

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

431



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:

July 14, 2011

SUBJECT: Subordination, Non-Disturbance and Attornment Agreement – Department of Public Social Services, Riverside, California

RECOMMENDED MOTION: That the Board of Supervisors approve the attached Subordination, Non-Disturbance, and Attornment Agreement and authorize the Chairman of the Board to execute the same on behalf of the County.

BACKGROUND: The County of Riverside and Koch Palmyrita Investments, LLC, successor in interest to Koch Investments, L.P. and Gregory G. Koch Trust entered into a lease agreement on May 15, 2007, for the purpose of providing office space for the Department of Public Social Services located at 731 Palmyrita, Riverside, California.

(Continued)

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel*
SYNTHIA M. GUNZEL
DATE: 7-6-11
Concurrence

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: July 26, 2011
xc: to [unclear] EDA, DPSS

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref.: 3.18 of 4/15/07; 3.22 of 10/30/07

District: 1

Agenda Number:

3.40

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

To facilitate the refinancing of this property, the lender has requested the execution of this agreement by the county and lessor. By execution of this agreement, the county agrees to subordinate its leasehold estate to the liens in favor of the lender which shall have no effect on prospective rights and obligations of the county or the lender as set forth in the lease. In addition, in the event the lender or its successor becomes the lessor, the county will recognize (attorn) the lender or its successor as lessor and the county's rights and obligations shall remain the same (not disturbed) as set forth in the lease for the remainder of the lease term.

County Counsel has reviewed and approved the attached documents as to legal form.

FINANCIAL DATA:

There are no costs associated with this transaction.

Attachments:

Subordination, Non-Disturbance, and Attornment Agreement

WHEN DOCUMENT IS FULLY EXECUTED BY
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

RECORDED AT REQUEST OF AND WHEN
RECORDED RETURN TO:

Attention: _____

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENMENT AGREEMENT

This Subordination, Non-disturbance, and Attorment Agreement ("Agreement") is made as of July 26, 2011 between American Equity Investment Life Insurance Company (Lender), an Iowa corporation, whose mailing address is Post Office Box 71216, Des Moines Iowa 50325, and the County of Riverside (County), by its authorized representative the Assistant County Executive Officer/EDA having its address for notification at 3403 Tenth Street, Suite 500, Riverside, California 92501.

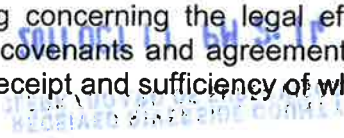
Recitals:

A. Lender has agreed to make a loan to Koch Palmyrita Investments, LLC, a California limited liability company (Lessor), to be secured by a deed of trust, dated June 23, 2011 and recorded on June 24, 2011, as Instrument No. 2011-0278415 in the Official Records of Riverside County, California (together with all amendments, increases, renewals, modifications, consolidations, replacements, substitutions, and extensions, either current or future, referred to hereafter as the "Mortgage") encumbering Lessor's ownership interest in real property located in Riverside, Riverside County, State of California. The legal description of the encumbered real property (the "Mortgage Premises") is set forth in Exhibit A, attached to this Agreement. The Mortgage, together with the promissory note or notes, the loan agreement(s), and other documents executed in connection with it are hereafter collectively referred to as the "Loan Documents".

B. On May 15, 2007, County and Lessor entered into a lease for the Mortgage Premises (the Lease). The Lease creates a leasehold estate in favor of County for space (the "Premises") located on the Mortgage Premises.

C. In connection with execution of the Mortgage, Lessor also executed and delivered to Lender an Assignment of Leases, Rents and Profits dated June 23, 2011, and recorded on June 24, 2011, as Instrument No. 2011-0278416, in the Official Records of the County Recorder of Riverside, California concerning all rents, issues and profits from the Mortgage Premises. This document, together with all amendments, renewals, modifications consolidations, replacements, substitutions and extensions, is hereafter referred to as the "Assignment of Rents."

To confirm their understanding concerning the legal effect of the Mortgage and the Lease, in consideration of the mutual covenants and agreements contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged,



JUL 26 2011 3:40

2011-10-109903

Lender and County, intending to be legally bound, agree and covenant as follows:

1. **Representations and Warranties.** County warrants and represents that the Lease is in full force and effect and that, as of the date of this Agreement and to the best of County's knowledge, there is no default under the Lease by Lessor or County.

2. **County Subordination.**

2.1. Subject to the provisions of Section 3, the Loan Documents shall constitute a lien or charge on the Mortgage Premises that is prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of County under it; by this Agreement, the Lease, the leasehold estate created by it, together with all rights and privileges of County under it, is subordinated, at all times, to the lien or charge of the Loan Documents in favor of Lender.

2.2. By executing this Agreement, County subordinates the Lease and County's interest under it to the lien right and security title, and terms of the Loan Documents, and to all advances or payments made, or to be made, under any Loan Document.

3. **Non-disturbance.**

3.1. Lender consents to the Lease.

3.2. Despite County's subordination under Section 2, County's peaceful and quiet possession of the Premises shall not be disturbed and County's rights and privileges under the Lease, including its right to early termination, its right to extend the term of the Lease, its right of first refusal to lease the property after expiration of the original term and any extensions thereof, shall not be diminished by Lender's exercise of its rights or remedies under the Loan Documents, provided that County has not canceled or terminated the Lease, nor surrendered, or abandoned the Premises.

3.3. If (a) Lender shall acquire title to, and possession of, the Premises on foreclosure in an action in which Lender shall have been required to name County as a party defendant, and (b) County is not in default under the Lease beyond any applicable cure or grace periods, has not canceled or terminated the Lease, nor surrendered, vacated or abandoned the Premises and remains in actual possession of the Premises at the time Lender shall so acquire title to, and possession of, the Premises, Lender and County shall enter into a new lease on the same terms and conditions as were contained in the Lease, except that:

(a) The obligations and liabilities of Lender under a new lease shall be subject to the terms and conditions of this Agreement (including the provisions of Sections 5-7);

(b) Lender shall have no obligations or liabilities to County under any such new lease beyond those of Lessor as were contained in the Lease; and

(c) The expiration date of any new lease shall coincide with the original expiration date of the Lease.

3.4. County shall not be named or joined in any foreclosure, trustee's sale, or other proceeding to enforce the Loan Documents unless such joinder shall be legally required to

perfect the foreclosure, trustee's sale, or other proceeding.

4. **Attornment.**

4.1. If Lender shall succeed to Lessor's interest in the Mortgage Premises by foreclosure of the Mortgage, by deed in lieu of foreclosure, or in any other manner, County shall be bound to Lender under all the terms, covenants and conditions of the Lease for the balance of its term with the same force and effect as if Lender were the Lessor under the Lease. County shall be deemed to have full and complete attornment to, and to have established direct privity between County and:

- (a) Lender when in possession of the Mortgage Premises;
- (b) a receiver appointed in any action or proceeding to foreclose the Mortgage;
- (c) any party acquiring title to the Mortgage Premises; or
- (d) any successor to Lessor.

4.2. County's attornment is self-operating, and it shall continue to be effective without execution of any further instrument by any of the parties to this Agreement or the Lease. Lender agrees to give County written notice if Lender has succeeded to the interest of the Lessor under the Lease. The terms of the Lease are incorporated into this Agreement by reference.

4.3. If the interests of Lessor under the Lease are transferred by foreclosure of the Mortgage, deed in lieu of foreclosure, or otherwise, to a party other than Lender (Transferee), in consideration of, and as condition precedent to, County's agreement to attorn to any such Transferee, Transferee shall be deemed to have assumed all terms, covenants, and conditions of the Lease to be observed or performed by Lessor from the date on which the Transferee succeeds to Lessor's interests under the Lease.

5. **Lender as Lessor.** If Lender shall succeed to the interest of Lessor under the Lease, Lender shall be bound to County under all the terms, covenants and conditions of the Lease, and County shall, from the date of Lender's succession to the Lessor's interest under the Lease, have the same remedies against Lender for breach of the Lease that County would have had under the Lease against Lessor; provided, however, that despite anything to the contrary in this Agreement or the Lease, Lender, as successor to the Lessor's interest, shall not be:

- (a) liable for any act or omission of any prior lessor (including the Lessor);
- (b) subject to any offsets or deficiencies which Lessee might be entitled to assert against any prior lessor (including Lessor);
- (c) bound by any rent or additional rent that County might have paid for more than one month in advance to any prior lessor (including Lessor); or
- (d) bound by an amendment or modification of the Lease made without Lender's written consent, which consent shall not be unreasonably withheld;

(e) subject to the County's right to assert continuing claims, such as material interference with the County's use and enjoyment of the premises, against the Lender, except as disclosed to Lender in writing prior to closing.

6. **Right To Cure.** County agrees that, before County exercises any of its rights or remedies under the Lease, Lender shall have the right, but not the obligation, to cure the default within the same time given Lessor in the lease to cure the default, plus an additional thirty (30) days or ten (10) days in the case of defaults in the payment of money from Lessor to County. County agrees that the cure period shall be extended by the time necessary for Lender to commence foreclosure proceedings and to obtain possession of the Mortgage Premises, provided that:

(a) Lender shall notify County of Lender's intent to effect its remedy;

(b) Lender initiates immediate steps to foreclose on or to recover possession of the Mortgage Premises;

(c) Lender initiates immediate legal proceedings to appoint a receiver for the Mortgage Premises or to foreclose on or recover possession of the Mortgage Premises within the thirty (30) day period; and

(d) Lender prosecutes such proceedings and remedies with due diligence and continuity to completion.

7. **Assignment of Rents.** If Lessor defaults in its performance of the terms of the Loan Documents, County agrees to recognize the Assignment of Rents made by Lessor to Lender and shall pay to Lender, as assignee, from the time Lender gives County notice that Lessor is in default under the terms of the Loan Documents, the rents under the Lease, but only those rents that are due or that become due under the terms of the Lease after notice by Lender. Payments of rents to Lender by County under the assignment of rents and Lessor's default shall continue until the first of the following occurs:

(a) No further rent is due or payable under the Lease;

(b) Lender gives County notice that the Lessor's default under the Loan Documents has been cured and instructs County that the rents shall thereafter be payable to Lessor;

(c) The lien of the Mortgage has been foreclosed and the purchaser at the foreclosure sale (whether Lender or a Transferee) gives County notice of the foreclosure sale. On giving notice, the purchaser shall succeed to Lessor's interests under the Lease, after which time the rents and other benefits due Lessor under the Lease shall be payable to the purchaser as the owner of the Mortgage Premises.

8. **County's Reliance.** When complying with the provisions of Section 7, County shall be entitled to rely on the notices given by Lender under Section 7, and Lessor agrees to release, relieve, and protect County from and against any and all loss, claim, damage, or liability (including reasonable attorney's fees) arising out of County's compliance with such notice.

County shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with Section 7 to the same extent as if such rents were paid directly to Lessor.

Any dispute between Lender (or Lender's Transferee) and Lessor as to the existence of a default by Lessor under the terms of the Mortgage, the extent or nature of such default, or Lender's right to foreclosure of the Mortgage, shall be dealt with and adjusted solely between Lender (or Transferee) and Lessor, and County shall not be made a party to any such dispute (unless required by law).

