
 Suite 100
 San Francisco, CA 94103
 415.774.2222
 FAX 415.774.2222
 1 MAIL
 415.774.2222

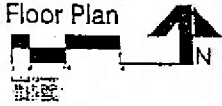
THE MAGNON COMPANIES
 315 W. Broadway Street
 Portland, OR 97201
 503.462.1880
 1 Aerial 748245

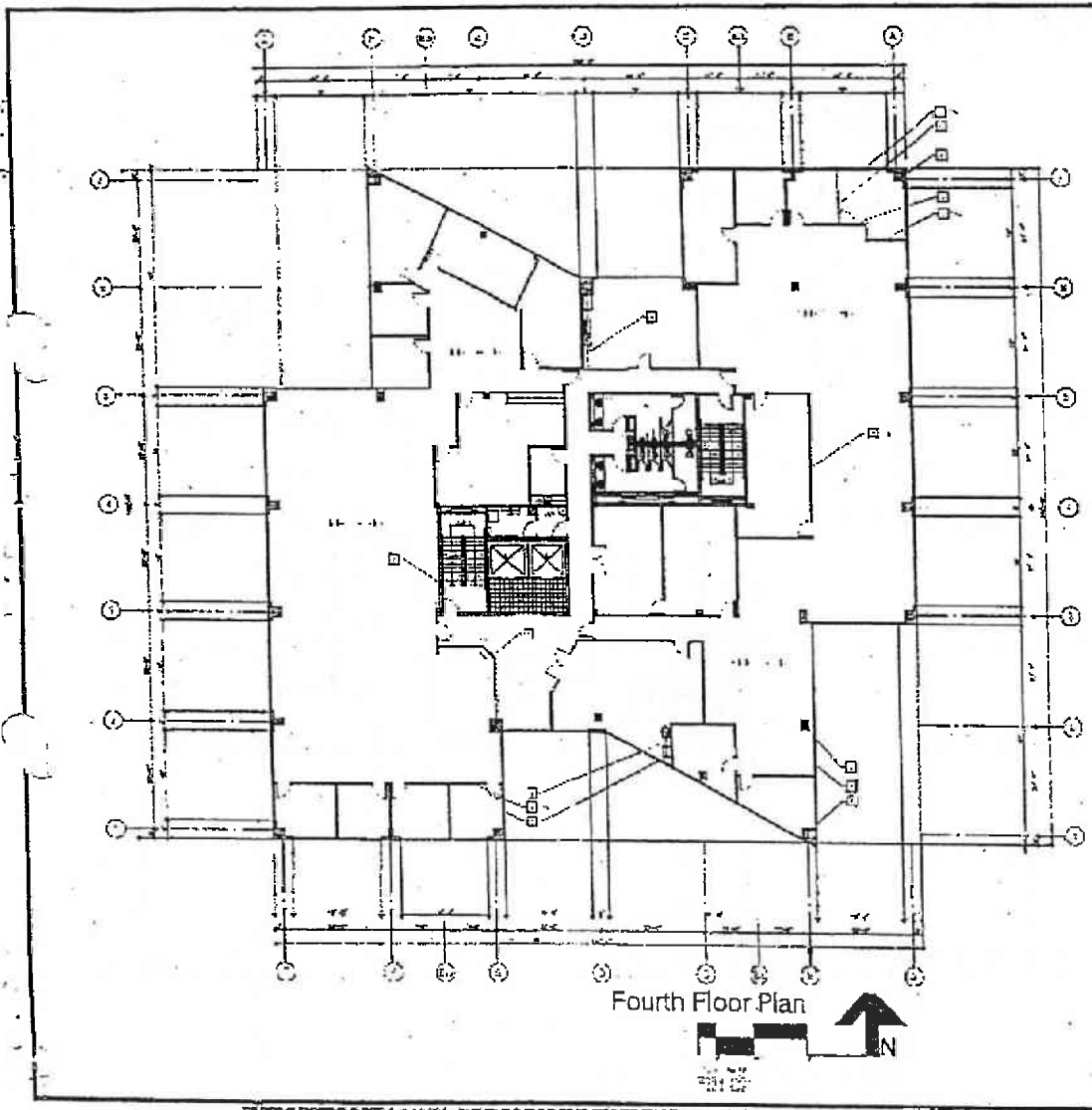
SPRUCE 2 WORKFORCE TENANT IMPROVEMENT
 1000 Spruce Street
 Portland, OR 97201

Second Floor Plan

NO.	DATE	BY	DESCRIPTION
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94	10/15/01
95	10/15/01
96	10/15/01
97	10/15/01
98	10/15/01
99	10/15/01
100	10/15/01

Second Floor Plan





Floor Plan Notes

- 1. All work to be in accordance with the approved contract documents.
- 2. All work to be in accordance with the approved specifications.
- 3. All work to be in accordance with the approved drawings.
- 4. All work to be in accordance with the approved schedule.
- 5. All work to be in accordance with the approved budget.
- 6. All work to be in accordance with the approved program.
- 7. All work to be in accordance with the approved design.
- 8. All work to be in accordance with the approved construction.



G.H. SMITH ARCHITECTS INC.
 1201 ...
 Suite ...
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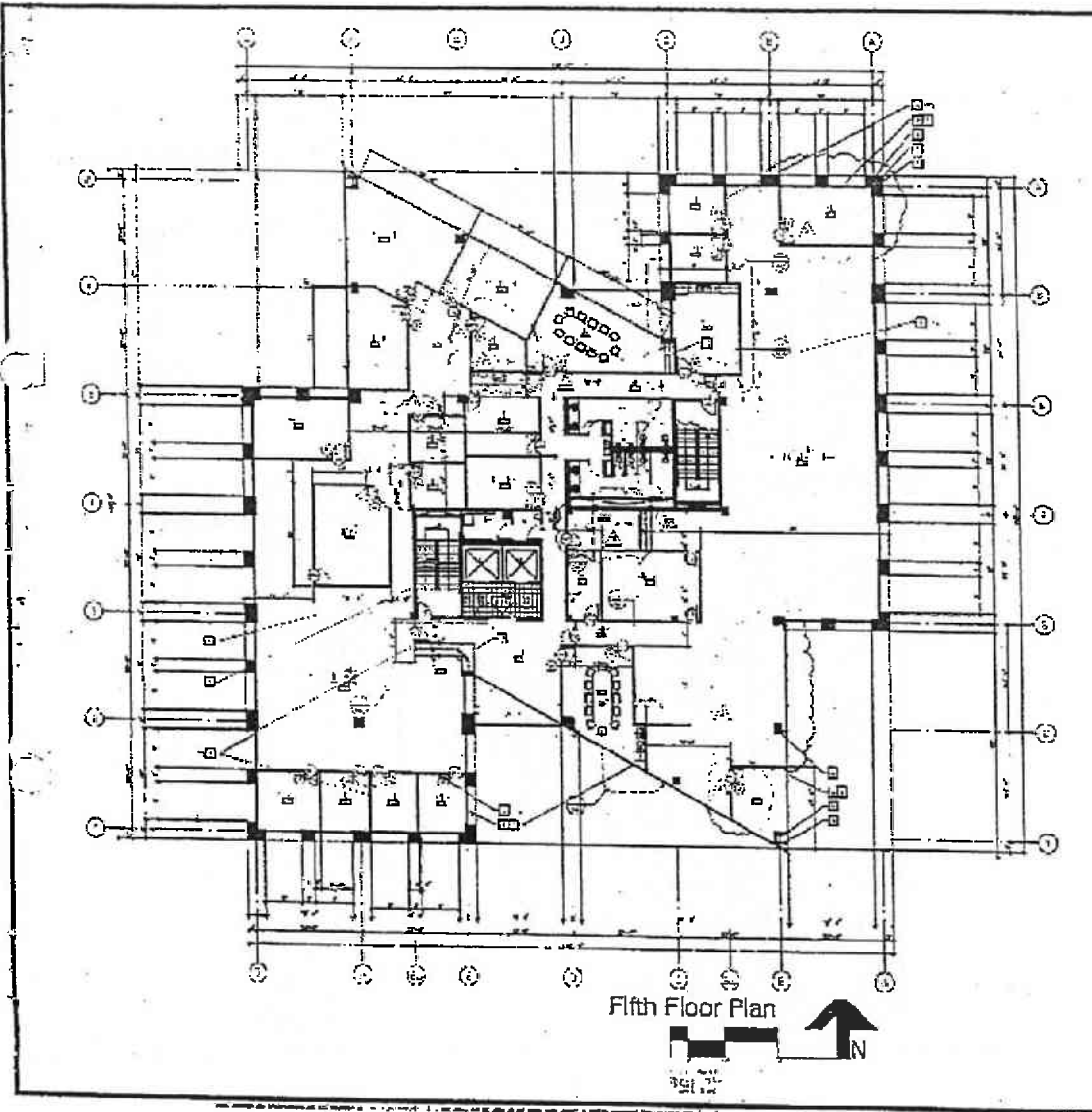
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SPRUCE 2 WORKFORCE TENANT IMPROVEMENT
 ...
 ...

4th Floor Plan

Scale: 1/8" = 1'-0"

North Arrow



Floor Plan Notes

- Room to be removed
- Room to be added
- Room to be modified
- Room to be relocated
- Room to be enlarged
- Room to be reduced
- Room to be reconfigured
- Room to be re-zoned
- Room to be re-graded
- Room to be re-sited
- Room to be re-located
- Room to be re-oriented
- Room to be re-arranged
- Room to be re-constructed
- Room to be re-developed
- Room to be re-occupied
- Room to be re-leased
- Room to be re-rented
- Room to be re-sold
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- Room to be re-leased
- Room to be re-rented
- Room to be re-sold
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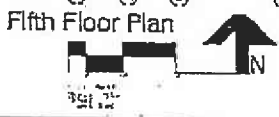


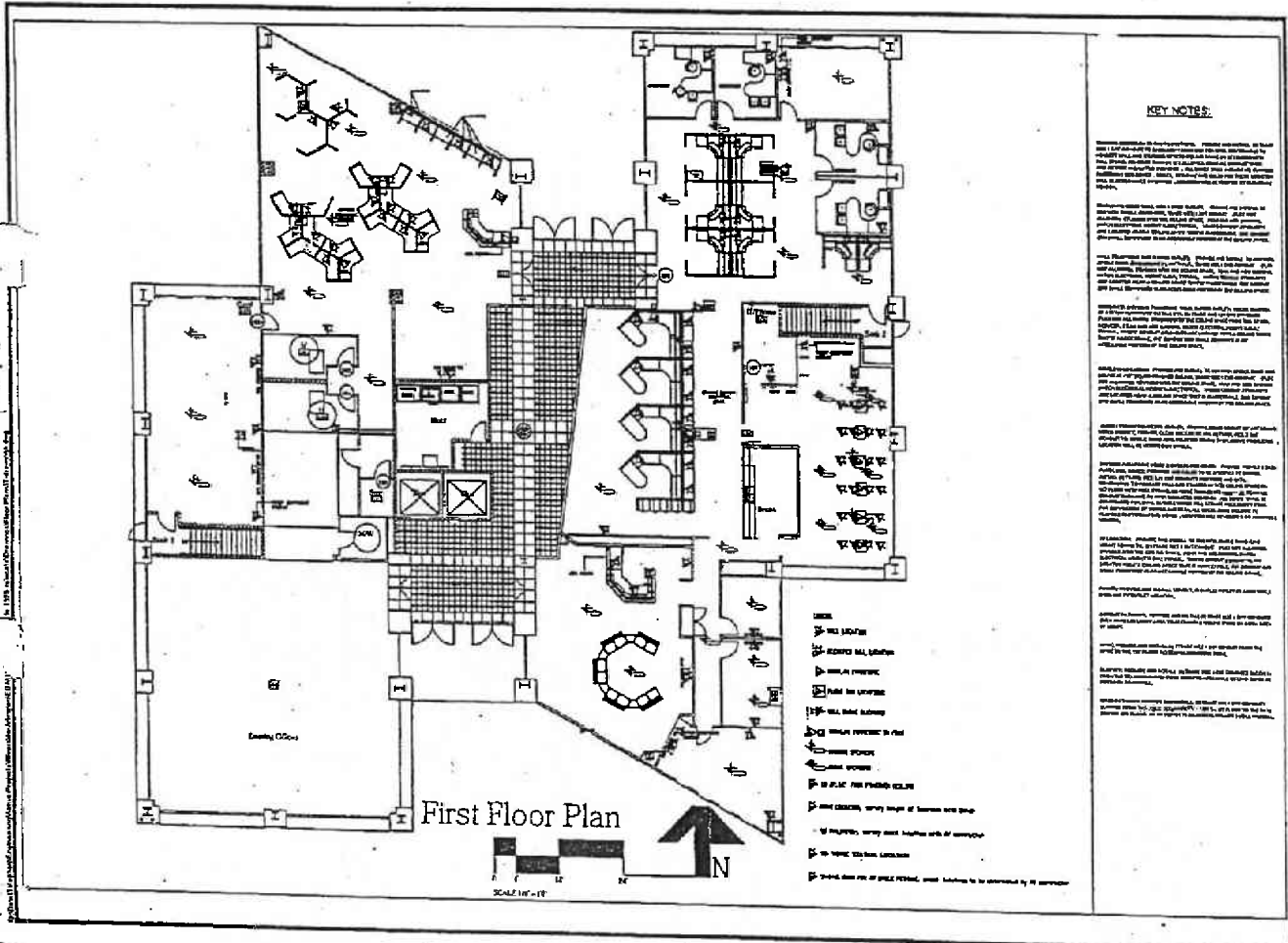
CAREY GROUP ARCHITECTS INC.
 1111 11th St
 Suite 1000
 Seattle, WA 98101
 Tel: 206.461.1111
 Fax: 206.461.1111
 www.careygroup.com

THE WAGNER COMPANIES
 1111 11th St
 Suite 1000
 Seattle, WA 98101
 Tel: 206.461.1111
 Fax: 206.461.1111

**SPRUCE 2
 EDA
 TENANT
 IMPROVEMENT**
 1111 11th St
 Suite 1000
 Seattle, WA 98101

Fifth Floor Plan





KEY NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS AS APPLICABLE TO THIS PROJECT.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND LOCAL AGENCIES.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

5. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY CONSTRUCTION.