9. **Lender's Status.** Nothing in this Agreement shall be construed to be an agreement by Lender to perform any covenant of the Lessor under the Lease unless and until it obtains title to the Mortgage Premises by power of sale, judicial foreclosure, or deed in lieu of foreclosure, or obtains possession of the Mortgage Premises under the terms of the Loan Documents.

10. **Cancellation of Lease.** County agrees that it will not cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in the Lease.

11. **Special Covenants.** Despite anything in this Agreement or the Lease to the contrary, if Lender acquires title to the Mortgage Premises, County agrees that: Lender shall have the right at any time in connection with the sale or other transfer of the Mortgage Premises to assign the Lease or Lender's rights under it to any person or entity, and that Lender, its officers, directors, shareholders, agents, and employees shall be released from any further liability under the Lease arising after the date of such transfer, provided that the assignee of Lender's interest assumes Lender's obligations under the Lease, in writing, from the date of such transfer.

12. **Transferee's Liability (Non Recourse).** If a Transferee acquires title to the Mortgage Premises:

(a) County's recourse against Transferee for default under the Lease shall be limited to the Mortgage Premises or any sale, insurance, or condemnation proceeds from the Mortgage Premises;

(b) County shall look exclusively to Transferee's interests described in (a) above for the payment and discharge of any obligations imposed on Transferee under this Agreement or the Lease ; and

(i) Transferee, its officers, directors, shareholders, agents, and employees are released and relieved of any personal liability under the Lease;

(ii) County shall look solely to the interests of Transferee set forth in (a) above, and

(iii) County shall not collect or attempt to collect any judgment out of any other assets, or from any general or limited partners or shareholders of Transferee.

13. **Transferee's Performance Obligations.** Subject to the limitations provided in Sections 11 and 12, if a Transferee acquires title to the Mortgage Premises, the Transferee shall perform and recognize all County improvement allowance provisions, all rent-free and rent rebate provisions, and all options and rights of offer, in addition to Lessor's other obligations under the Lease.

14. **Notice.** All notices required by this Agreement shall be given in writing and shall be deemed to have been duly given for all purposes when:

(a) deposited in the United States mail (by registered or certified mail, return receipt requested, postage prepaid); or

(b) deposited with a nationally recognized overnight delivery service such as Federal Express or Airborne.

Each notice must be directed to the party to receive it at its address stated below or at such other address as may be substituted by notice given as provided in this section.

The addresses are:

Lender: American Equity Investment Life Insurance Company
Mailing address: P.O. Box 71216
Des Moines, IA 50325
Attention: Mortgage Loan Department

Delivery address: 6000 Westown Parkway
Westown Parkway
West Des Moines, IA 50266
Attention: Mortgage Loan Department

Copy to: Whitfield & Eddy, P.L.C.
317 6th Avenue, Suite 1200
Des Moines, IA 50309
Attention: Tara B. Olivencia

County: County of Riverside
Economic Development Agency
3403 Tenth Street, Suite 500
Riverside, CA 92501
Attention: Deputy Director of Real Estate

Copies of notices sent to the parties' attorneys or other parties are courtesy copies, and failure to provide such copies shall not affect the effectiveness of a notice given hereunder.

15. **Miscellaneous Provisions.**

15.1. This Agreement may not be modified orally; it may be modified only by an agreement in writing signed by the parties or their successors-in-interest. This Agreement shall inure to the benefit of and bind the parties and their successors and assignees.

15.2. The captions contained in this Agreement are for convenience only and in no way limit or alter the terms and conditions of the Agreement.

15.3. This Agreement has been executed under and shall be construed, governed, and enforced, in accordance with the laws of the State of California except to the extent that California law is preempted by the U.S. federal law. The invalidity or unenforceability of one or more provisions of this Agreement does not affect the validity or enforceability of any other provisions.

15.4. This Agreement has been executed in duplicate. Lender and County agree that one (1) copy of the Agreement will be recorded.

15.5. This Agreement shall be the entire and only agreement concerning subordination of the Lease and the leasehold estate created by it, together with all rights and privileges of County under it, to the lien or charge of the Loan Documents and shall supersede and cancel, to the extent that it would affect priority between the Lease and the Loan Documents, any previous subordination agreements, including provisions, if any, contained in the Lease that provide for the subordination of the Lease and the leasehold estate created by it to a deed of trust or mortgage. This Agreement supersedes any inconsistent provision of the Lease.

15.6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which copies, taken together, shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the copies and attached to a single copy of this Agreement to physically form one original document, which may be recorded without an attached copy of the Lease.

15.7. If any legal action or proceeding is commenced to interpret or enforce the terms of this Agreement or obligations arising out of it, or to recover damages for the breach of the Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the non-prevailing party or parties all reasonable attorneys' fees, costs, and expenses it has incurred.

15.8. Word Usage. Unless the context clearly requires otherwise, (a) the plural and singular numbers will each be deemed to include the other; (b) the masculine, feminine, and neuter genders will each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

Executed on the date first above written.

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

Lender:
AMERICAN EQUITY INVESTMENT LIFE INSURANCE
COMPANY, an Iowa corporation

By: See Attached
James M. Gerlach, Executive Vice President

COUNTY OF RIVERSIDE:

By: Bob Buster
Bob Buster
Chairman, Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk to the Board

By: Karen Buster

APPROVED AS TO FORM: DEPUTY
PAMELA J. WALLS, County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel,
Deputy County Counsel

Accepted and Agreed To:

Lessor:

KOCH PALMYRITA INVESTMENTS,
a California limited liability company

By: Gregory Koch, Manager
Gregory Koch, Manager

[Exhibit A: Legal description of Mortgage Premises]

AMERICAN EQUITY INVESTMENT LIFE INSURANCE
COMPANY, an Iowa corporation


By: 
Kathleen A. Knudson
Vice President Commercial Mortgage

EXHIBIT "A"

Legal Description

Real property in the City of Riverside, County of Riverside, State of California, described as follows:

PARCEL 1:

PARCEL "A" AS SHOWN ON EXHIBIT "A" ATTACHED TO LOT LINE ADJUSTMENT LLA#009990 RECORDED OCTOBER 1, 1999 AS INSTRUMENT NO. 439747 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN SURVEY BOOK 67 PAGE(S) 48, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 2 OF PARCEL MAP 28040, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 185 PAGE(S) 31 AND 32, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. THENCE NORTH $0^{\circ} 01' 18''$ EAST (RECORDED NORTH $0^{\circ} 02' 00''$ EAST) ALONG THE EAST LINE OF SAID PARCEL 2, A DISTANCE OF 831.19 FEET TO A POINT ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JERSEY WAREHOUSE PARTNERS BY DEED RECORDED JUNE 3, 1997 AS INSTRUMENT NO. 195264, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH $89^{\circ} 58' 42''$ EAST ALONG SAID SOUTH LINE A DISTANCE OF 607.89 FEET TO A POINT ON THE WESTERLY LINE OF THE GAGE CANAL, AS SHOWN BY MAP ON FILE IN BOOK 67 PAGE(S) 48 OF SURVEYS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH $11^{\circ} 11' 58''$ WEST ALONG THE WESTERLY LINE OF THE GAGE CANAL, A DISTANCE OF 432.20 FEET; THENCE NORTH $89^{\circ} 58' 42''$ WEST AND PARALLEL WITH THE SOUTH LINE OF THAT CERTAIN PARCEL CONVEYED TO JERSEY WAREHOUSE PARTNERS BY DEED RECORDED JUNE 3, 1997 AS INSTRUMENT NO. 195264, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 474.19 FEET; THENCE SOUTH $0^{\circ} 01' 18''$ WEST AND PARALLEL WITH THE EAST LINE OF SAID PARCEL 2 OF PARCEL MAP 28040, A DISTANCE OF 407.09 FEET TO A POINT ON THE NORTH LINE OF PALMYRITA AVENUE, BEING 33.00 FEET NORTH MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF PALMYRITA AVENUE; THENCE SOUTH $89^{\circ} 56' 09''$ WEST (RECORDED AS SOUTH $89^{\circ} 57' 00''$ WEST) ALONG THE NORTH LINE OF PALMYRITA AVENUE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 ABOVE AS DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RECIPROCAL ACCESS EASEMENTS DATED DECEMBER 12, 1999 AND RECORDED JANUARY 12, 2000 AS INSTRUMENT NO. 12296 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 ABOVE AS DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RECIPROCAL ACCESS EASEMENTS DATED FEBRUARY 27, 1997 AND RECORDED MARCH 14, 1997 AS INSTRUMENT NO. 84889 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 255-120-034-4

LEASE

(Department of Public Social Services /
731 Palmyrita Avenue, Riverside, California)

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LEASE
(Department of Public Social Services /
731 Palmyrita Avenue, Riverside, California)

KOCH INVESTMENTS LP AND GREGORY G. KOCH, TRUSTEE OF THE GREGORY G. KOCH TRUST hereinafter called Lessor, leases to the **COUNTY OF RIVERSIDE**, hereinafter called County, the property described below upon the following terms and conditions:

1. **Description.** The premises leased hereby consist of approximately 81,206 square feet located within that certain building located at 731 Palmyrita Avenue, Riverside, California, as more particularly shown on Exhibit "A", attached hereto and by this reference made a part of this Lease. The Leased Premises shall include the use of 140 vehicular parking spaces as outlined in red on Exhibit "A", of which 120 shall be reserved for the exclusive use of County.

2. **Use.**

(a) The premises are leased to County primarily for the purpose of providing warehouse and office space for use by its Department of Public Social Services, but may be used for any official business of County government.

(b) County shall have the exclusive possession of the Leased Premises and common usage of the walkways, restrooms, driveways, vehicular parking spaces, and other similar facilities maintained by Lessor for other tenants and the public.

3. **Term.**

(a) This Lease shall commence June 1, 2007, and terminate May 31, 2013.

(b) Any holding over by County after the expiration of said term shall be deemed a month-to-month tenancy upon the same terms and conditions of this Lease, except that the monthly rent shall be increased by two percent (2%).

(c) County shall have the right of first refusal as to the renewal of this Lease at the expiration of said term on the same terms and conditions Lessor may offer to any other bona fide prospective tenant. No sooner than one hundred twenty (120) days prior to the expiration of said term, Lessor may submit the terms and conditions of renewal to County, and County shall then have sixty (60) days to evaluate and either accept or reject Lessor's offer.

4. **Rent.** The monthly rent shall be payable as follows during the lease term:

June 1, 2007 through May 31, 2008	\$56,070.08 per month
June 1, 2008 through May 31, 2009	\$65,814.80 per month
June 1, 2009 through May 31, 2010	\$67,114.10 per month
June 1, 2010 through May 31, 2011	\$68,439.39 per month
June 1, 2011 through May 31, 2012	\$69,791.18 per month
June 1, 2012 through May 31, 2013	\$71,170.01 per month

5. **Custodial Services.** Lessor shall provide, or cause to be provided, and pay for all custodial services in connection with all areas of the Leased Premises except the main warehouse floor and floors 2 and 3 of the Records Management mezzanine. Such services shall be provided as set forth in Exhibit "B", attached hereto and by this reference made a part of this Lease. Custodial services will be bondable and proof of such insurance, as furnished by the Lessor, shall be provided prior to occupancy of the Leased Premises by County.

6. **Utilities.** Lessor warrants that sufficient utility services to provide water, telecommunications, electric power, natural gas and sewers necessary to meet County's requirements exist or are available for use by County within the Leased Premises. County shall pay for all utility consumption in connection with the Leased Premises, including, but not limited to, telephone, electric, water, gas, refuse collection and sewer services, as may be required in the operation and use of the Leased Premises.