6. THE CONTRACTOR SHALL MAINTAIN CLEAR EGRESS PATHS AT ALL TIMES.

7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

9. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

10. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORKING ENVIRONMENT AT ALL TIMES.

11. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

13. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

14. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORKING ENVIRONMENT AT ALL TIMES.

15. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS AS APPLICABLE TO THIS PROJECT.
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- 3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND LOCAL AGENCIES.
- 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
- 5. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY CONSTRUCTION.
- 6. THE CONTRACTOR SHALL MAINTAIN CLEAR EGRESS PATHS AT ALL TIMES.
- 7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.
- 9. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
- 10. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORKING ENVIRONMENT AT ALL TIMES.
- 11. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.
- 13. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
- 14. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORKING ENVIRONMENT AT ALL TIMES.
- 15. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

RCIT

Riverside
County
Information
Technology

Communication
Bureau

1111 Main Street, Suite 4
Riverside, CA 92507

Phone: (951) 947-7300
Fax: (951) 947-7301
Email: info@rcit.net

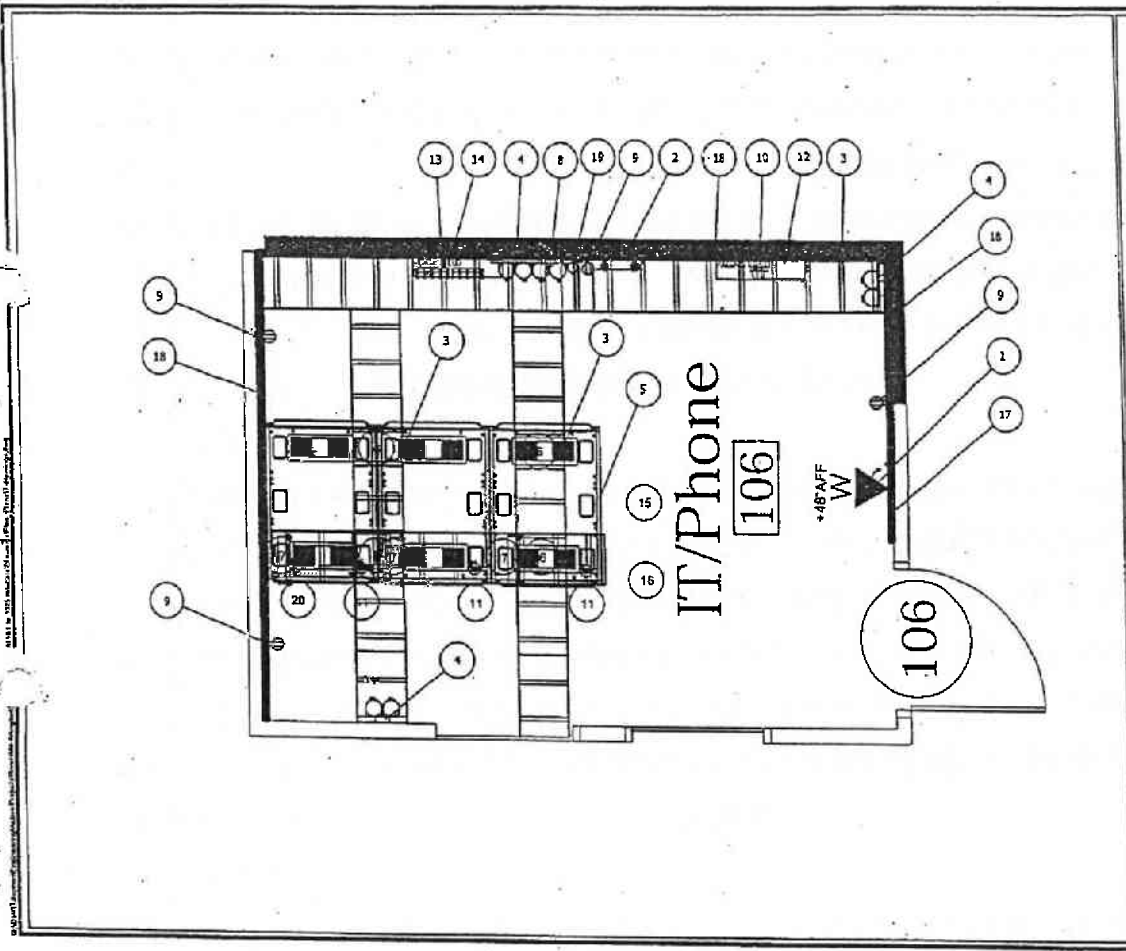
EDA
RWDC

1111 Main Street, Suite 4
Riverside, CA 92507

SHEET TITLE

T1-0

SHEET 1 OF 2



NOTES FOR THIS SHEET:

1. THIS SHEET IS TO BE USED FOR THE DESIGN AND CONSTRUCTION OF THE IT/PHONE ROOMS.

2. THE ROOMS SHALL BE DESIGNED TO ACCOMMODATE THE EQUIPMENT AND PERSONNEL AS SHOWN ON THIS SHEET.

3. THE ROOMS SHALL BE DESIGNED TO ACCOMMODATE THE EQUIPMENT AND PERSONNEL AS SHOWN ON THIS SHEET.

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18. THE ROOMS SHALL BE DESIGNED TO ACCOMMODATE THE EQUIPMENT AND PERSONNEL AS SHOWN ON THIS SHEET.

19. THE ROOMS SHALL BE DESIGNED TO ACCOMMODATE THE EQUIPMENT AND PERSONNEL AS SHOWN ON THIS SHEET.

20. THE ROOMS SHALL BE DESIGNED TO ACCOMMODATE THE EQUIPMENT AND PERSONNEL AS SHOWN ON THIS SHEET.

RCIT
 Riverside
 County
 Information
 Technology
 Communication
 Bureau

1375 Broadway St., Suite 100
 Redding, CA 96001

Phone: 530.241.1234
 Fax: 530.241.1235
 Email: info@rcit.org

EDA
 RWDC

1325 Broadway St.
 3rd Floor
 Redding, CA 96001

DATE: 01/13/2014
 SCALE: 1/8" = 1'-0"

NEXT TITLE
 T3-0

SHEET 2 OF 2

1 FOURTH AMENDMENT TO THE COUNTY OF RIVERSIDE LEASE
2 AT 1325 SPRUCE STREET, RIVERSIDE, CALIFORNIA
3

4 THIS FOURTH AMENDMENT TO LEASE ("Amendment"), dated as of
5 JAN. 8, 2013, is entered into by and between the SPRUCE STREET
6 PROFESSIONAL BUILDING, LLC, a California limited liability company, as Lessor,
7 and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, as
8 County.

9 Recitals

10 A. Lessor and County have entered into that certain Lease, dated June 13,
11 2006, (the "Original Lease") pursuant to which Lessor has agreed to lease to County
12 and County has agreed to lease from Lessor a portion of that certain building, more
13 commonly known as the Spruce Street Professional Building, located at 1325 Spruce
14 Street, in the City of Riverside, State of California, (the "Building"), consisting of 30,407
15 gross square feet, as more particularly described in the Lease (the "Original
16 Premises").

17 B. The Original Lease has been amended by:

18 1. That certain First Amendment to Lease dated December 12, 2006,
19 by and between Lessor and County (the "First Amendment") whereby, the County
20 leased an additional 7,654 gross square feet on the second floor of the Building.

21 2. That certain Second Amendment to Lease dated July 3, 2007, by
22 and between Lessor and County (the "Second Amendment") whereby, the County
23 leased an additional 2,147 gross square feet on the second floor of the Building.

24 3. That certain Third Amendment to Lease dated February 9, 2010,
25 by and between Lessor and County (the "Third Amendment") whereby, the County
26 leased an additional 11,303 gross square feet on the first floor of the Building.

27 C. The Original Lease, as heretofore, currently, or hereafter amended, shall
28 hereafter be referred to as the "Lease".

1 D. County desires to reduce the gross square feet of occupied space (Space
2 Reduction) as allowed under Section 6.4.1 by vacating a portion of the 4th floor and
3 returning to Lessor.

4 NOW THEREFORE, for good and valuable consideration the receipt and
5 adequacy of which is hereby acknowledged, the parties agree as follows:

6 **Section 1. Premises.** Section 2.2 of the Lease is hereby replaced in its
7 entirety by the following:

8 **2.2 Defined.** The Premises shall consist of a portion of that certain real
9 property, including all improvements therein or to be provided by Lessor under the
10 terms of this Lease, and commonly known as The Spruce Street Professional Building
11 located in the City of Riverside, State of California, and generally described as a free
12 standing building consisting of approximately seventy seven thousand (77,000) square
13 feet, of which the County leases approximately forty four thousand eight hundred sixty
14 one (44,861) gross square feet of exclusive space including twenty three thousand
15 seven hundred fifty seven (23,757) gross square feet of exclusive space on the fourth
16 and fifth floors (reduced by 6,650 square feet from the original space), nine thousand
17 eight hundred one (9,801) gross square feet of exclusive space on the second floor
18 (7,654 gross square feet of exclusive space from the First Amendment of "Additional
19 Space" and 2,147 gross square feet of additional exclusive space from the Second
20 Amendment of "Additional Space") and eleven thousand three hundred three (11,303)
21 square feet of exclusive space on the First Floor from the Third Amendment of
22 "Additional Space." This includes a minimum of one hundred sixty seven (167)
23 unreserved and unassigned parking spaces and three (3) reserved parking spaces for
24 the County and top-of-the-building signage, all as shown on the site plan attached as
25 Exhibit "A" in the Lease. It is understood that the Premises include all appurtenances
26 and easements thereto and the non-exclusive right of ingress and egress at all times to
27 and from the public streets and highways for County, its employees and invitees.
28

1 Section 2. Exhibit A. Exhibit A of the Original Lease is hereby deleted in its
2 entirety and replaced with Exhibit A attached hereto and incorporated herein by this
3 reference.

4 Section 3. Term Commencement. This Fourth Amendment shall be effective
5 upon the date of its full execution by the Parties hereto which includes approval by the
6 County of Riverside Board of Supervisors. The "Space Reduction" commences July 1,
7 2012, under the terms and conditions stated herein.

8 Section 4. Rent. Section 5.1 of the Lease is hereby amended in its entirety by
9 the following:

10 5.1 RENT. Rent under this Fourth Amendment to Lease shall
11 commence July 1, 2012, with the revised rent as indicated below:

<u>Monthly Amount</u>	<u>Year</u>	<u>Commencing</u>
\$117,037.35	Sixth	July 1, 2012
\$107,837.35	Sixth	August 1, 2012
\$111,072.50	Seventh	April 1, 2013
\$114,404.60 $\div 44,861$	Eighth	April 1, 2014 = \$2.55
\$117,836.80 $\div 44,861$	Ninth	April 1, 2015 = \$2.63
\$121,371.90 $\div 44,861$	Tenth	April 1, 2016 = \$2.70

19 Said monthly sums shall be payable, in advance, on the first day of the month or as
20 soon thereafter as a warrant can be issued in the normal course of County's business;
21 provided, however, in the event rent for any period during the term hereof which is less
22 than one (1) full calendar month said rental shall be pro-rated based upon the actual
23 number of days of said month.

24 Section 5. Tenant Improvements. Section 5.2 of the Lease is hereby replaced
25 in its entirety by the following:

26 5.2 Tenant Improvements ("TI"). Tenant improvement costs are those
27 associated with demising the Fourth Floor to accommodate County vacating 6,650
28 square feet. Fourth floor work includes architectural, planning and permit fees,

1 removal of conference room doors, framing and installation of a doorway within an
2 existing east hallway, hardware relocation, cleanup and supervision. Total cost, at
3 Lessor's sole cost and expense, shall not exceed \$9,200.00 as further defined in
4 Exhibit J herein.

5 **Section 6. Miscellaneous.** Section 19.18 of the Lease shall be amended as
6 follows:

7 **County's Notification Address:**

8 County of Riverside
9 Economic Development Agency
10 3403 Tenth Street, Suite 500
11 Riverside, CA 92501
12 Attn: Deputy Director of Real Estate
13 Telephone: (951) 955-4820

14 **Section 7. Tenant Improvements.** Upon full execution of the Fourth
15 Amendment to Lease, Lessor shall commence tenant improvements as set forth
16 herein. Work to be completed by February 28, 2013.

17 **Section 8. Capitalized Terms: Fourth Amendment to Prevail.** Unless
18 defined herein or the context requires otherwise, all capitalized terms herein shall have
19 the meaning defined in the Lease, as heretofore amended. The provision of this Fourth
20 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease,
21 as heretofore amended, and shall supplement the remaining provisions thereof. The
22 Lease remains in full force and effect except to the extent amended by this Fourth
23 Amendment. This Fourth Amendment shall not be binding or deemed consummated
24 until approved and executed by the Riverside County Board of Supervisors.

25 ///
26 ///
27 ///
28 ///

1 IN WITNESS WHEREOF, the County of Riverside and Spruce Street
2 Professional Building, LLC, have executed this Fourth Amendment to the Lease on the
3 date provided above.

4
5 Dated: Jan 8 2013

6
7 **SPRUCE STREET PROFESSIONAL**
8 **BUILDING, LLC**
9 By: [Signature]
10 Raymond Magnon, Managing Member
11 *Douglas*

12 **COUNTY OF RIVERSIDE**
13 By: [Signature]
14 John J. Benoit, Chairman
15 Board of Supervisors

16 **ATTEST:**
17 Kecia Harper-Ihem
18 Clerk of the Board
19 By: [Signature]
20 Deputy

21 **APPROVED AS TO FORM:**
22 Pamela J. Walls
23 County Counsel
24 By: [Signature]
25 Patricia Munroe
26 Deputy County Counsel

27 HR:ra/102210/RV391/14.675 S:\Real Property\TYPING\Docs-14.500 to 14,999\14.675.doc
28

STANDARD SUBLEASE FORM

<u>SUBLEASE COVERING PREMISES LOCATED AT</u> 1325 Spruce Street Riverside, CA 92507
<u>SUBLESSOR'S FED. TAX I.D., NO. OR SOCIAL SECURITY NO.</u> 95-6000930
<u>SUBTENANT AGENCY</u> Employment Development Department

Lease No.: 6197-001
Project No.: 135305

Preamble

This Agreement, made and entered into this 27th day of July, 2015, is a Sublease of that certain Lease Agreement (the "Master Lease") dated June 13, 2006, as amended December 12, 2006, July 12, 2007, February 9, 2010 and January 8, 2013 between the Spruce Street Professional Building, LLC as Lessor (the "Master Lessor") and County of Riverside, A Political Subdivision of the State of California, as Lessee. This Sublease agreement is between

COUNTY OF RIVERSIDE
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

hereinafter called the Sublessor, without distinction as to number or gender, and the State of California, acting by and through the Director of the Department of General Services, hereinafter called the State;

WITNESSETH

WHEREAS, under the Master Lease, Sublessor hires from Master Lessor certain premises located at 1325 Spruce Street, Riverside, California as more particularly described in the Master Lease, and

WHEREAS, a copy of the Master Lease, and four (4) amendments are attached hereto, incorporated herein as Exhibit "D" and made a part of this sublease by this reference; and

WHEREAS, the Master Lease provides that Sublessor shall have the right to sublet any portion of the Master Leased Premises; and Sublessor has obtained necessary consent from the Master Lessor; and

WHEREAS, the County of Riverside and the State of California's Employment Development Department (EDD) desire to consolidate certain portions of their operations at a facility currently under Master Lease to the Sublessor;

NOW, THEREFORE, it is mutually agreed between the parties as follows:

Description

1. The Sublessor hereby subleases unto the State and the State hereby hires from the Sublessor those certain premises with appurtenances situated in the City of Riverside, County of Riverside, State of California, and more particularly described as follows:

Approximately 9,467 net usable square feet of office space on the 1st, 2nd, 4th and 5th floors (consisting of 8,387 usable square feet of shared space as outlined in green and 1,079 net usable square feet of exclusive space as outlined in red on the attached Exhibit A Plan), together with Outline Specifications marked Exhibit "B" and Administrative Requirements marked Exhibit "C", said Exhibits "A" and "B" and "C", Project No. 135305 dated April 14, 2014, hereby being incorporated by said reference into this sublease, and including twenty-seven (27) nonexclusive, unobstructed parking spaces contiguous to the subject building, and unlimited use of the building's common facilities.

Term

2. The term of this sublease shall commence on April 1, 2014, and shall end on March 31, 2017, with such rights of termination as may be hereinafter expressly set forth.

Early
Termination

3. The State may terminate this sublease at any time effective on or after April 1, 2014, by giving written notice to the Sublessor at least thirty (30) days prior to the date when such termination shall become effective. If the State fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

Rent

4. Rental payments shall be paid by the State, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

TWENTY FOUR THOUSAND ONE HUNDRED FORTY AND 85/100 DOLLARS
(\$24,140.85) From April 1, 2014 through March 31, 2015 and then;

TWENTY FOUR THOUSAND EIGHT HUNDRED NINETY EIGHT AND 21/100 DOLLARS
(\$24,898.21) From April 1, 2015 through March 31, 2016 and then;

TWENTY FIVE THOUSAND SIX HUNDRED FIFTY FIVE AND 57/100 DOLLARS
(\$25,655.57) From April 1, 2016 through March 31, 2017 and thereafter.

Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month. Rental shall be paid to Sublessor at the address specified in Paragraph 5 or to such other address as the Sublessor may designate by a notice in writing. If the premises are not complete pursuant to Paragraph 6 by the date shown in Paragraph 2, it is understood and agreed by and between the parties that, at the State's sole option, the dates shown in Paragraphs 2 and 3 and the dates and dollar amounts shown in Paragraph 4 may be adjusted to the first of the month following the State's acceptance of the completed premises, such acceptance shall not unreasonably be withheld. If the State exercises this option, it is agreed the State will complete unilaterally an amendment to the sublease to revise the herein above stated dates. Any accrued rents for the period of time prior to the unilaterally adjusted commencement date will be paid in accordance with Paragraph 8. Additionally, it is understood and agreed between the parties that, at the State's option, the dates shown in the "CPI Escalator Operating Expenses" paragraph, if incorporated herein, shall be adjusted to reflect the time delay between sublease commencement and the first of the month following the actual acceptance date.

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified and postage prepaid and addressed as follows:

To the Sublessor

County of Riverside

Economic Development Agency- Real Estate Division

Attn: Deputy Director of Real Estate

3403 Tenth Street Suite 400

Riverside, California 92501

Phone No.: (951) 955-3100

FAX No.: (951) 955-4837

and to the State:

DEPARTMENT OF GENERAL SERVICES,

REAL ESTATE SERVICES DIVISION

LEASE MANAGEMENT C 6197-001

707 THIRD STREET, SUITE 5-305

WEST SACRAMENTO, CA 95605

PHONE NO. (916) 375-4172

FAX NO. (916) 375-4173

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: County of Riverside

and mailed to: County of Riverside-Economic Development Agency
Attn: Real Estate Division
3403 Tenth Street, Suite 400
Riverside, CA 92501

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

**Completion and
Compliance with
Plans and
Specifications**

6. Sublessor agrees that, prior to April 1, 2014, and at Sublessor's sole cost and expense, all required construction, improvements and/or alterations, if any, shall be completed and the subleased premises made ready for State's occupancy in full compliance with Exhibit "A", consisting of three (3) sheets titled, "Office Quarters, No. 135305" dated April 14, 2014, and in accordance with Exhibit "B", consisting of twenty-seven (27) pages, plus cover sheet, titled, "Outline Specifications, No. 135305" dated April 14, 2014, and Exhibit "C" consisting of sixteen (16) pages titled, "Administrative Requirements Project No: 135305" dated April 14, 2014 which Exhibits "A" and "B" and "C" are by this reference incorporated herein.

**Notice of
Completion and
Access to
Premises during
Construction**

7. Sublessor shall notify the State in writing by certified mail of the date the subleased premises will be completed and ready for occupancy at least thirty (30) days prior thereto. Such notice shall be a condition precedent to the accrual of rental hereunder, except however, that if the State occupies the premises prior to the receipt of such notice or prior to the expiration of the notice period of such notice, rental shall commence to accrue as of the date of occupancy.

Following execution of this sublease, and not more than sixty days (60) prior to completion of construction and occupancy under this sublease, State or its contractors or other representatives shall have the right to enter the premises for the purpose of installing certain equipment such as, but not limited to, modular system furniture, and electrical and telecommunications cabling and equipment.

State agrees to indemnify and hold Sublessor harmless from and against any claims, damages, or other injury suffered by Sublessor as a result of the work to be performed pursuant to this right to enter the premises prior to State's acceptance and occupancy of the premises. Sublessor agrees to indemnify and hold State and its agents, contractors or other representatives harmless from and against any claims, damages, injury or other harm suffered by reason of the negligence or other wrongful act of Sublessor or any of Sublessor's agents, contractors, or other representatives.

In no event shall the exercise of this right of entry be construed so as to cause an acceleration of the occupancy date of this sublease or the obligation of the State to pay rent.

Sublessor and State shall each make all reasonable efforts to ensure that the respective construction and installation work is scheduled in such a manner so as to not interfere with or delay the other.

In the event that one or the other party causes a delay in the other party's work, such injured party shall be compensated in the following manner:

Delays caused by the Sublessor:

Credit the State a compensating day of delay in the occupancy date and corresponding day of delay in payment of rent.

Delays caused by the State:

Credit the Sublessor a compensating day of payment of rent from the actual date of occupancy.

Compensation will be in one day increments.

The parties agree that this shall be the sole remedy for delay, in that the calculation of damages in any other manner is too uncertain and not susceptible of accurate determination.

Early Occupancy 8. ~~Sublessor agrees that if the subleased premises are ready for occupancy prior to the completion date specified above in Paragraph 6, State may elect to occupy the premises on the earliest date practical after its receipt of the herein required completion notice. The rent payable for any such early occupancy by the State shall be at the rate of \$ per month, and shall be prorated on a daily basis for any partial month.~~

Time limit and Prior Tenancy 9. No rental shall accrue under this sublease, nor shall the State have any obligation to perform the covenants or observe the conditions herein contained until the subleased premises have been made ready for occupancy in accordance with the provisions hereof. It is specifically agreed that in the event the subleased premises are not completed and ready for occupancy by the State on or before April 1, 2014, then and in that event the State may, at its option and in addition to any other remedies it may have, terminate this sublease and be relieved of any further obligations hereunder, providing that a fair and reasonable allowance for the following delays shall be added to said time for completion:

- A. Acts of the State, its agents or employees, or those claiming under agreement with or grant from the State; or by
- B. The acts of God which Sublessor could not reasonably have foreseen or guarded against; or by
- C. Any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond control of Sublessor, and which cannot be reasonably overcome; or by
- D. Restrictive regulations by the Federal Government which are enforced in connection with a National Emergency.

It is understood by all parties hereto that it shall be the Sublessor's responsibility to remove any prior tenant.