7. **Maintenance.**

(a) Lessor warrants that the Leased Premises shall be in good and suitable condition for the uses contemplated herein at such time as County can take useful occupancy. Lessor shall keep the Leased Premises in such good condition, and in compliance with all federal, state and local laws, ordinances, rules, codes and regulations including but not limited to fire, health and safety. Additionally, Lessor shall maintain the exterior and interior of the Leased Premises, including, but not limited to, insect/pest control services, air conditioning equipment, heating equipment, plumbing, electrical wiring and fixtures, windows and structural parts, in good working condition and repair and in compliance with all laws, ordinances, rules and regulations, including, but not limited to, the Americans with Disabilities Act of 1990 and any regulations issued pursuant thereto.

(b) In the event Lessor fails, or refuses, to make any repairs to the Leased Premises as may be required or necessitated, County reserves the right to

undertake such repairs, subject to two (2) weeks notice to Lessor in writing. The costs and expenses of such repairs shall be deducted from any rents due hereunder.

(c) Notwithstanding the provisions contained in Paragraph 8(a) above, in the event an emergency arises which requires or necessitates repairs to the Leased Premises in order to ensure the health and safety of persons or property or both, and Lessor fails, or refuses, to make such repairs in an expeditious manner, County may undertake such repairs and notify Lessor thereof in writing promptly thereafter. The costs and expenses of such repairs shall be deducted from any rents due hereunder.

(d) Lessor shall change air conditioner filters and clean intake and all other vents no less than every other month.

(e) Lessor will correct carpet defects as they arise. Should the carpet need to be replaced due to normal wear and tear during the lease term, Lessor, at its expense, will replace with DPSS standard carpet.

(f) In the event repairs are necessary due to the negligence or damage caused by County, its employees, guests or invitees, County shall be responsible for the cost of such repairs.

8. **Mezzanine Maintenance.**

(a) Notwithstanding the provisions of paragraph 7 herein, Lessor shall provide maintenance for the mezzanine system, and County shall reimburse Lessor for costs that exceed \$850.00 per month. Within sixty (60) days of each anniversary date of the Lease, Lessor shall prepare an itemized expense statement of the actual cost of maintenance for the previous year. In the event monthly costs exceed \$850.00, County shall reimburse Lessor, within sixty (60) days, the difference between \$850.00 and the actual cost. In the event monthly costs are less than ~~\$850.00~~⁵⁵⁰, County shall receive a rent credit.

(b) It is agreed maintenance as stated herein includes the overhead lighting, swamp coolers, exhaust fans, fire sprinklers, and fire extinguishers that are attached to, or service exclusively, the mezzanine above what is deemed a base building expense.

9. **Improvements by Lessor.**

(a) Lessor recognizes and understands that any leasehold improvements requested by the County during the term of this Lease shall be undertaken according to Exhibit "C", General Construction Specifications for Leased Facilities, attached hereto and by this reference made a part of this Lease.

(b) Upon execution of this lease, Lessor shall, at its cost and expense, prepare the Leased Premises in accordance with Exhibit "C" and in accordance with specifications prepared by Lessor, by this reference made a part hereof as Exhibit "D".

(c) Lessor's not to exceed estimate of the cost of all leasehold improvements per exhibit D is \$221,070.63, which includes a contingency amount of \$18,270.30 budgeted by County for the sole purpose of paying for extra items requested by County during the course of construction or installation of leasehold improvements. Upon completion of the work set forth in Exhibits "C" and "D", and within fourteen (14) days of completion and acceptance of the Leased Premises by County, Lessor shall provide County with an itemized statement of the actual costs of leasehold improvements incurred by Lessor (accompanied by vendor and subcontractor invoices if requested by County) along with request for reimbursement of actual costs incurred.

(d) County shall make payments to reimburse Lessor for actual leasehold improvement costs incurred in accordance with Exhibits "C" and "D" in the following manner:

County shall pay to Lessor one-third (1/3) the amount indicated in paragraph 9(c) within twenty (20) calendar days following completion and acceptance of the improvements by County. County shall pay to Lessor one-third (1/3), plus 10% interest of the unreimbursed balance by September 30th of the second fiscal year following completion and acceptance. County shall pay to Lessor the remaining one-third (1/3), plus 10% interest of the unreimbursed balance by September 30th of the third fiscal year following completion and acceptance.

In the event all or a portion of the County contingency budget is used, any amount used shall be divided into three payments, and each payment shall be paid to Lessor, with interest as to the second and third payments, together with the payments as specified above.

(e) Lessor shall provide, without reimbursement by County, new VCT in the break room, patching and paint of the interior offices; exterior paint where needed and restriping of the parking areas. All work will be completed prior to May 31, 2008.

(f) Lessor recognizes and understands that any leasehold improvements requested by the County may be subject to the provisions contained in the California Labor Code (commencing with Section 1720) relating to general prevailing wage rates and other pertinent provisions therein.

(f) In providing the County with any requested alterations or leasehold improvements, Lessor shall comply with all current applicable building

standards, which may change from time to time, including but not limited to the Americans with Disabilities Act of 1990 and any regulations issued pursuant thereto.

(g) Upon completion of the leasehold improvements, Lessor shall submit to County (1) a complete set of "As-Built" drawings showing every detail, latent or otherwise, of such improvements, including but not limited to electrical circuitry and plumbing, and (2) the same complete set of "As-Built" drawings on a computer disk in a CADD format.

10. Improvements by County.

(a) Any alterations, improvements or installation of fixtures to be undertaken by County shall have the prior written consent of Lessor after County has submitted plans for any such proposed alterations, improvements or fixtures to Lessor in writing. Such consent shall not be unreasonably withheld by Lessor.

(b) All alterations and improvements made, and fixtures installed, by County shall remain County property and may be removed by County at or prior to the expiration of this Lease; provided, however, that such removal does not cause injury or damage to the Leased Premises, or in the event it does, the Leased Premises shall be restored.

11. Insurance.

(a) Lessor shall, at its sole cost and expense, maintain in full force and effect during the term of this Lease and during any extensions thereof, a policy of standard fire and extended coverage insurance with vandalism and malicious mischief endorsements, insuring the Building and any improvements to the Leased Premises provided by Lessor, on a full replacement cost basis (no deduction for depreciation). Lessor shall also carry public liability insurance for areas of the Building excluding the Leased Premises. Such policy or policies shall contain appropriate clauses or endorsements under which Lessor's insurer waives all right of subrogation against Lessee, and its agents, employees, invitees, guests and licensees, with respect to losses payable under such policy or policies.

(b) County shall cause to be placed in effect immediately upon the Commencement Date of this Lease, and shall maintain in full force and effect during said term, comprehensive public liability insurance with a combined single limit coverage of not less than \$2,000,000.00 for the Leased Premises. At County's option, County may provide self-insurance for said comprehensive public liability and for its personal property.

(c) County agrees to indemnify, defend and hold Lessor harmless from and against any and all claims, demands, losses, damages, liabilities or

judgments imposed against Lessor, including all interest, penalties, fines and other sanctions, and any costs or expenses in connection therewith, including reasonable attorneys' fees, arising out of or resulting directly from the use of the Leased Premises by the County.

12. Options to Terminate.

(a) The parties hereto recognize and understand that the rental consideration hereunder originates from county, state and/or federal sources and therefore, if such funding is reduced or otherwise becomes unavailable, based on the County's annual fiscal budget or the budget of the Department of Social Services, County shall have the right to terminate this lease by giving Lessor six months notice thereof in writing.

(b) In the event County terminates this Lease for the reasons provided in Paragraph 12(a) herein, County agrees to pay Lessor as full satisfaction the balance of all unamortized payments which would otherwise be due for improvements under Paragraph 9 on or before said termination date.

13. Notices. Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below or to such other addresses as from time to time shall be designated by the respective parties.

County:

County of Riverside
Department of Building Services
3133 Mission Inn Avenue
Riverside, California 92507-4199

Lessor:

Koch Investments, LP
P.O. Box 21185
Los Angeles, CA 90021

14. Quiet Enjoyment. Lessor covenants that County shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the use of the Leased Premises so long as County shall fully and faithfully perform the terms and conditions that it is required to do under this Lease.

15. Binding on Successors. The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the parties hereto.

16. Severability. The invalidity of any provision in this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

17. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of

California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

18. **Attorneys' Fees.** In the event of any litigation or arbitration between Lessor and County to enforce any of the provisions of this Lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment rendered in such litigation or arbitration.

19. **County's Representative.** County hereby appoints the Director of Facilities Management as its authorized representative to administer this Lease.

20. **Agent for Service of Process.** It is expressly understood and agreed that in the event Lessor is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, Lessor shall file with County's Director of Building Services, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Lease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Lessor. It is further expressly understood and agreed that if for any reason service of such process upon such agent is not feasible, then in such event, Lessor may be personally served with such process out of this County and that such service shall constitute valid service upon Lessor. It is further expressly understood and agreed that Lessor is amenable to the process so served, submits to the jurisdiction of the court so obtained and waives any and all objections and protests thereto.

21. **Entire Lease.** This Lease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements, option notices, and understandings, oral or written, in connection therewith. This Lease may be changed or modified only upon the written consent of the parties hereto.

22. **Interpretation.** The parties hereto have negotiated this Lease at arms length and with advice of their respective attorneys, and no provision contained herein shall be construed against county solely because it prepared this Lease in its executed form.

23. **Damage and Destruction.** In the event that the Leased Premises are partially or wholly damaged, destroyed or lost as a result of any casualty which impairs County's ability to conduct its business, Lessor shall forthwith repair, restore, and reconstruct said damaged or destroyed improvements, so that upon

completion thereof said improvements will be substantially the same as before the occurrence of said damage or destruction. In the event Lessor fails to commence such repair, restoration or reconstruction within thirty (30) days following its occurrence, and thereafter diligently prosecute the same to completion, County may, upon furnishing to Lessor written notice of its election to do so, (i) cause such repair, restoration or reconstruction to be accomplished at Lessor's expense or (ii) terminate this Lease without penalty. While improvements to the Leased Premises are being repaired, restored or reconstructed, County shall not be required to pay Rent commencing on the date of destruction and ending on the date on which said repair, restoration or reconstruction work is complete, pro-rated to the extent that the Leased Premises are unusable. In addition, at the election of County, notice of which should be given within fifteen (15) days of completion of repairs, the term of the Lease shall be extended for a period of time corresponding to the period of time required to accomplish said restoration or reconstruction.

24. **Ownership of Fixtures.** The mezzanine rack system, any pallet bay fixtures and equipment, and any alarm system equipment or components installed by Lessor in accordance with Exhibit D (or enhancements to said systems added at any later date) shall become the personal property of County, at County's election, provided County has fulfilled its' obligations pursuant to Article 9a hereinabove.

25. **Environmental Indemnification.** County shall not store or dispose of hazardous waste upon the Leased Premises. County warrants that it will not introduce hazardous substances into the Leased Premises, the building or the land upon which it is constructed. County shall not permit County employees to dispose of hazardous substances within the Leased Premises. Hazardous substances shall include, but not be limited to, hazardous waste within the meaning of the California Environmental Protection Act (Proposition 65) and the Federal Environmental Quality Act.