Conformity to Exhibits 10. Occupancy of the subleased premises by the State shall not relieve Sublessor in any respect from full compliance at all times with aforesaid Exhibits "A" and "B" and "C". It is further understood and agreed that any installation not in conformity with said Exhibits "A" and "B" and "C" shall be immediately corrected by the Sublessor at Sublessor's sole cost and expense. In the event Sublessor shall, after notice in writing from the State requiring the Sublessor to comply with the requirements of this paragraph in regard to a specified condition, fail, refuse or neglect to remedy such condition, State may terminate this sublease without further obligation, or as to such specified condition, at its option and in addition to any other remedy the State may have, withhold rent due and bring the subleased premises into conformity with said Exhibits at its own cost including State's Administrative costs, if any, and deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

Asbestos 11. Sublessor hereby warrants and guarantees that the space subleased to the State will be operated and maintained free of hazard from Asbestos Containing Construction Materials (ACCM) and agrees to the conditions for survey, testing, and abatement of ACCM described in Exhibit "B" as applicable. Sublessor specifically agrees that, in the event the State elects to exercise its rights under the provisions of Paragraph 16 of this sublease, any costs related to abatement or hazard from asbestos shall be the Sublessor's responsibility as described in the aforementioned Exhibit "B."

Parking 12. Sublessor, at Sublessor's sole cost and expense, shall clearly mark the parking spaces described hereinabove as assigned to the State of California. Said parking spaces will be arranged and maintained so as to provide unobstructed access to each parking space at any time. In addition to any assigned parking spaces, State and its invitees shall have equal access to common spaces provided to all tenants on a first-come, first-served basis.

Services, Utilities, and Supplies 13. Sublessor, at Sublessor's sole cost and expense, during the term of this sublease shall furnish the following services, utilities, and supplies to the area subleased by the State, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., which State shares with other tenants, if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories except lavatories in Employment Development Department public toilet rooms in lobby areas which need only cold water.
- B. Elevator (if any) service.
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for State's operations.
- D. Janitorial services sufficient to maintain the interior in a clean well-maintained condition; that is, to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible, by performing at least the following:

Daily:

- (1) Empty and clean all trash containers, and dispose of all trash and rubbish.

- (2) Clean and maintain in a sanitary and odor-free condition all floors, wash mirrors, basins, toilet bowls, and urinals.
- (3) Furnish and replenish all toilet room supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins).
- (4) Sweep or dust mop all hard surface floors, and carpet sweep all carpeted areas, including stairways and halls. Offices with hard surface floors in the public lobby area shall be damp-mopped daily.
- (5) Remove finger marks and smudges from all glass entrance doors.
- (6) Specifically check, and if action is needed, then:
 - a. Dust the tops of all furniture, counters, cabinets, and window sills, (which are free of interfering objects).
 - b. Remove spots and/or spills from the carpets, floors, and stairways.

As needed, but not less frequently than:
Twice Weekly: Vacuum all carpets.

Weekly:

- (1) Damp mop all hard surface floors.
- (2) Dust all window blinds.
- (3) Treat stainless steel fountains and sinks to eliminate stains and mineral deposits.
- (4) Spot clean the walls.
- (5) Sweep parking areas and sidewalks.

Quarterly:

- (1) Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.
- (2) Treat carpets for static electricity control (if not integrated in the fabric).

Semi-annually: Wash all windows, window blinds, light fixtures, walls, and painted surfaces.

Annually:

- (1) Steam clean carpets to remove all stains and spots.
- (2) Clean Drapes.

In the event of failure by the Sublessor to furnish any of the above services or supplies in a satisfactory manner, the State may furnish the same at its own cost; and, in addition to any other remedy the State may have, may deduct the amount thereof, including State's Administrative costs, from the rent that may then be, or thereafter become due hereunder.

Repair and Maintenance

14. A. During the sublease term, the Sublessor shall maintain the subleased premises in good repair and tenantable condition, so as to minimize breakdowns and loss of the State's use of the premises caused by deferred or inadequate maintenance, including, but not limited to:

- (1) Generally maintaining the subleased premises in good, vermin free, operating condition and appearance.
- (2) Furnishing prompt, good quality repair of the building, equipment, and appurtenances.
- (3) Furnishing preventative maintenance, including, but not limited to, manufacturers recommended servicing of equipment such as elevator (if any), heating, ventilating and air conditioning equipment, and fixtures.
- (4) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast, starters, and filters for the heating, ventilating and air conditioning equipment as required.
- (5) Furnishing remedial painting as necessary to maintain the premises in a neat, clean and orderly condition.
- (6) Annual testing and maintenance of all fire extinguishers in or adjacent to the subleased premises.
- (7) Repairing and replacing as necessary intrabuilding network cable and inside wire cable used for voice and data transmission.
- (8) Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.
- (9) Maintaining landscaped areas, including sprinklers, drainage, etc., on a weekly basis, in a growing, litter-free, weedfree, and neatly mowed and/or trimmed condition.

- (10) Repairing and replacing floor covering as necessary. Sublessor, at Sublessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repairing or replacement of floor covering.
- (11) Keeping all walkways, parking lots, entrances, and auxiliary areas free of snow, water, oil spills, debris, or other materials which may be hazardous to users of the building.
- B. Sublessor shall provide prompt repair or correction for any damage except damage arising from a willful or negligent act of the State's agents, employees or invitees.
- C. Except in emergency situations, the Sublessor shall give not less than 24 hour prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.
- D. In case Sublessor, after notice in writing from the State requiring the Sublessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply with such notice, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may terminate this sublease without further obligation or at its option, perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may withhold rent due and deduct the amount thereof, including necessary costs incurred by the State required for the administration of such maintenance and repairs, from the rent that may then be or thereafter become due hereunder.
- E. Sublessor understands and agrees that State shall not assume any of Sublessor's obligations under the Master Lease.

Painting

15. In addition to any painting completed prior to the commencement of this sublease, and touch-up painting required after initial occupancy upon receipt of written request from the State, Sublessor agrees at Sublessor's sole cost and expense to repaint all painted surfaces (interior and exterior) of the subleased premises in accordance with the attached Exhibits "A" and "B". In no event shall Sublessor be required to repaint more than once during the first sixty (60) month period of this sublease after the painting completed prior to the commencement date, and once during any succeeding sixty (60) month period. Sublessor shall, within forty-five (45) days from the giving of any such notice, arrange for and complete the painting. Colors are to be approved by the State. Sublessor, at Sublessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repainting, and provide drop cloths, and covers as necessary.

Change Orders and Alterations

16. The State shall have the right during the existence of this sublease to make change orders and alterations; attach fixtures; and erect additions, structures, or signs in or upon the subleased premises. Such fixtures, additions, structures, or signs so placed in or upon or attached to the premises under this sublease or any extension hereof shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this sublease or any renewal or extension hereof, or within a reasonable time thereafter.

In the event alterations, fixtures, additions, structures, or signs in or upon the subleased premises are desired by State and State elects not to perform the work, any such work, when authorized in writing by the State shall be performed at Sublessor in accordance with plans and specifications provided by State. Sublessor agrees to obtain competitive bids from at least three licensed contractors and to contract with the lowest bidder. Sublessor further agrees that the overhead and profit for the work shall not exceed fifteen percent (15%) total for Sublessor and any general contractor combined. Within forty-five (45) days after receiving Sublessor's notice of completion of the requested work and an invoice requesting payment therefor, together with a complete detailed accounting of all costs for each trade, State agrees to reimburse Sublessor by a single total payment for the cost of such work.

In the event State terminates this sublease on or after the end of the firm term, but before the expiration date of the sublease, State agrees to pay to Sublessor the portion of the principal balance which is unamortized as of the effective date of termination. Said payment shall be a single payment to be made within forty-five (45) days after the effective date of the termination.

Assignment and Subletting

17. The State shall not assign this sublease without prior written consent of the Sublessor, which shall not be unreasonably withheld, but shall in any event have the right to sublet the subleased premises.

Quiet Possession

18. The Sublessor agrees that the State, while keeping and performing the covenants herein contained, shall at all times during the existence of this sublease, peaceably and quietly have, hold, and enjoy the subleased premises without suit, trouble, or hindrance from the Sublessor or any person claiming under Sublessor.

Inspection 19. The Sublessor reserves the right to enter and inspect the subleased premises at reasonable times, and to render services and make any necessary repairs to the premises.

Destruction 20. If the subleased premises are totally destroyed by fire or other casualty, this sublease shall terminate. If such casualty shall render 10 percent (10%) or less of the floor space of the subleased premises unusable for the purpose intended, Sublessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than 10 percent (10%) of such floor space unusable but not constitute total destruction, Sublessor shall forthwith give notice to State of the specific number of days required to repair the same. If Sublessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option, and in addition to maintaining occupancy, may terminate this sublease or, upon notice to Sublessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this sublease and any other sublease between Sublessor and State.

In the event of any such destruction other than total, where the State has not terminated the sublease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Sublessor shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating 10 percent (10%) or less of the floor space, or within the period specified in Sublessor's notice in connection with partial destruction aggregating more than 10 percent (10%), the State shall have the option to terminate this sublease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this sublease and any other sublease between Sublessor and State.

In the event the State remains in possession of said premises though partially damaged, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the subleased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

It is understood and agreed that the State or its agent has the right to enter its destroyed or partially destroyed subleased facilities no matter what the condition. At the State's request, the Sublessor shall immediately identify an appropriate route through the building to access the State subleased space. If the Sublessor cannot identify an appropriate access route, it is agreed that the State may use any and all means of access at its discretion in order to enter its subleased space.

Subrogation Waived 21. To the extent authorized by any fire and extended coverage insurance policy issued to Sublessor on the herein subleased premises, Sublessor hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damage covered by said insurance.

Prevailing Wage Provision 22. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

A. Sublessor/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.

B. The Sublessor/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Sublessor will post at the job site. All prevailing wage rates shall be obtained by the Sublessor/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102

C. Sublessor/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.

D. Prior to commencement of work, Sublessor/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

Fair Employment Practices 23. During the performance of this sublease, the Sublessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Sublessor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Sublessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

DVBE Participation Requirement 24. The State of California supports the use of Disabled Veteran Business Enterprise (DVBE) and California Certified Small Business (SB) and we encourage the Sublessor to utilize DVBE and Certified SB to fulfill its sublease obligation under this sublease.

Service Companies 25. Within fifteen (15) days after occupancy of the subleased premises by the State, Sublessor shall provide the State with the name, address, and telephone number of an agency or person convenient to the State as a local source of service regarding the Sublessor's responsibilities under this sublease as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances.

Service Credit 26. Sublessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Sublessor in accordance with Paragraph 13 hereof. In the event the State vacate the premises prior to the end of the term of this sublease, or, if after notice in writing from the State, all or any part of such services, utilities, or supplies for any reason are not used by the State, then, in such event, the monthly rental as to each month or portion thereof as to which such services, utilities, or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities, or supplies during the six-month period immediately preceding the first month in which such services, utilities, or supplies are not used.

Holding Over 27. In the event the State remains in possession of the premises after the expiration of the sublease term, or any extension or renewal thereof, this sublease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable. If the last rental amount shown in Paragraph 4 included the amortization of a capital sum expended by Sublessor for certain alterations and improvements, as described in a separate paragraph herein, and the capital sum has been fully amortized, the holdover rent shall be reduced by the amount of the monthly amortization. If the State fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination. In the event the Holding Over period lasts longer than one hundred and eighty (180) days, the State may unilaterally reduce the monthly rent to seventy percent (70%) of the last base rental amount paid less any amortization under paragraph (4). Notwithstanding the aforementioned option to reduce the monthly rent; anytime during the Holding Over period, the State may unilaterally relinquish any proportion of the Premises thereby reducing the net usable square feet specified in paragraph (1) herein and reduce the monthly rent in proportion to the reduction in net usable square feet. It is understood and agreed by and between the parties that the State, at the State's sole option, may unilaterally amend the sublease to exercise options described herein.

Surrender of Possession 28. Upon termination or expiration of this sublease, the State will peacefully surrender to the Sublessor the subleased premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which State has no control or for which Sublessor is responsible pursuant to this sublease. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event State elects to remove any such improvements or fixtures and such removal causes damages or injury to the subleased premises, and then only to the extent of any such damage or injury.

Time of Essence, Binding upon Successors 29. Time is of the essence of this sublease, and the terms and provisions of this sublease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

No Oral Agreements 30. It is mutually understood and agreed that no alterations or variations of the terms of this sublease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Construction
Related
Accessibility
Standard
Compliance Act

31. Pursuant to California Civil Code §1938, the Lessor states that the leased premises:
- have not undergone an inspection by a Certified Access Specialist (CASp).
 - have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.
 - have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq."

Superseding An
Existing
Sublease

32. Effective upon acceptance and occupancy of this space hired herein, this sublease supersedes and cancels that certain sublease for premises located at 1325 Spruce Street, Riverside, California, dated April 18, 2011, by and between County of Riverside as Sublessor, and the State of California by and through its Director of the Department of General Services.