26. **Alarms.**

(a) The Leased Premises is equipped with a burglary alarm system. County shall pay the ongoing expense of monitoring the equipment and/or system throughout the term of this lease and any extension thereof.

(b) The elevators in the Leased Premises are equipped with emergency telephones. Lessor shall maintain and repair said equipment and pay the ongoing expense of monitoring such throughout the term of this lease and any extension thereof.

(c) The Leased Premises is equipped with a fire alarm system. Lessor shall maintain and repair said system and equipment and pay the expense of ongoing monitoring of the system throughout the term of this lease and any extension thereof.

27. **Approval.** This Lease shall not be binding or consummated until its approval by the County's Board of Supervisors

Dated: MAY 15 2007

KOCH INVESTMENTS, LP
Gene Koch 4-15-07
By: *G. Teryl Koch*
G. Teryl Koch,

GREGORY G. KOCH TRUST
By: *G. G. Koch*, Trustee
Gregory G. Koch, Trustee

COUNTY OF RIVERSIDE
By: *John Tavaglione*
Chairman
Board of Supervisors JOHN TAVAGLIONE

Attest: **NANCY ROMERO**
CLERK OF THE BOARD

By: *Jane Sklemm*
Deputy

FORM APPROVED
COUNTY COUNSEL

APR 30 2007

BY *Gordon V. Wilco*

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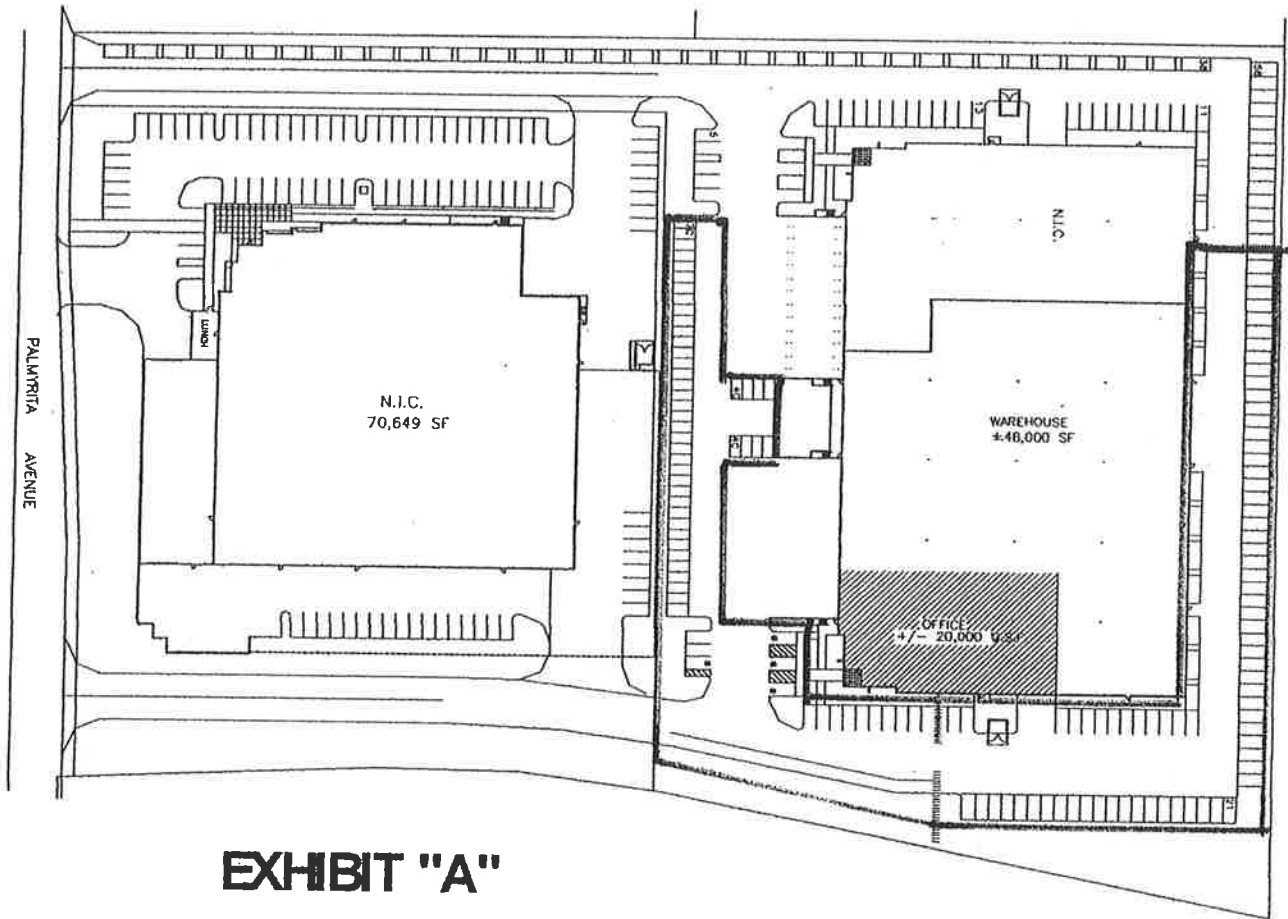


EXHIBIT "A"

COUNTY OF RIVERSIDE
Department of Facilities Management
Real Estate Division

CUSTODIAL SERVICES REQUIREMENTS
FOR LEASED FACILITIES

1. Background checks shall be performed, in a manner specified by County, of all qualified permanent and temporary employees.
2. Provide all required services and supplies.
3. Perform services five days a week during the hours of 5:00 pm to 1:00 am only.
4. Provide and replace all fluorescent light tubes and incandescent light bulbs using only those types of tubes and bulbs that are energy efficient as indicated by manufacturer. Fixture reflectors shall be wiped clean with each relamping.
5. Lessor and custodial staff shall be responsible for key control. Issuing keys to workers, collecting said keys at shift end and retrieving keys at the end of custodian's employment. If keys are lost, stolen or misplaced, rekeying costs are landlord's responsibility.
6. **SPECIFIC SERVICES – Frequency and coverage:**
 - A. **Daily:**
 1. Rest Rooms:

Empty all trash containers, refill dispensers, damp mop floors, clean, sanitize and polish all plumbing fixtures, chrome fittings, flush rings, drain and overflow outlets, clean and polish mirrors, clean wall adjacent to hand basins/urinals, dust metal partitions, remove finger prints from walls, switches, etc.
 2. Lobby Area – Main Corridors – Stairways:

Remove trash, vacuum, vacuum/damp mop tile, clean lobby and entrance doors, clean and sanitize drinking fountains.
 3. Employee Break Rooms/Kitchen:

Remove trash from building and deposit in dumpster, vacuum rugs and carpet, wipe spills, mop tile floor, remove fingerprints from doors, light switches, etc., and refill dispensers.
 4. General and Private Areas:

Remove trash, vacuum carpets, mop tile floors, spot clean interior partition glass, clean counter tops and blackboards, dust desks, conference tables, credenza/file cabinets and bookcases.

5. Building Security:

- a. Turn off all lights (except security and night lights).
- b. Close windows.
- c. Reset alarms and lock all doors.

B. **Weekly – All Areas:**

Polish buff hard resilient floors in traffic areas, spot clean carpeted areas.

Dust all high and low horizontal surfaces, including sills, ledges, moldings, shelves, locker tops, frames and file cabinets, damp wipe plastic and leather furniture.

Remove fingerprints from doors, elevator walls and controls, frames and light switches in office areas, clean and polish bright metal to 70" height, clean and sanitize waste containers in rest rooms and break rooms.

C. **Monthly – All Areas:**

Clean interior glass partitions/doors, dry dust wood paneling, remove dust/cobwebs from ceiling areas.

Spray buff resilient/hard floor areas, detail vacuum carpet edges, under desk/office furniture.

D. **Quarterly – All Areas:**

Spray buff resilient and hard surface floors and apply floor finish.

Clean interior/exterior windows, clean/polish office furniture, damp clean diffuser outlets in ceiling/wall, wash waste containers, clean/dust blinds, wash sanitize.

E. **Semi-Annually – All Areas:**

1. All Areas:

- a. Clean and polish all baseboards.
- b. Damp clean lobby and reception chairs.
- c. Clean carpeted surfaces-use a water extraction method.

F. **Annually – All Areas:**

1. All resilient and hard surface floors:

- a. Move furniture, strip, seal and apply floor finish to all resilient and hard surface floors.

G. Specific Supplemental Cleaning:

Weekly	1.	Closed Files Workstations:	
		Dust and mop floor from entry to last cubical	Weekly
		Clean workstations and vacuum carpet runner	Nightly
		Empty desk and 30 gallon trash cans Vacuum between file stacks (16 rows)	Nightly
	2.	Print Shop:	
		Vacuum and sanitize workstations	Nightly
	3.	Print Shop Mezzanine:	
		Sweep and mop	Weekly
	4.	Warehouse Restroom:	
		Clean and Sanitize	Nightly
	5.	Warehouse	
		Empty trash cans outside closed files	Nightly
	6.	Warehouse Receiving:	
		Vacuum Rugs	3x Per Week
	7.	Warehouse Receiving Workstations:	
		Dust, Vacuum and Empty Trash	Nightly

**COUNTY OF RIVERSIDE
DEPARTMENT OF FACILITIES MANAGEMENT
Real Estate Division**

**GENERAL CONSTRUCTION SPECIFICATIONS
FOR LEASED FACILITIES**

A. INTENT

1. It is the intent of these instructions to convey to the Lessor and his bidders the construction requirements for obtaining a complete and usable facility under lease agreement. These instructions apply to all new construction (build-to-suit), alterations and repair and/or renovation in facilities leased to the County of Riverside.
2. All references to the County in this or any other specification means the Director of Facilities Management or his designee.
3. All work in accordance with these specifications or any other specifications and plans must be coordinated with the Director of Facilities Management or his designee. Specifications contained on or with specific plans for construction may contain more stringent provisions than the minimum requirements stated herein. The more stringent requirements shall govern.
4. When fully justified, Lessor may request waiver of any portion of these specifications. Such requests must be submitted in writing to the Department of Facilities Management with full justification. All specifications will be enforced unless specifically waived by the Department of Facilities Management in writing.

B. COMPLIANCE WITH LOCAL REGULATIONS

1. In the absence of such codes, ordinances or regulations, the Lessor's contractor shall use the latest edition of the "Uniform Building Code". However, when such local, County or State requirements contain more stringent provisions than the minimum requirements stated herein, the more stringent requirements shall govern.
2. The Lessor shall, without additional expense to the County, be responsible for obtaining and paying for any necessary construction fees, licenses and permits required for privately owned buildings. Lessor shall comply with any applicable Federal, State and Municipal laws, codes, and regulations in connection with the prosecution of the work, and shall take proper safety and health precautions to protect work, the workers, the public, and the property of others.
3. All work in accordance with these specifications must be done in strict compliance with the Americans with Disabilities Act of 1990 and any regulations issued pursuant thereto.

C. DRAWINGS

1. A site plan, clearly indicating employee, visitor and open parking spaces, shall be prepared. Floor plans, elevations, mechanical and electrical drawings shall be prepared, preferably at one eighth inch (1/8") scale.
2. The Department of Facilities Management shall be provided four (4) complete sets of the aforementioned drawings and specifications for review and approval.
3. Prior to start of construction, two (2) complete approved sets of construction plans and specifications shall be provided to the Department of Facilities Management. These sets shall be

signed to indicate approval by Information Technology and the user department. One set will be returned to Lessor for construction, the second set shall be retained by Department of Facilities Management.

4. Any changes or deviation from the approved plans and specifications will not be accepted without prior written approval from the Department of Facilities Management.

D. **CONSTRUCTION**

1. A pre-construction conference with Lessor, contractor and County shall be conducted at a mutually agreed-upon site for reviewing and defining the construction requirements.
2. Inspections by the Department of Facilities Management will be conducted at random times during the course of construction. The successful bidder shall maintain, on the job site, a complete set of approved final drawings and specifications marked up to show any changes and as-built conditions. Normally, three (3) unscheduled and one (1) final inspection will be conducted. At the final inspection, a punch list will be developed, and any deficiencies noted will be corrected prior to County's acceptance of the facility.

E. **SPECIFICATIONS**

1. The Lessor shall be responsible, in all cases, for the proper design and coordination of architectural, structural, plumbing, electrical, heating, ventilation, air conditioning, site elements, etc., of the proposed facility. Accessibility for physically handicapped is required, unless specifically waived in writing by the Department of Facilities Management.
2. Lessor shall verify the accuracy of all dimensions, and he shall be responsible for correcting and recording any discrepancies.

(SITE REQUIREMENTS)

A. **SITE**

1. The Lessor shall be responsible for determining site conditions, including sub-surface soil conditions, adequate public utilities and load-bearing characteristics, the installation of retaining walls, demolition, relocation of utilities, and other site improvements.

B. **GRADING**

1. The finish grades and contours shall be correlated with street and sidewalk grades established by the local municipality. Floors, driveways, etc., shall be adjusted by the Lessor's architect as necessary, to insure property clearances, surface drainage, slope gradients, storm and sanitary sewer gradients and connections. All paved areas shall be graded as necessary to provide positive drainage of surface runoff water away from the buildings.

C. **DRAINAGE**

1. Walks, parking areas, driveways and maneuvering areas shall be provided with positive natural drainage whenever possible. The floor of the building and adjacent grades may be raised sufficiently to provide natural drainage.

D. **RETAINING WALLS**

1. The determination of the location and extent of retaining walls required is the responsibility of the Lessor.

E. **LANDSCAPING**

1. Suitable regionally appropriate, water conserving, low-maintenance planting shall be provided. Preservation of existing vegetation and the providing of additional landscaping shall meet local environmental requirements.

F. **CLEANUP**

1. Upon completion of the facility and prior to move-in and acceptance for lease by the County, the Lessor shall clean, seal and wax floors, clean windows, fixtures and finishes, interior and exterior, and remove surplus materials and debris from the site.

(ARCHITECTURAL REQUIREMENTS)

A. **FLOORS**

1. Floor elevations shall be at least eight inches above finished exterior grade whenever possible. When floor slab is below grade, it shall be waterproof.
2. Floors shall be designed in accordance with uniform, concentrated and special loads given in the "Uniform Building Code", chapter 23.
3. Carpet – One hundred percent (100%) continuous filament nylon or olefin with static control; minimum yarn weight - 28 oz. Require statement of pile weight from vendor or manufacturer. Minimum five (5) year warranty excluding the use of protective chair pads against ten percent (10%) surface wears when properly maintained. Four inch (4") rubber cove base shall be used for base in all carpeted areas. Colors/patterns must be approved by the Department of Facilities Management.
4. Carpet tiles may be used. Pile weight 28 oz. static control 2.0 K.V. or less. Color shall meet County color standards.
5. Non-carpeted floors - rest rooms, coffee rooms, etc., shall have sheet vinyl covering, including base. Vinyl tile may be used in other non-carpeted areas. Vinyl shall be commercial grade with colors and patterns full depth. Colors/patterns of sheet vinyl and vinyl tile must be approved by the Department of Facilities Management.

B. **WALLS**

1. Interior walls - all interior partition construction shall comply with applicable Federal, State, County and City codes. The types of interior partitions to be used must be approved by the Department of Facilities Management. Systems furniture may be used.
2. Toilet room walls adjacent to occupied spaces shall be sound insulating double-wall construction and filled with sound-absorbing materials.
3. Exterior walls - Exterior walls constructed of wood or steel stud shall be insulated to R-11 specifications.

C. **ROOF AND INSULATION**

1. Roof construction and insulation shall be appropriate to the overall design of the building and prevailing weather conditions. Light colored materials are encouraged.

2. All roof designs shall include a minimum one-half inch (½") to one foot (1') slopes for positive drainage.
3. Roofs on existing buildings shall be subject to (a) an inspection by a licensed roofing contractor, (b) County's review of roofing contractor's findings and (c) proof of corrective action.

D. **TIMBER AND WOOD**

1. All lumber used structurally shall be stress-graded with the stamp of the Lumber Association indicated on each piece showing the stress grade.

E. **CEILING CONSTRUCTION**

1. All ceilings shall be placed at nine feet (9'0") above finish floor level, unless otherwise specified.
2. A suspended acoustical ceiling system with integrated lighting shall be installed in all occupied areas.
3. Rest rooms and coffee rooms shall have solid ceilings (drywall, etc.).

F. **WINDOWS**

1. Windows shall generally be limited to the lobby area and offices.
2. Glazing that extends below thirty-two inches (32") above the floor shall be protected with a horizontal railing or similar safety barrier. Individual windows may be metal or wood of commercial quality. All window openings shall be properly flashed to prevent moisture intrusion.
3. Low energy and reflective glazing shall be used in high heat gain areas.

G. **DOORS**

1. Exterior doors - all wood doors will be solid core. Exterior doors will be weather-stripped and have stops. Exterior doors to be not less than thirty-six (36") wide. Appropriate metal doors are acceptable.
2. Exterior doors shall have automatic closers.

H. **CABINET WORK**

1. Cabinet work shall conform to the standards as defined in the Woodwork Institute of California, Manual of Millwork, (reference "WIC #102", standard cabinet design).
2. Acceptable cabinet work quality is laminated plastic covered deluxe (D) grade, or wood factory finished deluxe (D) grade, except utility (U) grade in utility storage areas.
3. Countertops and splashes shall be laminated plastic, custom grade, self-edge trim. Minimum four inch (4") high splashes where abutting vertical wall surfaces.
4. Cabinet work to be complete with knobs, pulls, hinges, catches, etc.
5. Colors/patterns of laminated plastic and finishes of casework must be approved by the Department of Facilities Management.

I. **HARDWARE**

1. Hardware will be of good commercial quality grade and type. Automatic door closers shall be provided on public and employee entrance doors, toilet room doors, and coffee room doors. Public entrance and glazed partition lobby doors shall be equipped with push bars with integral PUSH AND PULL signs. Toilet and coffee room doors will have push plates and door pulls. When public entrance, lobby, toilet or coffee room doors are wood or metal with enameled finish, kickplates shall be provided. At buildings where only one (1) toilet is provided, the door closer will be omitted and the door fitted with a privacy lockset. Door locks will be operable by a master key system. Panic hardware must be installed where required by code. Simplex cipher locks (or equal) may be used in lieu of keyed locks when approved by the Department of Facilities Management.
2. Exterior doors with hinges exposed to the public (out- swinging doors) will be equipped with door butts that have "fast" pins to prevent removal or tampering.
3. All doors to be provided with adequate hardware. Interior door locksets to be provided only where indicated on plans. Interior doors to be provided with doorstops.
4. Double doors (pair) - shall be avoided on exterior openings wherever possible. When pair is required by design, use removable mullion, unless specifically approved otherwise.
5. Exterior doors - all exterior doors must have a deadbolt lock, except where panic hardware is required.
6. Door lock keying - Simplex or equal may be substituted for keyed locks when approved by the County.
 - a. All keyed locks shall be equipped with six (6) pin keyways.
 - b. Three (3) keys shall be furnished for each lock.
 - c. All locks shall be keyed as specified by County, except that all locks within the following individual groups shall be keyed alike:
 - (1) Mechanical equipment rooms.
 - (2) Janitor's closets.
 - (3) Employee entrances (interior & exterior).
 - (4) Bulletin boards.
 - (5) Electrical panel boxes.
 - d. A master key system shall be provided and three (3) master keys shall be furnished, unless otherwise specified.
 - e. Keying - locks will incorporate a security system to assure that keys used during construction will not open doors after County occupancy. The key side of all locks will be on the public side.

J. **TOILET ENCLOSURES AND ACCESSORIES**

Facilities must comply with all existing codes.

1. All toilet and urinal enclosures shall be secured to the floor and ceiling.
2. Doors shall be installed in men's and women's restrooms. Entrance doors to toilet enclosures shall be fitted with specific locking devices. Toilet enclosures for non ADA stalls shall be 34" wide, or more, on all new construction
3. Each toilet compartment shall be provided with a metal coat hook and double roll toilet paper holder, suitable for dispensing rolled tissue.
4. Install one single-fold paper towel or roll towel dispensing cabinet for each multiple of two (2) lavatories or less in all rest rooms. Towel dispensers shall be designed to dispense paper towels.
5. Each pair of lavatories in all rest rooms shall be provided with soap dispensers.
6. Each lavatory in all rest rooms shall be provided with a 24" x 30" wall-mounted mirror. Provide a stainless steel shelf at each mirror.
7. Women's rest rooms shall be provided with feminine napkin dispenser. Women's toilet compartments shall be provided with one (1) feminine napkin disposal container.
8. Trash bins shall be provided in rest rooms.
9. Both men's and women's toilets shall be designed and constructed to accommodate the physically handicapped. One water closet compartment shall be sized to meet handicapped requirements, provided with out swinging door and grab bars. The toilet fixtures, lavatory, mirrors, etc., shall be located at the correct height for handicapped.

K. **PAINTING**

1. All exterior painted surfaces shall be given a minimum of two (2) coats. Colors must be approved by the Department of Facilities Management.
2. Interior surfaces and trim shall be given two (2) coats minimum. One hundred percent (100%) coverage required. Prefinished acoustical ceiling shall not be painted. Finish coat shall be in accordance with colors as prescribed by County and shall match color chips.
3. Paint colors must be approved by the Department of Facilities Management.
4. All interior painted surfaces shall receive two (2) coats of semi-gloss enamel.
5. Wall coverings other than painted surfaces (i.e., wood paneling, vinyl material, etc.) shall be permitted. Location and colors must be approved by the Department of Facilities Management.
6. Parking strips four inches (4") wide of highway traffic paint are to be provided.
7. Street number - Minimum six inches (6") high number - by Lessor.

L. **WINDOW TREATMENT**

1. Minimum treatment - Vertical blinds or other as specified by the Department of Facilities Management.

M. **SIGNS**

1. Identification sign to be installed on exterior of building. Sign will be specifically identified by the Department of Facilities Management. Placement and specific size of letters will be determined according to layout and location of structure. Letters will be black injection molded plastic, Helvetica in style.
2. Interior signs to be black phenolic material laminated with white letters. Signs will be specifically identified by the Department of Facilities Management.
3. Lettering on entrance doors will be specifically identified by the Department of Facilities Management.

N. **ASBESTOS & LEAD BASED PAINT**

1. All buildings constructed prior to 1978 will have asbestos and lead based paint check to ascertain that no friable asbestos or flaking lead based paint is in evidence. A copy of the report is to be filed with the Department of Facilities Management.