IN WITNESS WHEREOF, this sublease has been executed by the parties hereto as of the date first above written.

STATE OF CALIFORNIA
Approval Recommended

SUBLESSOR

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

COUNTY OF RIVERSIDE

By _____
ALICIA HART, Real Estate Officer
Real Estate Leasing and Planning Section

By _____
MARION ASHLEY, Chairman
Board of Supervisors

Date _____

Date _____

Approved

ATTEST

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

KECIA HARPER-IHEM
Clerk of the Board

By _____
PATTI JOSEPH, Assistant Chief
Real Estate Leasing and Planning Section

By _____
Deputy

Date _____

Date _____

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By [Signature]
Deputy County Counsel R. Todd Fagan

Date 11/17/15

EXHIBIT 'B' OUTLINE SPECIFICATIONS

PROJECT: OFFICE QUARTERS PROJECT NO.: 135305
 AGENCY: EMPLOYMENT DEVELOPMENT DEPARTMENT LEASE NO.: 6197-001
 LOCATION: 1325 SPRUCE STREET RIVERSIDE, CA 92507 DATE: 4-14-14

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PROJECT CONTACT: MARY KUYPER PHONE: 916.375.4115
 STATE FACILITIES MANAGER FAX: 916.375.4085
 EMAIL: mary.kuyper@dgs.ca.gov

Confirmation Statement

I/we have read this Exhibit 'B' Outline Specifications and understand it is incorporated into, and is part of, this lease. I/we have acknowledged each and every page by placing my/our initials on this cover sheet.

Initials _____

EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 1

DIVISION 1 - GENERAL REQUIREMENTS

1.1 SUMMARY

- A. The Outline Specifications describe minimum standards of quality and performance for premises occupied by the State. Construction methods or materials other than those stated herein may be acceptable if, in the opinion of the State, they provide equal quality and performance.

1.2 RELATED DOCUMENTS

- A. Lease
- B. Exhibit "A" – Plans or Facility Design Program (written narrative)
- C. Exhibit "B" – Division 3 Special Provisions:
 - 1. Refer to Division 3 of this specification for Special Provisions, which may amend and or supersede Division 1 and 2 requirements.
- D. Exhibit "B" – Division 4 Technical Requirements:
 - 1. Refer to Division 4 of this specification for Technical Requirements, which may amend and or supersede Division 1 and 2 requirements.
- E. Exhibit "C" – Administrative Requirements
 - 1. Refer to Exhibit "C" for specific requirements related to the following:
 - a. State Fire Marshal Procedures
 - b. Access Compliance Procedures (CBC/ADA)
 - c. Green Building Practices

1.3 GENERAL PROVISIONS

- A. Wherever reference is made to "State," "Agency," "Department," or other State of California administrative department, this shall be construed to mean Department of General Services, Real Estate Services Division, Real Estate Leasing & Planning Section, here and after referred to as DGS.
- B. The State's intent is to achieve adequate standards of quality while avoiding unnecessary alterations, so that in all cases where an existing feature is acceptable to DGS, the Lessor's obligation is only to maintain that feature as it exists.
- C. The Lessor shall immediately address conflicts, omissions, or errors if discovered within the Exhibits, or any questions regarding interpretation or clarification, by submitting in writing to the State, a Request for Information (RFI). Responses from the State will not change any requirement of the lease Exhibits unless so noted by the State in the response to the RFI. In case of conflicts between Exhibit "A" and the Exhibit "B", the Exhibit "A" supersedes these specifications.
- D. Lessor shall patch, repair, and refinish to match, all existing surfaces disturbed by the new construction. Upon completion of the project, there shall be no visual difference between the new work and the existing conditions. No changes, modifications, or substitutions shall be made to the premises as shown, except with the prior written approval of DGS.
- E. LEED Certification: In the event the lease contract provides for a LEED certified facility, see Division 3 Special Provisions.

**EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 1**

- F. Prevailing Wage: For those projects defined as "public works" pursuant to Labor Code §1720.2, Lessor/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
- G. Project Schedule: Upon execution of the lease, Lessor shall issue to DGS, a complete and detailed Critical Path Method (CPM) schedule for the project, which may be adjusted by mutual agreement as the project proceeds. The schedule shall include allowances for periods of time necessary for the installation of State-owned equipment and modular systems furniture.
- H. Construction Cost: Prior to construction, Lessor shall provide to the State competitive bids from at least three licensed contractors/subcontractors and shall contract with the lowest acceptable bidder. The bids shall include all charges such as, but not limited to labor, materials, tools, equipment, fees, taxes, shipping, handling, permits, inspections, and fabrication for the work defined in the lease exhibits. The bids shall also include any architectural and engineering fees. The bids shall be itemized unit cost construction estimates developed by using the Construction Specification Institute (CSI) format, titles, and numbering system. Lump sum cost estimates are not acceptable.
- I. New Shell Condition: The following items shall be provided by the Lessor and shall not be construed as tenant improvements:
- a. Exterior Window Coverings
 - b. Capital improvements to the building's core and shell
 - c. Building's perimeter walls and core walls with drywall finish ready for paint
 - d. Fire sprinkler main loop including drops and heads
 - e. Electrical service at a minimum of 5 watts per square foot
 - f. HVAC equipment and ducting to the premises
 - g. Code required toilet room facilities
 - h. Americans with Disability Act (ADA) and California Building Code (CBC) compliance work to correct all deficiencies to comply with current code
- J. Previously Constructed and Occupied Space (Second Generation Condition): In addition to items in paragraph I. above, Lessor shall provide the following at no cost to the State:
- a. Code compliant ceiling
 - b. Code compliant lighting systems
 - c. Any code required exit door and frame assemblies
- K. Usable Area Calculation: For the purpose of determining the net useable square feet, State leased space shall be calculated as follows:
1. Net usable office area includes all areas assigned to the State such as: offices, conference rooms, reception rooms, special use and supply rooms, hallways within the space, laboratories, private toilet rooms/showers, break rooms, auditoriums, cafeterias, and spaces exclusively used by State. Net usable office area does not include stairwells, stacks/shafts, janitor closets, mechanical rooms, electrical rooms, code required toilet rooms, code required common area corridors,

**EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 1**

and common area lobbies. Net usable office area is measured from the finished surface of the office side of the corridor and other permanent walls, the dominant surface (wall or glazing) of the exterior walls, and from the centerline of demising walls separating other building tenants.

- L. Record Documents: Lessor, at Lessor's sole cost and expense, shall provide the State accurate architectural drawings of the "as-is" condition of the space to be leased, including building common areas, site/parking plan, and path of travel. The drawings shall be in an electronic format to be determined by DGS. Any required re-design work caused by discrepancies with the "as-is" drawings shall be the responsibility of the Lessor.
- M. Green Building Practices: The Lessor Shall operate and maintain the leased premises in accordance with best practices to achieve energy efficiency, sustainability, improved air quality, reduce water usage and enable maximum recycling efforts throughout the term of the lease.
1. New and renegotiated state building leases shall reduce energy and resource use to the extent possible and economically feasible.
 2. New (state) building leases shall, where economically feasible, include sub-meters and provide energy use data into Energy Star's Portfolio Manager.
 3. Renegotiated state (building) leases for buildings where the State is a sole tenant shall provide energy use data into Energy Star's Portfolio Manager.
 4. New and renegotiated state building leases shall encourage landlords to participate in utility sponsored energy conservation measures, using alternative financing.
 5. Lessors are encouraged to implement measures of the California Green Building Standards Code, (CalGreen), related to indoor environmental quality, where economically feasible, for all new or renegotiated leases.
 6. The State will identify and pursue opportunities to provide electric vehicle charging stations, and accommodate future charging infrastructure demand, at employee parking facilities in new and existing buildings.
 7. All equipment and appliances provided by Lessor shall be Energy Star labeled if Energy Star is applicable to the equipment or appliance.
 8. Wherever restroom fixtures are replaced during construction the California Green Building Standards voluntary measures are to be met to achieve a further reduction in water usage for state leased space (Tier 1, 30% reduction minimum).
 9. Lessor to implement annual irrigation system audits, including leak detection and perform immediate repairs to minimize any water loss.
- N. Submittals: Lessor shall submit shop drawings, product data, and samples to the State for review prior to construction or fabrication.
- O. Material Safety Data Sheet (MSDS): Prior to construction and upon request by State, Lessor shall provide MSDS of all products or materials used in the maintenance, repair, or renovation of the premises.
- 1.4 CONSTRUCTION AND CODE CRITERIA
- A. Construction Documents: The Exhibit "A" Plan or the Exhibit "A" Facility Design Program (written narrative) are design development guidelines only. Lessor shall

**EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 1**

provide all required construction documents and calculations necessary to obtain a building permit from the local Building Department and to construct the improvements as indicated. The use of Exhibit "A" Plan in lieu of construction documents is not acceptable to the State.

1. Prior to submitting construction documents to the local building department for plan check and or permitting, Lessor shall submit said construction documents to DGS for review. Any DGS comments to the construction documents shall be construed as advisory only and shall not relieve the Lessor in any respect from full compliance with Exhibits "A", "B", and "C" or any other exhibits.
 2. Lessor's architect, engineers, consultants, and contractors shall have current and valid license/certifications as issued by the State of California.
 3. During construction of building's core, shell, and or tenant improvements, Lessor shall maintain at the project site, a complete set of lease Exhibits consisting of Exhibit "A", "B", "C" and any other exhibits for DGS use.
- B. State Fire Marshal:** Concurrent with submission to the building department for permitting, Lessor shall submit a complete set of construction documents, including fire sprinkler plans and fire alarm plans, to the State Fire Marshal for review and approval and shall arrange for periodic inspections of the work (refer to Exhibit "C" for procedures). No construction should commence without approved plans.
- C. Access Compliance:** Lessor shall ensure that all new work and existing conditions comply with the requirements of CCR Title 24, California Building Code (CBC), and Americans with Disabilities Act (ADA). State agencies are public entities and shall comply with Title II of the ADA. Exceptions to the code for existing buildings are not permitted. Where CBC requirements conflict or differ with ADA requirements, the most stringent requirement shall take precedence. Access compliance shall apply to exterior areas such as, but not limited to, path of travel to and from public transportation and public right-of-way, parking, passenger drop-off and loading zones, walks and sidewalks, curb ramps, ramps, and all stairs. Access compliance shall also apply to interior areas such as, but not limited to, entrances and exits, lobbies, building common areas, elevators, access lifts, doors and gates, access to and through all rooms and spaces, restrooms, signs and identification, counters, waiting, and seating areas, assistive listening systems, telephones, drinking fountains, alarms, and horizontal/vertical access. See Exhibit "C" for procedures.
- D. Codes and Ordinances:** All new work and existing conditions shall comply with all current regulations, laws, and ordinances of the governmental authorities having jurisdiction and the applicable editions of the following codes including, but not limited to:
1. Title 8 CCR – Industrial Relations
 2. Title 17 CCR, Public Health
 3. Title 19 CCR, Public Safety, State Fire Marshal Regulations
 4. Title 24 CCR, Part 1 – Building Standard Administrative Code
 5. Title 24 CCR, Part 2 – California Building Code (CBC), Vols. 1 & 2
 6. Title 24 CCR, Part 3 – California Electrical Code (CEC)
 7. Title 24 CCR, Part 4 – California Mechanical Code (CMC)
 8. Title 24 CCR, Part 5 – California Plumbing Code (CPC)
 9. Title 24 CCR, Part 6 – California Energy Code
 10. Title 24 CCR, Part 9 – California Fire Code (CFC)
 11. Title 24 CCR, Part 11 – California Green Building Standards Code
 12. Title 24 CCR, Part 12 – California Reference Standards Code

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If fire-life safety, health hazards, and/or non-compliant code conditions are discovered either before or after occupancy, then Lessor, at Lessor's sole cost and expense, shall correct the condition.