O. **PLUMBING FIXTURES AND FITTINGS**

1. All rest room lavatories shall have self-closing faucets.
2. All toilets and urinals shall be equipped with flush valves.
3. Refrigerated water fountains - provide refrigerated water fountains at location indicated.
4. "Water-Saver" toilets will not be acceptable.
5. Provide hot water in rest rooms and break rooms.
6. Health Clinics-provide hot water in examination rooms, labs, rest rooms and break rooms.
7. All work in accordance with these specifications must be done in strict compliance with the Americans with Disabilities Act of 1990, the California Title 24 section which implements it, and any regulations issued pursuant thereto.

P. **FIRE PROTECTION**

1. Provide all necessary fire extinguishers as required by local fire regulations.
2. Provide sprinkler inspection and test prior to occupancy.
3. Provide all other necessary protective devices and equipment as required by local fire regulations.
4. Building alarms and fire monitoring equipment shall not be installed in the telephone/data room without written permission of the IT Department.

Q. **ELEVATORS**

1. Provide documentation of inspection and routine maintenance prior to and during occupancy.

SPACE CONDITIONING
(Heating, Ventilation and Air Conditioning)

A. GENERAL REQUIREMENTS

1. Space conditioning shall be considered the year-round control of temperature, humidity, air circulation, ventilation and air cleaning to the degree required to assure satisfactory and efficient use of the space for occupants and equipment. Follow good accepted practices as reflected in the latest issue of the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (ASHRAE).

B. VENTILATION

1. Ventilation for air-conditioning system - Provide ventilation makeup air in the amount of 10% of total air requirement for cooling or two (2) air changes per hour, whichever is greatest, plus all exhaust air requirements.
2. Prior to construction of office space over 5,000 square feet, existing systems over ten (10) years of age shall be inspected by a licensed HVAC company and a statement of condition detailing the reliability and efficiency of the systems shall be provided.

C. EXHAUST SYSTEMS

1. Exhaust toilet areas - the exhaust fan shall be connected to the light switch or interconnected with the air conditioning time clock.
2. Air shall not be directly exhausted, except in the following instances:
 - a. Air used to make up exhaust for toilet rooms.
 - b. Air exhausted specifically for cooking, food preparation or removal of excessive heat generated by vending or various other machines.
 - c. When specified for coffee rooms.

D. SPACE TEMPERATURE CONTROLS

1. Central control system for the various areas or provide a thermostat for each heating and/or air-conditioning system. Use separate slide lever adjustments for heating and cooling with lock covers.
2. All systems shall be controlled by seven (7) day, twenty-four (24) hour time clocks set to the Department of Facilities Management requirements.
3. Thermostats controlling space conditions during occupied hours shall be adjustable from sixty eight degrees (68°) to eighty degrees (80°) with the normal set at seventy degrees (70°) for heating and seventy-six degrees (76°) for cooling.
4. Simultaneous heating and cooling will not be acceptable.
5. Lessor shall comply with existing codes.
6. Heat-generated equipment shall be of adequate capacity to heat the building under design conditions.
7. All gas furnaces shall be approved by the American Gas Association.

8. All electric components shall be UL-approved and comply with the California Electric Code.
9. Electric strip heating is not acceptable.

E. **AIR FILTERS**

1. All recirculated and outside air shall pass through filters before entering air-handling units.
2. Filters shall be replaceable types and changed a minimum of four (4) times a year.
3. A location map showing filter locations shall be provided to County.

F. **PIPING**

1. Piping in finished areas, such as lobbies and offices, shall be concealed. No water piping of any description shall be installed near electrical switchgear. Provide shutoff valves at all locations necessary to isolate separate zones of the system served.
2. All hot and chilled water piping shall be insulated.

G. **AIR DISTRIBUTION**

1. Ductwork shall be provided, as required, for proper air distribution with supply outlets spaced so as to avoid excessive throws and dead spots. In order to maintain sound privacy, door louvers will not be used to return air from offices. Sound-attenuating, acoustically lined transfer ducts or return air ducts must be used. All supply and return air ductwork shall be constructed and installed in accordance with ASHRAE Standards and shall comply with state and local building codes.
2. All air handling units, except unit heaters, must be provided with outside air intakes. Intakes shall be located to avoid the introduction of boiler flue gases or vehicle and condenser unit exhausts.
3. Diffusers shall be selected and spaced so that, at the occupied level, the movement of air will be uniform and not be less than ten (10) cubic feet per minute, nor more than fifty (50) cubic feet per minute when measured at four feet (4") above the floor. They shall be selected so that the throw from an air diffuser does not impinge on walls, columns, or the throws from other diffusers based on a terminal velocity of one hundred feet (100') per minute. Diffusers located in offices shall be of the fully adjustable air pattern type.

H. **BALANCING AND ADJUSTING**

1. Space conditioning equipment shall be balanced and adjusted by persons certified to perform such functions prior to occupancy.
2. Copy of air balance report shall be provided to the Department of Facilities Management.

I. **NOISE AND VIBRATION**

1. Particular care shall be exercised in the design, selection and installation of all mechanical equipment and components to attain reasonable noise levels in occupied space. In general, sound levels for various spaces shall be maintained in accordance with the recommendations of the ASHRAE Guide.

J. **OPERATING INSTRUCTIONS**

1. The Lessor shall provide simplified consolidated equipment and control diagrams with specific operating instructions posted on a readily accessible label on each utility system, such as furnaces, refrigeration equipment, air handling systems, and pumping systems. These instructions shall clearly indicate how to stop and start systems, what adjustments must or may be made by County personnel to assure proper operation, and what action shall be taken in emergencies.

(ELECTRICAL)

A. **GENERAL REQUIREMENTS**

1. All electrical work shall be designed and installed in accordance with the plan requirements.
2. Codes and ordinances - shall conform to standards of the National Electrical Code (NEC), O.S.H.A., serving public telephone company, State Fire Marshal and local ordinances.
3. Service equipment shall be located in separate electrical/mechanical room with proper working clearances and grounding. All breakers shall be clearly identified.

B. **INTERIOR LIGHTING**

1. Fluorescent lamps shall generally be 34 watt, 430-milli-amp, rapid-start, cool-white, including energy efficient ballasts.
2. The lighting shall be designed to maintain a uniform level of illumination of the minimum foot - candles designated. Lighting levels shall be based on working plan thirty inches (30") above floor, appropriate coefficient of utilization for the fixture and maintenance factor. Conform to Title 24, Division 9 for lighting requirements. Provide not less than ten foot-candles in halls, thirty foot-candles in rest rooms and fifty foot-candles in all other areas, unless specifically noted otherwise. (eighty foot-candles in drafting room areas).
3. Each working space, utility or storage room shall have at least one receptacle. Each office shall have a minimum of one (1) receptacle on each twelve feet (12') of wall space. See plans for additional and/or special outlets.
4. Provide twenty-four (24) hour lighting for security.
5. Emergency lighting - Shall be provided where required by applicable codes, or natural lighting will not provide sufficient lumens for emergency exiting of building.

C. **EXTERIOR LIGHTING**

1. Install sufficient lighting to provide a minimum of five (5) foot-candles of illumination at each building entrance, around the perimeter of the building, in the parking and maneuvering areas and on driveways.
2. All exterior lighting shall be high or low-pressure sodium as specified by the County. Fixtures shall be controlled by photocell, time clocks, or combinations of both.

(TELEPHONE AND COMMUNICATIONS)

A. GENERAL REQUIREMENTS

1. All communications requirements shall conform to the standards of Riverside County Information Technology (RCIT) and the serving public telephone company as noted below.
2. The RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT) COMMUNICATIONS BUREAU TELECOMMUNICATIONS ENGINEER shall be consulted during the Programming, Design and Construction stages to plan the design for the Telecommunications Infrastructure.

B. TELECOMMUNICATIONS ROOM SPECIFICATIONS

1. **Dedicated Use: Telecommunication Rooms must be dedicated to the telecommunications function and related support facilities.** Equipment not related to the support of the Telecommunication Room, such as piping, duct work, and distribution of building power, must not be located in, or pass through the room. The Telecommunication Room may not be shared with building or custodial services that may interfere with the telecommunications systems, i.e.: sinks. Cleaning materials such as mops, buckets or solvents must not be located or stored in the Telecommunication Room. Building alarms and fire monitoring equipment shall not be installed in the Telecommunication Room without written permission of the RCIT Communications Bureau Telecommunications Engineer. In the event the RCIT Communications Bureau Telecommunications Engineer grants such permission, all building alarms and fire-monitoring equipment shall be installed only in the location designated.
2. **Room Physical Specifications - the room must be completed a minimum of thirty (30) days prior to occupancy.** Large projects (more than 30,000 sq. ft.) will require the Telecommunication Room (s) to be completed more than 30 days prior to occupancy. All specifications for said room as outlined in this agreement shall be completed, including, but not limited to, installation of plywood, lighting, electrical circuits, HVAC, ceiling tiles, ground, floor tile and door with lock. **It should be understood that the contractor will have to schedule various trades in sooner than the normal construction schedule to complete the Telecommunication Room (HVAC, Electrician, Painter, etc.) as required by the RCIT Communications Bureau Telecommunications Engineer.**
 - a. **Location:** The Telecommunication Room shall be as close to the geographic center of the occupied space as possible. **Maximum distance from the center of the Telecommunications Room to the farthest WAO location shall not exceed a radius of 175 feet** unless reviewed by RCIT Communications Bureau Telecommunications Engineer. If occupying more than one floor of a building, **a separate Telecommunications Room shall be required on each floor**, preferably stacked above one another. Provisions shall be made available for easy access into the Telecommunication Room for telephone and data wiring and shall be dedicated for telephone and data use only. Telecommunications Rooms should not be planned next to elevators, restrooms, electrical rooms, air shafts, mechanical rooms, and outside walls. If occupying more than one building, each building will require Telecommunications Rooms that meet the above requirements.
 - b. **Minimum Room Sizes:** The Telecommunication Room shall conform to the following dimensions and shall not be narrower than 12 feet:

<u>Leased Premises – sq. ft.</u>	<u>Room Size</u>
5,000 square feet or less	12' x 12'
5,000 – 10,000 sq. ft.	12' x 14'
10,000 – 30,000 sq. ft.*	14' x 20'
30,000 sq. ft. or larger**	14' x 20'

* May require more than one room

** Will require more than one room.

- c. **Plywood Wall Lining:** All walls will be lined with AC grade or better, void-free, 4'x8' sheets of ¾" plywood. Plywood sheets shall be mounted vertically from ceiling height towards floor. Plywood must be painted on all sides with at least one coat of primer and two coats of **white** fire resistant paint. The plywood should be installed with the grade "C" surface facing the wall.
- d. **Doors:** The door will be a minimum of three (3) feet wide and 80 inches tall and be located as near as possible to a room corner. The door shall be equipped with a lock. Where practical, the door should open outward to provide additional usable space.
- e. **Air Conditioning:** The environmental control systems for the Telecommunication Room should be able to maintain a room temperature between 18°C and 24°C (64°F and 75°F) at all times (24 hours per day, 365 days per year). If a building's HVAC system cannot ensure continuous operation (including weekends and holidays), provide a standalone HVAC unit with independent controls for the Telecommunication Room. If an emergency power source is available in the building, connect the HVAC system that serves the Telecommunication Room to the emergency power source. Sensors and controls must be located in the Telecommunication Room, ideally placed 5 feet AFF (thermostat location will be specified on the Telecommunication room drawing provided by RCIT Communications Bureau Telecommunications Engineer). If an in-room air conditioner is installed, the location must be approved by RCIT Communications Bureau Telecommunications Engineer before installation. If remote-monitoring equipment is available, this room should have its own independent sensor. Average heat load for equipment is approximately 150 BTU/SQ Ft of Telecommunication Room space (specific heat load will be provided for each room).
- f. If fire sprinklers are located in the Telecommunications Room, the sprinkler shall have a high temperature standard response full circle head with a heavy-duty cover. Sprinkler lines located inside the TR shall not be "charged" under normal conditions. Coordinate placement of the sprinklers with RCIT Communications Bureau Telecommunications Engineer. Sprinkler heads must be a minimum of 9 ft. AFF.
- g. **Room Lighting** – Lighting to provide a minimum of 500 lux (50 foot candles) measured 3 ft. AFF. Coordinate placement of light fixtures with RCIT Communications Bureau Telecommunications Engineer to avoid interference with low voltage equipment. Light fixtures must be a minimum of 9 ft. AFF. Use white paint on the walls and ceiling to enhance room lighting. Power for the lighting should not come from the power panel located inside the Telecommunications Room.
- h. **Emergency Lighting** – Emergency lighting within the Telecommunication Room shall be provided to ensure that the loss of power to normal lights will not hamper an emergency exit from the room.
- i. **Floors:** The floor shall be capable of supporting a minimum load bearing of one hundred (100) pounds per square foot and maximum concentration loading of 2,000 lbs. per foot. **Standard VCT floor covering** shall be installed unless otherwise specified. **Projects involving DPSS and EDA may require the installation of Armstrong Excelon SDT**

Static Dissipative Tile installed according to the manufacturer specifications. Grounding of the SDT floor tile system shall be performed by a qualified electrician.

- j. **Ceiling:** If a ceiling will be installed in the Telecommunication Room it must be installed at a **minimum of 9' AFF**. Ceiling protrusions (e.g. sprinkler heads) must be placed to assure a minimum clear height of 9 feet that is clear of obstructions, to provide space over the equipment frames for cables and suspended cable trays. Ceiling finish must minimize dust and be light colored to enhance the room lighting. It is highly recommended that a hard ceiling not be used.

3 **Electrical Requirements:**

- a. **Dedicated Power Feeder** – The Telecommunication Room will have its own dedicated power feeder terminated in an electrical panel located inside the room. **Location of this electrical sub-panel shall be closely coordinated with RCIT Communications Bureau Telecommunications Engineer to ensure it does not impact the overall design and use of the space within the room. Power required for other equipment in the room (e.g. fluorescent lighting, motors, air conditioning equipment) should be supplied by a separate feeder, conduit, and distribution panel.** If an emergency power source is available, connect the Telecommunication Room electrical sub-panel into it.
- b. **General Purpose Outlets:** Provide 110 Volt, 20 Amp duplex outlets installed at standard height on all walls of the Telecommunications Room; maximum spacing between outlets shall not exceed 12 feet.
- c. **Telephone System:** Install two dedicated 110 VAC, 15 Amp circuits terminated into a single surface mounted 4S electrical box with ½" and ¾" knockouts at a height of 78 inches AFF from center. The 4S box will contain no outlets, only a blank cover plate. Each of the two circuits will have its own separate hot, neutral, and ground wire all the way back to the power distribution panel. Each dedicated circuit will be clearly labeled on the blank cover plate and sub-panel.
- d. **Equipment Racks:** Install **one dedicated 20 Amp, 110 VAC circuit** with isolated ground **for each equipment rack** (12X12 room – 3 racks, 12X14 room – 4 racks, 14 X 20 room – 7 racks). The breaker number shall be identified on each of these outlets. Terminate each circuit on double duplex outlets in a surface mounted 4S box in the vertical cable manager 23" above the floor. Equipment Rack locations, circuit locations and quantity will be specified in the room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- e. **Paging – A/V: If required, install** one dedicated 20 Amp, 110 VAC circuit with isolated ground. Terminate on a double duplex outlet in a 4S box. The location of the outlet will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- f. **Security:** Install one dedicated 20 Amp, 110 VAC circuit with isolated ground. Terminate on double duplex outlets in a 4S box. The location of the outlet(s) will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- g. **Emergency Air Conditioner Outlet (To Support IT Telephone System):** Install one dedicated 208/220 VAC, 20 Amp circuit terminated on a single NEMA 6-20 receptacle. The location of the outlet will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.

- h. **Grounding** – A Telecommunication Main Grounding Busbar (TMGB) shall be installed in the Telecommunications Room at the location specified in the room layout that will be provided by the RCIT Communications Bureau Telecommunications Engineer. **The Grounding Busbar must be CPI Chatsworth Products, part #13622-020.** The Busbar shall be insulated from its supporting structure by at least two inches of separation. Bond the Busbar to the building AC grounding electrode system. The minimum size of the bonding conductor should be #6 AWG and be sized to carry the maximum short time rating Amps of the building grounding electrode conductor. A supplemental bonding connection is required to the structural steel of the building and local AC sub-panel located inside the Telecommunications Room. Resistance should be no more than .1 ohms between the TMGB and the building main grounding source measured following the two-point bonding test method using an earth ground resistance tester.

C. **CONDUIT REQUIREMENTS**

1. **Work Area Outlets (WAO):**
 - a. **General Specifications:** Each WAO shall consist of one 4 in. by 4 in. by 2.5 in. deep outlet box with a 2 in. by 4 in. reducing adapter installed.
 - b. **Height Requirements:** Each WAO shall be installed at the same height as the adjacent electrical outlet. The height of jacks for wall telephones shall conform to any ADA rules pertaining to handicapped use. This height is typically 44 inches AFF to the center of the outlet box.
 - c. **Conduits Specifications:**
 - (1) **Accessible Ceilings:** When there is an accessible ceiling such as suspended acoustical tile, provide a rigid 1-inch conduit (flex not allowed) stubbed into the ceiling space from the outlet box. Ceiling must be accessible from the WAO location back to the Telecommunications Room. If the WAO location is at wall phone height (+44"), install an additional outlet box at standard floor height. Connect a rigid 1-inch conduit from the bottom of the wall height box to the top of the standard floor height box. Ream all conduit ends and fit with insulated bushings.
 - (2) **Non-Accessible Ceilings:** When the ceiling is not accessible, provide a rigid 1 1/4-inch conduit (flex not allowed) run from the WAO location all the way to the Telecommunications Room or to the nearest accessible ceiling space. Runs cannot have more than the equivalent of two 90-degree bends without installing a pull box (pull box must be accessible upon completion of construction). **All conduits will have a pull string installed.** Where multiple outlets are installed, each location will have its own dedicated conduit run; no daisy chaining is allowed.
2. **Telecommunications Rooms:** Provide and install a minimum of six 4-inch sleeves through the ceiling grid. Exact location of the sleeves will be determined by the RCIT Communications Bureau Telecommunications Engineer. Sleeves should penetrate the ceiling a minimum of 3 inches and a max of 6 inches. Sleeves shall be securely fastened to the 3/4" Plywood on the wall at two points to prevent lateral movement. Each end of the sleeves will be deburred and fitted with insulated bushing.
3. **System Furniture Wall In-feeds:** Wall in-feeds will be one rigid 1.25 in. conduit per 2 WAO locations of systems furniture. The conduit shall be stubbed into the ceiling space from a 4 in. by 4 in. by 2.5 in. deep outlet box. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, quantity, and size of in-feeds.

4. **Backbone Pathways:**

- a. **Telecommunications Rooms On the Same Floor:** When two or more Telecommunications Rooms exist on the same floor, provide two rigid 4 inch conduits between the main Telecommunications Room and each secondary Telecommunications Room. Conduits are to be run in the most direct route possible with no more than two 90-degree bends without a pull box. The minimum size of a pull box shall be 24" X 36". Ream all conduit ends and fit with insulated bushings. Conduits are to be bonded to ground in accordance with all local and national requirements. Location of conduits will be identified on drawings provided by the RCIT Communications Bureau Telecommunications Engineer and provided on a site-by-site basis. The bend radius of the conduit shall be 10 times the outside conduit diameter. **Install a pull string with minimum tensile strength of 30 lbs in each conduit.**
- b. **Telecommunications Rooms On Different Floors:** When two or more Telecommunications Rooms exist on different floors, provide a minimum of two rigid 4 inch conduits between the main Telecommunications Room and each secondary Telecommunications Room. Conduits are to be run in the most direct route possible with no more than the equivalent of two 90-degree bends without a pull box. The minimum size of a pull box shall be 24" X 36". Ream all conduit ends and fit with insulated bushings. Conduits are to be bonded to ground in accordance with all local and national requirements. The bend radius of the conduit shall be 10 times the outside conduit diameter. **Install a pull string with minimum tensile strength of 30 lbs in each conduit.** In multi-level buildings with **stacked Telecommunications Rooms**, sleeves shall be provided from the ceiling of the lowest level to the floor of the top level. Size, quantity, and location will be provided by the RCIT Communications Bureau Telecommunications Engineer.
- c. **MPOP:** If the MPOP (minimum point of presence) is not physically located in the Telecommunications Room it shall be necessary to install two 3-inch conduits from the MPOP to the Telecommunications Room. Conduits are to be run in the most direct route possible with no more than the equivalent of two 90-degree bends without a pull box. The minimum size of a pull box shall be 24" X 36". Ream all conduit ends and fit with insulated bushings. Conduits are to be bonded to ground in accordance with all local and national requirements. Location of conduits will be identified on drawings provided by the RCIT Communications Bureau Telecommunications Engineer and provided on a site-by-site basis. The bend radius of the conduit shall be 10 times the outside conduit diameter. **Install a pull string with minimum tensile strength of 30 lbs in each conduit.**
- d. **Telecommunications Rooms in Multiple Buildings On Same OR Adjacent Properties:** The number of conduits will be determined by the **size and scope of each project. The items listed below are BASIC** requirements only as the scope of the project increases, some or all of the items listed below may undergo major changes:
- (1) Conduits shall be rigid and shall be four (4) inches in diameter. A **minimum** of two (2) conduits will be installed from the primary Telecommunications Room and each building as defined by the RCIT Communications Bureau Telecommunications Engineer. Conduits shall be installed in the most direct route possible.
 - (2) Conduits shall be buried a minimum of 36 inches below finish grade.
 - (3) Conduits shall be encased in 2,000 PSI concrete the entire length.
 - (4) Tracer tape shall be installed the entire conduit length. Tracer tape shall be 12 inches wide, flat, and metallic and shall be installed 12 inches above concrete

encasement. Tape shall be imprinted with the words "WARNING – FIBER OPTIC CABLE" spaced at a minimum of 24 inches on center.