- E. Building Permit: Lessor shall obtain a building permit for the required construction from the local building department if required. In the event there is no local building department, Lessor, at Lessor's sole cost and expense, shall provide a third party, independent Inspector of Record (IOR). The IOR shall perform periodic inspections of the work for conformance with all regulations, laws, and ordinances.
- F. Safety Evacuation Plans: Lessor shall provide safety evacuation plans of the leased premises. The safety evacuation plans shall clearly delineate evacuation routes, exits, fire extinguishers, and fire alarm pull station locations. The plans shall be a minimum of 8" x 10" in size, framed and under glass or clear plastic. The plans shall be installed in all assembly occupancies including conference rooms, break rooms, reception areas, and where requested by SFM.
- G. Fire Extinguishers: Lessor shall provide and install fire extinguishers. Fire extinguishers shall be housed in semi-recessed cabinets and shall be located as required by CA Title 19 CCR, Public Safety. Above each fire extinguisher, at approximately 90" A.F.F., Lessor shall furnish and install a red triangular shaped 3-D sign with printed text 'Fire Extinguisher' with an arrow pointing down. Lessor shall provide annual servicing of the fire extinguishers throughout the term of the lease.
- H. Seismic Performance: The State will consider only those facilities that can demonstrate the ability to meet a seismic performance level as set forth in:
1. 1998 Edition or subsequent editions of the California Building Code or,
 2. 1976 Edition or subsequent editions of the Uniform Building Code and the building does not have any one of the enumerated characteristics or conditions listed below:
 - a) Unreinforced masonry elements, whether load-bearing or not, not including brick veneer.
 - b) Precast, pre-stressed or post-tensioned structural or architectural elements, except piles.
 - c) Flexible diaphragm (e.g., plywood) shear wall (masonry or concrete) structural system constructed pursuant to editions of the Uniform Building Code prior to the 1997 edition.
 - d) Apparent additions, alterations, or repairs to the structural system made without a building permit.
 - e) Constructed on a site with a slope with one or more stories partially below grade (taken as 50% or less) for a portion of their exterior.
 - f) Soft or weak story, including wood frame structures with cripple walls or if construction is over first-story parking.
 - g) Seismic retrofit of the building, whether voluntary or mandated, whether partial or complete.
 - h) Repairs following an earthquake.
 - i) Welded steel moment frames (WSMF) that constitute the primary seismic force-resisting system for the building, and the structure was designed to code requirements preceding those of the 1997 edition of the Uniform Building Code, and the building site has experienced an earthquake of sufficient magnitude and site peak ground motions that inspection is required when any of the conditions of Section 3.2 of

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FEMA 352 indicate an investigation of beam-column connections is warranted.

- j) Visible signs of distress or deterioration of structural or non-structural systems, e.g.; excessively cracked and/or spalling concrete walls or foundations, wood dry rot, etc.
- 3. Certification of the above requirements must be provided by an independent licensed structural engineer at the Lessor's expense.
- 4. Lessor shall provide and install all hardware required to brace and anchor all storage cabinets, lockers, bookcases, shelving units and similar furnishings 5'-0" or more in height whether provided by State or Lessor, in accordance with seismic design requirements of the Code.

1.5 SUBSTANTIAL COMPLETION AND PROJECT COMPLETION

- A. Premises shall fully conform to all lease Exhibits and shall be constructed in accordance with industry standards and best practices. Lessor guarantees that all mechanical, electrical, plumbing systems and other features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service in accordance with these specifications for the term of this lease.
- B. Substantial completion is achieved when the building core, shell, and tenant improvements as defined in the lease exhibits, including the installation of any modular systems furniture (MSF) are sufficiently completed to allow the State to lawfully and physically occupy the premises for its intended purpose. Any work required to complete any outstanding punch list items shall not interfere with, or interrupt the State's daily operations. DGS planner will make the final determination of when substantial completion is achieved.
- C. Lessor shall operate the HVAC system to provide continuous air for a minimum of 24 hours per day for 7 days prior to occupancy.
- D. State employees, agents, and invitees shall have ready access to the building and premises through the main building entry and lobby. Elevators, stairs and restrooms shall be operational.
- E. The premises shall be free of all construction debris and thoroughly cleaned. Lessor shall touch up and restore damaged or defaced painted surfaces throughout the premises subsequent to installation of State's furnishing and equipment. All painting shall be coordinated with DGS planner.
- F. Upon project completion, Lessor shall obtain final approvals from the authorities having jurisdiction and all punch-list items shall have been completed, and re-inspected by the State. Lessor shall submit to the State the following completed documents, if applicable, with all appropriate signatures:
 - 1. Building Permit
 - 2. Building Inspection Card
 - 3. Certificate of Occupancy
 - 4. Fire Department approvals
 - 5. State Fire Marshal Final Construction Approval – Exhibit "C" Form D
 - 6. CBC/ADA Access Compliance Fee Calculation – Exhibit "C" Form E
 - 7. CBC/ADA Access Compliance Verified Report – Exhibit "C" Form G
 - 8. LEED Certification – when applicable
 - 9. Air Balance Report

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10. Operation manuals and training for equipment such as, but not limited to intrusion alarm system, video conferencing equipment, and appliances.

1.6 HAZARDOUS MATERIALS

- A. Lessor warrants and guarantees that the premises leased to the State will be operated and maintained free of hazard from asbestos, lead, mold, and PCB's.
 1. The areas include:
 - a. Premises leased to the State and air plenums in the same HVAC zone.
 - b. Common public areas which state employees or its invitees would normally and/or reasonably use.
 - c. Building maintenance areas, utility spaces, and elevator shafts within or servicing areas described in items a. and b. above.
 2. Lessor shall be responsible for all costs associated with the abatement of hazardous materials including but not limited to the following; clean up of contaminated State Leased space, State-owned equipment, furnishings and materials and all required monitoring reports. Copies of all air monitoring reports shall be furnished to the State.
 3. The State Leased space shall be maintained at or below the permissible exposure levels for all substances regulated under Title 8 California Code of Regulations Section 5155. If it is determined by the State that the tenant must be relocated to prevent exposure above the permissible level, the Lessor shall provide comparable accommodating space at no cost to the State. In addition, the Lessor shall pay for all costs associated with this move including but not limited to; administrative, furniture, communications contracts and equipment costs.
 4. In the event that after written notice is provided by the State, the Lessor fails, refuses, or neglects to diligently pursue abatement of any hazardous material, the State may effect such abatement. The State may deduct all reasonable costs of such abatement of Hazardous materials from the rent.
 5. The Lessor shall indemnify, defend, and hold the State of California, its officers, and employees harmless from and against any and all losses, damages, judgments, expenses (including court costs and reasonable attorney fees), or claims whatsoever, arising out of, or in any way connected with or related to, directly or indirectly, the presence of hazardous materials within the State-leased space or the building in which the leased premises are located.
- B. Asbestos
 1. For buildings constructed prior to January 1, 1979, the Lessor shall provide the State with a current written asbestos survey of the areas listed in Section 1.6. A.1. An independent California Division of Occupational Safety and Health (DOSH) Certified Asbestos Consultant shall complete the survey.
 2. For buildings constructed after December 31, 1978, and prior to any tenant improvements or major repairs, the Lessor and his construction contractor are responsible for sampling any suspected asbestos containing material (ACM) to be disturbed during the project. Where ACM is suspected to be present, the Lessor shall provide the State with a written asbestos survey covering all materials to be disturbed during the project. An independent

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California Division of Occupational Safety and Health (DOSH) Certified Asbestos Consultant shall complete the survey.

3. Where asbestos containing material (ACM) or suspect ACM have been identified by survey, the Lessor shall provide the State with a copy of a written Operations and Maintenance (O&M) plan. This O&M Plan must be effective in minimizing damage or disturbance of any ACM or suspect ACM and provide for quick repairs of the same.
4. If damaged ACM or suspect ACM is found, or the physical condition of ACM indicates possible fiber release, a response action in accordance with the approved O&M Plan shall be conducted. The approved O&M plan shall include provisions for air sampling by an independent Certified Industrial Hygienist during and at the completion of all response actions; analysis of air samples shall be conducted utilizing Transmission Electron Microscopy (TEM). The standard for re-occupancy of an affected area shall be concentrations at or below 70 asbestos structures per millimeter squared (structures/mm²).
5. Lessor shall perform asbestos notification as required by Chapter 10.4 of the Health and Safety Code. Any abatement work shall be performed by a licensed contractor with asbestos certification (ASB). The State reserves the right to establish consultant oversight of any asbestos related work program at its expense.
6. In addition to any other remedies it may have, in the event the Lessor fails to diligently pursue abatement of hazard from ACM, as required under the provisions of this lease, the State may, by notice in writing, terminate this lease. Lessor shall be liable to the State for all expenses, losses, and damages reasonably incurred by the State as a result of such termination, including but not limited to, additional rental necessary to pay for an available, similar replacement facility. This rental shall extend over the period of what would have been the remaining balance of the lease term plus any option periods, costs or any necessary alterations to the replacement facility, administrative costs, and costs of moving furniture, data processing, and telephone equipment.

C. Lead Material:

1. Any material suspected of containing lead within the areas listed in Paragraph "A" shall be tested and identified through sampling by an independent California Department of Public Health Certified (CDPH) Lead-Related Construction Inspector/Assessor.
2. In the event lead removal is required, Lessor shall provide an independent CDPH Certified Lead-Related Construction Inspector/Assessor to inspect the quality of work for compliance with applicable regulations, perform air monitoring, final clearance visual inspection, wet wipe sampling/lab analysis, and ensure proper handling and/or disposal of hazardous waste.

D. Mold:

1. The Lessor shall operate and maintain the leased premises to be free of hazard from mold.
2. If mold is detected within the State Leased Space, an immediate response action in accordance with industry standard practices shall be undertaken by the Lessor. The Lessor shall contract for the services of an independent California Division of Occupational Safety and Health

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(DOSH) Certified Industrial Hygienist to determine the appropriate response action.

3. Lessor shall be responsible for all costs associated with any hazard response action.

E. Underground storage tanks (UST):

Lessor shall comply with the requirements of the California Health and Safety Code, Section 25280-25299.8 (Underground Storage Tanks).

END OF DIVISION 1

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For items that are shown with strikethrough (strikethrough) please refer to Division 3, Special Provisions for amendments to the requirements.

DIVISION 2 - DESIGN REQUIREMENTS

2.1 FLOOR CONSTRUCTION AND FINISHES

A. Concrete Floor:

1. Concrete floor construction is the standard for comparison. Floors of other material may be acceptable provided its use does not produce or transmit sound or vibration to a greater degree than a 4" reinforced concrete slab.
 - a. Lessor shall provide certification that the concrete slab is level and does not exceed a variance of ¼ inch in 10 feet from a true flat plane.
 - b. Where slab is out of compliance, leveling shall be achieved using a high-strength concrete topping compound i.e.: Mapei, Ardex, Inc., K-500, Hacker Ind., Firm Fill 4010, Maxxon, Level-Right, or approved equal.
2. Concrete floors in janitor closets, mechanical, and/or electrical utility rooms shall be cleaned and treated with epoxy coating. Office areas throughout shall have carpet or other floor covering with 4" high cove base, unless noted otherwise. Floors in toilet rooms shall be of nonabsorbent material impervious to moisture such as ceramic tile, or approved equal, with minimum 4" high cove base. Floor covering shall extend under counters and cabinets. Colors and patterns shall be as selected or approved by State.
3. Prior to the installation of any finish floor material, Lessor shall perform a quantitative moisture test to the concrete slab. The test shall be administered in accordance with the flooring material manufacturer's written guidelines or recommendations. In the event the moisture content exceeds the flooring material manufacturer's recommendation, the Lessor, at Lessor's sole cost and expense, shall provide and install a waterproofing sealer as recommended by the flooring material manufacturer.
4. Exposed concrete floors are not acceptable in toilet rooms, locker rooms, or shower rooms.

B. Carpet Flooring - General:

1. Lessor shall provide and install carpet and cove base where shown in Exhibit "A". All carpet shall comply with ANSI/NSF 140-2007 Platinum level.
2. Where requested by DGS, Lessor shall submit carpet samples to DGS for selection. The samples shall be from a minimum of three different manufacturers and consist of a variety of patterns, textures, colors, and styles.
3. Carpet shall have random graphic pattern loop non-generic branded, 6 or 6.6 nylon face yarn with inherent static control.

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4. Broadloom loop pile carpet shall have inherent static control capability to assure a maximum 3.5 KV rating at 20% relative humidity and 70F degrees as measured by AATCC-Test Method 134.
 5. Carpet with anti-microbial properties shall be used for healthcare, senior care or childcare, and 'clean' areas.
 6. Carpet shall be installed according to manufacturer's guidelines. The carpet shall be securely attached, have a firm cushion, pad or backing, be of level loop, textured loop, level-cut pile, or level-cut/uncut pile texture. The maximum pile height shall be ½ inch.
 7. The carpet backing shall have a minimum 10-year guarantee against tuft pull and zippering, and surface wear shall not be more than 10% within 10 years.
 8. Carpet adhesives shall be non-toxic, low odor, solvent free, and shall not produce toxic vapors or contain carcinogenic materials.
 9. Carpet shall meet Federal, State, and Local flammability standards.
 10. Carpet shall be installed in accordance with the Carpet and Rug Institute CRI Carpet Installation Standard. The installation shall be guaranteed against bubbling, wrinkling, stretching/shrinking, opening seams, or other evidence of poor materials and workmanship for a period of two years following installation. This guarantee shall cover normal wear and tear and note deficiencies occurring as a result of damage, negligence and/or alterations. The materials shall be guaranteed against wear, delamination, tuft bind and be lightfast for a period of 10 years. The material shall remain colorfast as a result of atmospheric contaminants for a period of 5 years after installation.
 11. Lessor shall maintain the carpet according to manufacturer's guidelines.
- C. Broadloom Carpet Requirements:
1. Density: 6000 minimum; heavy commercial use.
 2. Density: 36x finished pile weight divided by pile height.
 3. Tuft bind for broadloom shall be minimum 6 lbs., ASTM D 1335 – 98, Standard Test Method for Tuft Bind (edge ravel) of Pile Yarn Floor Coverings, tested wet or dry. Warranty edge ravel for 10 years.
 4. Face yarn weight: Minimum 22 oz/sq. yd.
 5. Minimum of 10 lbs backing delamination test, ASTM D3936 - 05 Standard Test Method for Resistance to Delamination of the Secondary Backing of Pile Yarn Floor Covering.
 6. Minimum rating of 7 anti-stain tests; AATCC Test Method 175-2008 Stain Resistance Pile Floor Coverings.
 7. Lessor shall provide 2% of product overage including accent carpet up to a maximum of 100 sq. yards from the same dye-lot for future repairs.
- D. Carpet Tile Requirements:
1. Density: 5000 minimum; heavy commercial use.
 2. Tuft bind strength shall be minimum 5 lbs., ASTM D 1335-98: Standard Test Method for Tuft Bind (edge ravel) of Pile Yarn Floor Coverings, tested wet or dry. Warranty edge ravel for 10 years.
 - a. Face yarn weight: Minimum 16 oz/sq. yd

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- b. Minimum of 10 lbs. backing delamination test, per ASTM D3936-05 Standard Test Method for Resistance to Delamination of the Secondary Backing of Pile Yarn Floor Covering.
 - c. Minimum rating of 7 anti-stain tests, per AATCC Test Method 175-2008 Stain Resistance Pile Floor Coverings.
 - d. Lessor shall provide 2% of product overage including accent carpet up to a maximum of 100 sq. yards from the same dye-lot for future repairs.
- E. Ceramic Tile Flooring Requirements:
Ceramic Tile Flooring shall have a coefficient of friction of at least 0.6 per ASTM C1028 (0.8 % on sloped surfaces steeper than 6%). Unless otherwise noted by DGS, provide slip resistant floor tile with matching ceramic base, include all inner and outer corner and trim pieces. All adhesives, mastics, and grouts shall be non-toxic and low in VOC emissions and shall be as recommended by the ceramic tile manufacturer. All grout shall be sealed and maintained according to manufacturer's guidelines.
- F. Resilient Flooring Requirements:
- 1. Resilient Flooring shall meet ASTM F 1066, FS SS-T-312B, Type IV, Composition 1, Class 2, 12" X 12" having uniform thickness of 1/8" with square true edges of manufacturer's standard color and pattern as selected. Product shall comply with all regulations controlling the use of volatile organic compounds (VOC's). Provide one carton (40 pieces) of additional matching floor tile.
 - 2. Resilient Flooring shall have a coefficient of friction of at least 0.6 per ASTM D2047. It shall be installed in strict accordance with manufacturer's approved installation instructions using the appropriate recommended 100% solvent free adhesive.
- G. Rubber Base Requirements:
- 1. Lessor shall provide and install cove wall base at all carpet and resilient floor finish areas. Wall base shall be extruded rubber cove, 1/8" thick x 4" high complying with ASTM F-1861. The color shall be selected by DGS.

2.2 EXTERIOR WALLS

- A. Exterior walls, including door and window assemblies, shall be weatherproof. All cracks that allow outside air to penetrate the building's envelope shall be sealed.
- B. Exterior walls shall be insulated to comply with CCR Title 24.

2.3 INTERIOR WALLS AND PARTITIONS

- A. Walls and partitions shall be ceiling height unless otherwise noted in Exhibit "A" or Division 3 'Special Provisions'. Subject to code limitations, those indicated as new partitions may be wood or metal stud with plaster or gypsum wallboard or other construction of equal sound transmission coefficient (STC). Provide a minimum STC 32. Demising walls separating State premises and other building tenants shall extend to the under-side of structure above and shall be constructed to achieve a sound transmission coefficient of 50.
- B. Walls of equipment rooms, toilet rooms, conference rooms, hearing rooms, quiet rooms, training rooms, interview rooms, employee break rooms, and where indicated in Exhibit "A", shall be insulated to prevent transmission of sound or vibration. Wall construction shall achieve a minimum rating of 50 STC as set forth in ASTM E90.

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Furnish and install insulation batts above the finished ceiling on each side of the wall for the entire length of the wall.

- C. Moisture resistant wainscot of ceramic wall tile or other DGS approved material shall be installed to all plumbing fixture walls and adjacent walls in the toilet rooms. Wall tile shall be a minimum of 4"x 4" glazed ceramic tile. Wainscot shall extend a minimum of 4'-0" A.F.F. unless noted otherwise.
- D. Glazed openings in office partitions shall be set in metal frame assemblies and comply with Consumer Product Safety Commission impact-safety standards.

2.4 ROOF AND INSULATION

- A. Roof shall be weather tight and provided with suitable drainage system that will effectively dispose of roof water without interfering with use of premises.
- B. Roof shall be insulated such that the heat transfer values from roof to occupied areas comply with CCR Title 24.

2.5 ACOUSTICAL CEILINGS

- A. Ceilings of office areas including reception, private offices, open office areas, corridors, and office storage areas shall have suspended "T" bar systems with acoustical lay-in tiles or other approved material with equivalent acoustical qualities. Ceiling heights shall be a minimum of 9'-0" and a maximum of 12'-0" unless otherwise approved by DGS.
- B. Where existing "T" bar system with acoustical lay-in tiles are reused, Lessor shall modify ceiling system as necessary to comply with all seismic safety regulations. "T" bar system and ceiling tiles shall be free of all dirt, dust, stains, and damage. Where replacement tiles are installed, all tiles shall be arranged as necessary to provide a uniform appearance in each enclosed space.

2.6 DOORS

- A. All interior doors shall be solid-core flush wood doors with wood veneer suitable for stain or paint finish. Doors shall be a minimum dimension of 3'-0" x 6'-8" x 1-3/4".
- B. Doors shall be manufactured per Window & Door Manufacturers Association (WDMA) and Architectural Woodwork Standards (AWS).
- C. The formaldehyde emission level of all new doors shall not exceed 20 ppm.
- D. Glass vision panels in interior doors and sidelights shall be minimum 3/8" clear tempered glass set in metal frame assemblies. Fire protective glass assemblies shall be provided where required by code.
- E. Fire rated door and frame assemblies shall be installed where noted in Exhibit "A" or as required by code. Doors and frames shall bear Underwriters Laboratory (UL) label for required fire resistive rating.
- F. Doors separating conditioned and non-conditioned space shall have weather stripping to effectively limit air infiltration. Adhesive foam-type or felt weather stripping is not acceptable.
- G. Where indicated on plans, or required by code, a roll-down steel fire shutter bearing a UL 3/4 hour, "C" label shall be provided. Emergency operation shall be by smoke detectors with adjustable time delay, initially set at 45 seconds.

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- H. Where existing door and frame assemblies are reused, Lessor shall patch, repair, adjust, and refinish the assemblies to provide a new looking appearance.

2.7 DOOR HARDWARE

- A. Lessor shall provide and install door hardware and related items including keying of locksets necessary for a complete installation and operation of doors.
- B. All hardware shall be CBC/ADA access compliant, heavy-duty commercial quality equal to Schlage, Von Duprin, or Falcon.
- C. Door hardware shall include, but is not limited to, cylindrical lock and latch sets, door butt hinges, doorstops, push plates, door pulls, closers, and exit devices.
- D. Hinges for exterior outswing doors shall have non-removable pins.
- E. Doorstops shall be provided and installed wherever an opened door or any item of hardware thereon would strike a wall, column, equipment, or other parts of building construction. Doorstops shall be floor mounted.
- F. Lessor shall key all keyed locksets as directed by tenant agency and shall provide a minimum of 3 keys for each lock.
- G. Metal thresholds and weatherstrips shall be provided to all exterior doors. Thresholds shall have non-slip abrasive finish.
- H. Adjustable door closers shall be provided on entrance doors, toilet room doors, vestibule doors, doors with access-control hardware, and where shown on plans, and required by code.
- I. 10" high metal kick plates shall be provided and installed on the push side of all doors equipped with door closers.

2.8 MILLWORK

- A. Lessor shall provide and install new millwork as shown and where indicated in Exhibit "A".
- B. All millwork shall be manufactured and installed in accordance with the Architectural Woodwork Standards (AWS) latest edition, for custom grades. Prior to fabrication, Lessor shall submit to the DGS, shop drawings of all new millwork.
- C. Cabinets shall be of sizes and type as indicated in the Exhibit "A". Base cabinets shall have one row of drawers and one adjustable shelf below with concealed hinged doors, unless noted otherwise. Lessor shall provide a 4" toe space at base cabinets. Upper cabinets shall have two rows of adjustable shelves and hinged doors, unless noted otherwise.
- D. Counter tops shall be finished with plastic laminate or solid surface material. Counter tops shall be self-edged unless otherwise noted. Counter tops with sinks shall be fully formed and have a no-drip edge, and coved splash joint. All counter tops shall have a back and side splash unless otherwise noted. Sinks shall have a sanitary metal rim or be a self-rim stainless steel sink. Other materials may be submitted to the State for approval.
- E. Shelving units shall be a minimum of 3/4" thick white melamine, per AWS. Cover exposed edges with plastic laminate or hardwood edgebound.
- F. Face of millwork shall be high-pressure decorative plastic laminate. NEMA LD-3 grades as required by AWS.

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- G. Lessor shall provide cabinet hardware such as, but not limited to concealed hinges, pulls, catches, shelf rests, standards and brackets, and drawer slides. All hardware shall comply with ANSI A156.9-01 and Builders Hardware Manufacturers Association.
- H. All millwork shall be installed in accordance with all seismic safety requirements of the Code.
- I. Base Cabinets containing sinks shall be CBC/ADA/ access compliant. Unless otherwise noted, Lessor shall provide cabinet doors with attached toe kicks with rubber base to conceal clear space below.

2.9 GYPSUM BOARD FINISH / PAINTING / WALLCOVERING / SEALANTS

- A. Gypsum board finish shall be a smooth, blemish-free, monolithic surface and free of tool marks and ridges. Heavy textured wall surfaces are not acceptable.
- B. Water-based paints shall not be formulated with aromatic hydrocarbons, formaldehyde, halogenated solvents, mercury or mercury compounds, or tinted with pigments of lead, cadmium, chromium VI, antimony and their oxides. All architectural paints and coatings shall comply with VOC limits of the California Green Standards Code unless more stringent local limits apply.
- C. All wall texture and paint colors shall be selected and or approved by DGS.
- D. New Surfaces:
 - 1. New partitions without factory finish shall be painted with one coat of primer/sealer and two finish coats of premium quality latex, eggshell paint. Flat paint is not acceptable.
 - 2. Breakrooms, toiletrrooms, and janitorial closets shall be painted with semi-gloss enamel paint.
 - 3. Paint-grade doors and trim shall be latex semi-gloss enamel paint.
 - 4. Stained or natural finish wood shall be finished with sealer and two coats lacquer. They shall be finished using non-toxic, water-based urethanes or similar environmentally sensitive products.
- E. Existing Surfaces:
 - 1. Interior walls and plaster or gypsum board ceilings shall be finished in latex eggshell paint.
 - 2. Heavy textured walls shall be sanded smooth and prepared for a new paint finish.
 - 3. Existing wall coverings shall be removed unless otherwise noted, wall surface shall be prepared, and receive a new paint finish.
 - 4. Doors and frames shall be refinished to provide a new looking appearance.
 - 5. HVAC registers and grilles shall be in a newly painted condition.
 - 6. Stained or natural finished wood shall be refinished with sealer and lacquer.
 - 7. Metal toilet stall partitions shall be repainted using electrostatic paint process.
- F. Where alteration work occurs, new painted surfaces shall extend to the natural break.