- (5) No more than the equivalent of two (2) 90-degree bends shall be installed without the addition of a pull box, vault, or maintenance hole, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer.
 - (6) Conduit runs in excess of 500 feet shall have a pull box, vault, or maintenance hole installed, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer. All bends shall have a minimum bending-radius of 10 times the diameter of the conduit.
 - (7) All four inch conduits should have a minimum ¼-inch nylon pull rope. All four inch conduits over 400 feet should have a minimum 3/8-inch nylon pull rope. The size and requirements of pull boxes, vaults, or maintenance holes can only be determined by the scope of the project and will be defined by the RCIT Communications Bureau Telecommunications Engineer.
- e. **Firewalls:** If any firewalls are present, conduit/sleeve access through the wall must be provided by the contractor. The ends of any conduit/sleeve penetrating a firewall will be sealed with the appropriate fire stop. Identification of the areas that must be sealed shall be identified by the contractor at the time of wiring. Size and location of the sleeves will be determined by the RCIT Communications Bureau Telecommunications Engineer. Sleeves should penetrate the wall a minimum of 3 inches. Ream each end of conduit and fit with insulated bushing.

5. **Primary Service Conduit Requirements (New Construction):**

- a. The number of all primary service conduits will be determined by the **size and scope of each project**. The items listed below are **BASIC** requirements only and as the scope of the job increases, some or all of the items listed below may undergo major changes:
- (1) Entrance conduits shall be rigid and shall be four (4) inches in diameter. A **minimum** of two (2) conduits will be installed into the Telecommunications Room. Conduits are to be run the most direct route possible.
 - (2) Conduits shall be buried a minimum of 36 inches below finish grade.
 - (3) Conduits shall be encased in 2,000 PSI concrete the entire length. .
 - (4) Tracer tape shall be installed the entire conduit length. Tracer tape shall be 12 inches wide, flat, and metallic and shall be installed 12 inches above concrete encasement. Tape shall be imprinted with the words "WARNING – FIBER OPTIC CABLE" spaced at a minimum of 24 inches on center.
 - (5) No more than the equivalent of two (2) 90-degree bends shall be installed without the addition of a pull box, vault, or maintenance hole, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer.
 - (6) Conduit runs in excess of 500 feet shall have a pull box, vault, or maintenance hole installed, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer. All bends shall have a minimum-bending radius of 10 times the diameter of the conduit.

- (7) All four-inch conduits should have a minimum ¼-inch nylon pull rope. All four-inch conduits over 400 feet should have a minimum 3/8-inch nylon pull rope. The size and requirements of pull boxes, vaults, or maintenance holes can only be determined by the scope of the project and will be defined by the RCIT Communications Bureau Telecommunications Engineer.

D. **CABLE TRAYS:**

1. If the structural ceiling height is greater than 16' AFF or the occupied space is greater than 25,000 square feet, a cable tray system will be required to support the voice and data wiring. Consult with the RCIT Communications Bureau Telecommunications Engineer regarding possible installation and to assist in the design of the cable tray system.

**RCIT
System's Furniture
Telecommunications Standards
June 16, 2004**

1. **Work Area Outlets**

- 1.1. **Definition: Work Area Outlet (WAO)** – consists of a telecommunications faceplate and its component (s) – what telephones and PC's are plugged into at a user's desk location or work area.
- 1.2. Furniture communications outlet openings shall accommodate the installation of an industry-standard, single gang faceplate, with a minimum opening of 2 inches by 3 inches.
 - 1.2.1. Two (2) factor or field-installed threaded openings shall be provided for single gang faceplate mounting and shall accommodate a 10x22 screw.
- 1.3. Furniture communications outlet openings shall provide a minimum mounting depth of 44.5 mm (1.75 in).
- 1.4. Extender plates shall be provided for WAO's (Work Area Outlet's) within furniture system – one for each workstation space, fax location, and printer location.
 - 1.4.1. Extender plates shall be a minimum 7/8 inch deep.

2. **Cabling Pathways**

- 2.1. Furniture pathways shall have capacity for a minimum of (12) communications cables with an outside diameter of .25 inches and not exceed 40% of pathway capacity.
 - 2.1.1. Remaining pathway capacity will be utilized to accommodate future moves, adds, and changes (MAC's).
 - 2.1.2. This requirement applies to ALL areas of the furniture pathway INCLUDING corners, panel to panel pathways, etc.
 - 2.1.3. Consideration will include space used in furniture for connecting hardware.
- 2.2. Furniture system shall completely conceal all communications cabling in all cabling pathways.

- 2.3. Entire communications cabling pathway shall contain a continuous and rigid support infrastructure within each panel.
- 2.4. When communications cabling pathways run parallel to electrical pathways:
 - 2.4.1. A metallic barrier shall be provided (i.e. metallic divider, conduit, corrugated or solid) and shall be bonded to ground.
 - 2.4.2. Electrical components shall not impede on communications cabling pathways so as to restrict in any way the fill requirements noted above.
- 2.5. The minimum size pathway shall not force the cable bend radius to be less than 25 mm (1 in) under conditions of maximum cable fill.
- 2.6. Metallic pathway edges shall utilize protective bushings.
- 2.7. All panels shall be equipped with at least one (1) of the following raceways and shall singularly conform to all of the above noted cabling pathway requirements:
 - 2.7.1. Base Raceway
 - 2.7.2. Top Raceway

3. Furniture In-Feeds

- 3.1. Furniture in-feeds shall have capacity for a minimum of (12) communications cables with an outside diameter of .25 inches and not exceed 40% of pathway capacity.
 - 3.1.1. Remaining pathway capacity will be utilized to accommodate future moves, adds, and changes (MAC's).
 - 3.1.2. Consideration will include space used in furniture for connecting hardware.
- 3.2. Furniture in-feeds shall have the ability to provide for separate entry points for power and communications cabling.
 - 3.2.1. Where entry points are closer than 6 inches, a physical / mechanical barrier shall be provided to separate cabling entry points.
- 3.3. Metallic in-feed edges shall utilize protective bushings.
- 3.4. One furniture in-feed shall be provided for every four (4) WAO's (Work Area Outlets).
- 3.5. Placement of furniture in-feeds shall be coordinated and verified by County IT.

Proposed Records Management Remodel

- 1) Submit drawings and plans to City of Riverside and pull building permits.
- 2) Install carpet tiles for enclosed cubicle area (Shaw or equivalent) and polish 865 SF of concrete entrance for rolling carts.
- 3) Install 156 LF of V-Wall with glass office, (2) sliding doors, (2) standard doors, (1) double door and (1) each for private office.
- 4) Install 1800 SF of T-Bar ceiling with (40) drop-in fluorescent light fixtures. Rework existing electrical lines, install (5) J-boxes for work stations. Install (4) emergency exit signs with back up lighting.
- 5) Install a stand alone, American Heritage, (5) ton HVAC unit to service the new V-Wall enclosure. Unit will be mounted on roof with a new electrical panel and dedicated breakers. (5) supply and (5) return registers. Digital thermostat. Duct testing included.
- 6) Enclose steel post in drywall, prime and paint one long and one short wall inside enclosure.
- 7) Extend and drop (12) fire protective sprinkler heads into V-wall enclosure.

\$157,850

First Floor Records Area HVAC Work

- 1) Re-route existing duct systems into (2) spiral dusting lines on the first floor file area. Install (10) branch supply lines with drops. Branch lines to be spread out to service area extending approximately 60 ft in towards the middle of the warehouse area. Relocate existing thermostat to file room area. As noted in meetings, this reconfiguration should improve airflow on first floor, but owner and contractor cannot guarantee a perfect climate as the existing system may be undersized for the area.

\$11,995

Sliding Warehouse Double Doors

- 1) Install a dual safety sensor sliding door system. Card reader is existing. System is not guaranteed to be "fail-safe" in the event of power loss.

\$12,858

Suggested Overage Allowance (10%)

\$18,270.30

SUBTOTAL = \$200,973.30

Overhead and Management

\$20,097.33

GRAND TOTAL = \$221,070.63

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FIRST AMENDMENT TO LEASE
(Department of Public Social Services
731 Palmyrita, Riverside, California)

KOCH INVESTMENTS LP AND GREGORY G. KOCH, TRUSTEE OF THE GREGORY G. KOCH TRUST, "Lessor", and the COUNTY OF RIVERSIDE, "County", hereby agree to amend that certain Lease dated May 15, 2007, for the premises located at 731 Palmyrita, Riverside, California, as more particularly shown on Exhibit "A", as follow:

1. Tenant Improvements:

(a) Lessor, at its expense, shall make additional improvements to the leased premises as shown on Exhibit "E", attached hereto and by this reference made a part of this lease.

(b) The cost of the improvements as paid for by Lessor shall not exceed \$200,000.00, which includes a contingency amount budgeted by County for the purpose of paying for extra items requested by County during the installation of tenant improvements.

(c) Upon completion of the work set forth in Exhibit "E", and within fourteen (14) days of completion and acceptance of the improvements, Lessor shall provide County with an itemized statement of the actual costs of leasehold improvements incurred by Lessor (accompanied by vendor and subcontractor invoices if requested by County) along with request for reimbursement of actual costs incurred.

2. Reimbursement of Tenant Improvement Costs:

(a) County shall make payments to reimburse Lessor for the actual cost of the tenant improvements in accordance with Exhibit "E" in the following manner:

(b) County shall pay to Lessor one-third (1/3) the amount in paragraph 1(b) herein within twenty (20) calendar days following completion and acceptance of the improvements by County. County shall pay to Lessor one-third (1/3), plus 10% interest of the unreimbursed balance by September 30th of the second fiscal year following completion and acceptance. County shall pay to Lessor the remaining one-third (1/3), plus 10% interest of the unreimbursed balance by September 30th of the third fiscal year following completion and acceptance.

(c) In the event all or a portion of the County contingency budget is used, any amount used shall be divided into three (3) payments, and each payment shall be paid to Lessor, with interest as to the second and third payments, together with the payments as specified above.

3. Except as modified or supplemented by this First Amendment to Lease all terms and conditions of the lease shall remain in full force and effect.

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OCT 30 2007 3.27

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4. **Approval.** This First Amendment to Lease shall not be binding or consummated until its approval by the County's Board of Supervisors.

Dated: OCT 30 2007

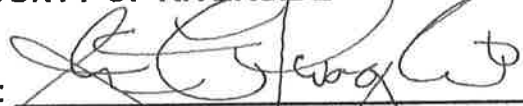
KOCH INVESTMENTS, LP

By: 
G. Teryl Koch

GREGORY G. KOCH TRUST

By:  Trustee
Gregory G. Koch, Trustee

COUNTY OF RIVERSIDE

By: 
John Tavaglione, Chairman
Board of Supervisors

Attest:

Nancy Romero
Clerk to the Board

By: 
Deputy

Approved as to Form:

Joe S. Rank
County Counsel

By:  10/1/07
Deputy

HRR:pa
9/20/0721
RV233
11.14122

EXHIBIT "E"

120 V 20 amp circuit with pigtail & 200 amp circuit with special receptacle:	\$ 1,090.00
Three 4" conduit runs with 24/x24x6 pull cans with plastic bushing From Warehouse data room to Records Management:	19,973.00
Install 75' of 5' chain link fence with 11 ½ gauge top rail to protect A/C equip. One gate at each end of fence:	2,298.00
Install elevator travel cable fro car to elevator machine room. Assist with Reader install in car:	5,783.00
Install 75KVA transformer with 200 amp panel to feed sixteen 20 amp circuits for file system:	39,985.12
Install approx. 10,950 sf of carpet tiles over file system subfloor:	55,454.00
Demo existing carpet runners and haul away:	4,473.00
Overhead (15%):	19,358.42
Contingency:	51,585.46
Total:	\$200,000.00