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- G. Where wall covering is specified, the product shall be 'breathable' to prevent mold and bacteria development. All adhesives used shall be non-toxic, low in VOC emissions, and shall be as recommended by the wall-covering manufacturer.
- H. Interior sealants shall not contain mercury, butyl rubber, neoprene, SBR (styrene butadiene rubber), nitride, aromatic solvents (organic solvent with a benzene ring in its molecular structure), fibrous talc or asbestos, formaldehyde, halogenated solvents, lead, cadmium, hexavalent chromium, or their components.

2.10 BUILDING SPECIALTIES

- A. Toilet Room Partitions and Accessories: In addition to any Code required toilet room accessories, Lessor shall furnish, install, maintain, and replenish where appropriate, the following accessories:
 - 1. Coin-operated sanitary napkin dispenser (one per women's toilet room)
 - 2. Folding utility shelf and coat hook (one per toilet stall)
 - 3. Mirror with metal frame assembly (one per lavatory, two or more lavatories may have one continuous mirror)
 - 4. Paper towel dispensers (one per every two lavatories)
 - 5. Sanitary napkin waste receptacle (one per women's toilet stall)
 - 6. Soap dispensers (one per lavatory)
 - 7. Toilet paper dispenser, continuous toilet-paper flow, capable of holding two rolls (one per toilet stall)
 - 8. Toilet seat-cover dispenser (one per toilet stall)
 - 9. Trash receptacles (one per toilet room)
- B. All accessories shall be constructed of stainless steel and exposed surfaces shall have satin finish.
- C. Toilet Room Partitions -- New toilet stall partitions shall match building standard.
 - 1. Lessor shall furnish and install privacy screen at all urinal locations -- screens shall match toilet partitions.
- D. Paper Towel and Soap Dispensers:
 - 1. Where sinks and lavatories are provided for State's exclusive use, Lessor shall provide, install, and replenish paper towel and soap dispensers. Dispensers shall be constructed of stainless steel and exposed surfaces shall have satin finish.
- E. Window Treatment:
 - 1. Lessor shall provide and install horizontal or vertical window blinds or other DGS approved device for privacy to all windows and interior glazed openings, including interior door side-lites.
 - 2. At sun-exposed areas, Lessor shall provide and install solar screens, reflective glass coatings, reflective glass panes, or other State and Lessor approved device for sun control.
- F. Knox Box:
 - 1. Where State occupies an entire building, Lessor shall furnish and install a Knox Box near building entrance as directed by Fire Department.
- G. Signage:
 - 1. Lessor shall provide and install room identification signage for all rooms.

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2. Lessor shall verify signage content, room number designation, and submit mock-ups of signage types to DGS for review and approval prior to fabrication.
 3. All signage located within the State's premises shall be tactile identification signage with raised letters and raised numbers between 5/8" and 2" high with a width-to-height ratio of between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Letters shall be raised 1/32" above the background, Sans Serif uppercase characters. Signage shall be installed 60" A.F.F. to centerline of sign. Signage for all private offices shall have a clear 3" – 4" high x 6" wide x 1/16" thick non-glare lens slide-out.
 - a. Characters and background of signage shall be eggshell, matt, or other non-glare finish. Characters shall contrast with their background.
 4. Grade 2 California Braille dots shall be raised 1/40" above the background. Braille shall be 1/10th inch on center within each cell and 2/10th inch between cells. Braille dots shall be domed or rounded
 5. In addition to room identification signage, Lessor shall provide and install tactile exit signs and tactile exit route signs.
 6. Where signs are mounted on glass, such as sidelights, furnish and install a blank of equal material, width, height, and background color to the opposite side of said glass.
 7. State of California Identification:
 - a. On or near the suite entrance door, install the words "STATE OF CALIFORNIA", the name of State tenant/ Department/ Agency and suite numbers and shall include Braille and tactile text and numbering. Signage shall be building standard and subject to approval by the State. Painted or pressure sensitive vinyl letters are not acceptable. Provide agency identification in the building directory, where available.
 8. Lessor shall provide 'Maximum Occupancy' signage(s) on the wall above or near the entry door for all conference, meeting, lunch, auditorium, and assembly rooms.
 9. Exterior signs: (applicable only if building is totally occupied by the State) Lessor shall provide and install exterior signs. Letters shall be of cast aluminum alloy, bronze, black anodized finish, dimensional plastic. Submit samples to DGS for approval. The words "STATE OF CALIFORNIA" and the name of the occupying department, and street address shall be in scale with the building elevation.
 - a. Lessor shall be solely responsible for any additional permits and fees.
- H. Assistive Listening Devices:
1. Lessor shall provide an assistive listening device system for all meeting, conference, quiet, assembly, and gathering rooms. The system shall comply with all accessibility requirements.
 2. Occupant Load less than 50:
 - a. One portable system per floor can be shared between rooms with occupant loads less than 50. The system shall be designed to accommodate the largest room size that is being shared. The portable, wireless FM based system shall include high output acoustic headset(s) such as the Centrum Motiva PFM 360 (or current model) with disposable ear plugs, neck-loop(s), conference microphones and a

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lockable charger/accessory carry case large enough to hold all equipment. The system shall be hearing aid compatible. Lessor shall provide signage at reception area indicating that the device is available.

3. Occupant Load of 50 or more:
 - a. Rooms with more than 50 person occupant load and fixed seating must have a fixed assistive listing device system for 4% of the total number of seats in these rooms, but not less than two. Lessor shall provide signage inside each room and in the common hallway and or corridor indicating that the device is available.

I. Modular Systems Furniture (MSF):

1. The State may elect to furnish and install MSF in lieu of traditional office furniture. MSF may be comprised of any combination of freestanding partition panels, panel supported worksurfaces, files, components, and access raceways.
2. Where State elects to install MSF as described above, Lessor, at Lessor's sole cost and expense, shall provide the following:
 - a. Obtain any required permits from the local jurisdiction.
 - b. Electrical engineering and installation of all wiring systems and components as necessary or required from the building's electrical system to the MSF for a complete and fully operational system.
 - c. Provide a minimum of four 20A circuits to each base feed and/or power pole feed. Each 20A circuit shall serve a maximum of four workstations. Coordinate electrical junction box locations with State furnished MSF plans. See Division 3 Special Provisions for MSF wiring diagram.
 - d. Installation of voice and data communication cabling from the data communication closet to the final point of termination at the MSF panel.
 - e. Cut and assemble the supplied power pole to the appropriate length, insert pole into top trim of panel, align the pole true and plumb, seismically brace pole, cutting the correct size hole in the ceiling tile, routing the electrical conduit through the pole, and installing the ceiling escutcheon plate to complete the pole installation.
 - f. Coordinate the installation of new wall mounted equipment to prevent interference with the MSF such as electrical panels, lighting control switching, thermostats, and fire extinguisher cabinets.
 - g. Relocate any existing wall-mounted equipment as required to accommodate MSF.
 - h. State or its representative shall provide MSF layout drawing(s) to Lessor for use in the preparation of construction documents.
 - i. State shall complete all procurement procedures for purchase of MSF.
 - j. In the event that the Lessor fails to complete the required construction, improvements, and/or alterations prior to the scheduled MSF delivery date, Lessor, at Lessor's sole cost and expense shall be responsible for all additional shipping, handling, and storage fees, including any "overtime" labor costs.
 - k. Where the State utilizes MSF, and the existing floor coverings are to be replaced as defined in the lease exhibits, Lessor, at Lessor sole cost and expense shall lift the existing MSF and disconnect as necessary, all power, voice, and data cabling. The MSF shall be lifted using a MSF lift

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system as recommended by the MSF manufacturer. Upon completion of the installation of floor coverings, Lessor shall reconnect all power, voice, and data cabling and lower the MSF into place. Lessor shall realign and adjust the MSF to its original location and condition. Prior to lifting or moving the MSF, Lessor shall perform an inspection with State representatives and contractor to observe and document the condition of the MSF. In the event the MSF is damaged during the performance of any tenant improvement work, Lessor, at Lessor's sole cost and expense shall repair and/or replace the MSF with approved equal product. MSF manufacturer's authorized installers shall perform all repair work.

J. Flagpoles:

1. Where State is the sole or major tenant of the building, (occupying more than 50% of the available space), the United States flag and California State flag shall be prominently displayed upon or in front of the building or grounds in conformance with all flag displaying protocols and etiquettes.
 - a. Lessor shall furnish and install the flagpole and flags.
 - b. Freestanding flagpole shall extend 30' above grade.
 - c. Flagpoles mounted to building shall extend 14' above building parapet.
 - d. Flagpoles shall be equipped with lockable halyard box.
 - e. Flagpole and halyard shall be CBC/ADA access compliant.
 - f. Flags shall be in scale with building and flagpole.
 - g. Lessor shall provide automatic lighting for nighttime illumination.

2.11 PLUMBING

- A. Lessor shall furnish and install plumbing fixtures in quantity and type as shown in Exhibit "A" and as required by Code. Where State occupies multiple floors, Lessor shall provide accessible toilet rooms on each floor. Lessor shall provide one or more drinking fountains within close proximity to office quarters or as indicated on plan. Drinking fountains shall be CBC/ADA access compliant.
- B. Lessor shall provide hot and cold water at each lavatory and sink. Domestic water heaters shall be located not more than 25 feet from furthest point of use unless a hot water recirculation or other temperature maintenance system is provided. Water heaters shall initially delivery water at 110° F.
- C. Where new toilet rooms, locker rooms with showers, shower rooms are provided and where shown on plans, Lessor shall provide floor drains.
- D. Domestic water supply systems shall be constructed with copper piping and tubing. Soldered connections on water supply lines shall use ASTM B32, Tin Antimony solder. Lead solder is not permitted.

2.12 HEATING, VENTILATING, AND AIR CONDITIONING

- A. Lessor shall provide a climate control system consisting of a fully automatic heating, ventilating, and air conditioning system capable of providing conditioned air continuously during occupied hours to the premises. The HVAC system shall be designed and capable of maintaining the following temperatures in all occupied areas:

<u>Design Criteria</u>	<u>Operating Criteria</u>
Winter: 76°F	Winter: 68°F

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Summer: 72°F

Summer: 78°F

- B. Lessor shall provide and install thermostats with automatic change over from heating to cooling. Thermostats shall have dead-band with adjustable range where no heating or cooling is activated. The temperature range of the thermostats shall be minimum 55°F to 85°F. Thermostats shall be cleaned, calibrated, and initially adjusted to 68°F maximum for heating and 78°F minimum for cooling. Thermostats shall be located within each zone. In multi-tenant buildings, thermostats shall not be shared with other building tenants.
- C. Lessor shall furnish and install lockable, tamperproof covers to all thermostats within the leased premises.
- D. Lessor shall furnish and install a dedicated air conditioning system with separate thermostat for the computer room, telecommunication room, server room, and other similar spaces. The system shall be capable of providing conditioned air 24 hours per day, 7 days a week. The operating temperature shall comply with the telecommunication equipment manufacturers.
- E. Lessor shall submit detailed heating and cooling calculations, Title 24 compliance information, equipment selection data, and "as-built" mechanical drawings to DGS upon request.
- F. The cooling load for conference rooms, quiet rooms, hearing rooms, public lobbies, waiting rooms, and employee break rooms shall be based on occupancy of 15 square feet per person. Cooling load for all other areas shall be based on occupancy of 100 square feet per person.
- G. Systems shall be zoned for each building exposure and for interior zones where appropriate. Each zone shall be of a size and shape to ensure even air distribution and temperature control throughout the leased premises. Each conference room, quiet room, hearing room, public lobby, waiting room, and employee break room shall be zoned separately.
- H. In multi-tenant buildings, HVAC zones shall not be shared with other building tenants.
- I. All fan systems supplying 2,000 cfm and above shall be equipped with an economizer system that will use outdoor air up to 100% of fan capacity for cooling of the premises. Operation of the economizer cycle shall be controlled by outside dry bulb air temperature.
- J. All lunchrooms and break rooms with microwave oven or other food-heating appliances shall include a general exhaust fan.
- K. Toilet rooms shall be provided with a mechanical exhaust system providing a minimum of 15 air changes per hour. Replacement air shall be supplied directly or indirectly from the building system. Individual supply ducts or sound-lined transfer ducts are acceptable. Each exhaust fan shall be interlocked with the associated HVAC unit supply fan serving the room. Exhaust air shall be ducted to the building exterior.
- L. Ductwork construction and installation shall conform to the appropriate Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) low velocity or high velocity duct construction standards. Ductwork shall be concealed or aesthetically compatible with the architectural design of the interior space. Individual supply and return air outlets and ductwork shall be provided in each enclosed area. Undercutting of doors, door grilles, or jumper ducts is not acceptable. Return air shall