

STANDARD SUBLEASE FORM

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

Lease No.: 6197-001

Project No.: 135305

**Preamble**

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

**COUNTY OF RIVERSIDE**  
**A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**

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

WITNESSETH

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

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

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

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

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

**Description**

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

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

**Term**

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

Early Termination

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

Rent

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

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

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

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

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

Notices

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

To the Sublessor

County of Riverside  
Economic Development Agency- Real Estate Division  
Attn: Deputy Director of Real Estate  
3403 Tenth Street Suite 400  
Riverside, California 92501

Phone No.: (951) 955-3100  
FAX No.: (951) 955-4837

and to the State:

DEPARTMENT OF GENERAL SERVICES,  
REAL ESTATE SERVICES DIVISION  
LEASE MANAGEMENT C 6197-001  
707 THIRD STREET, SUITE 5-305  
WEST SACRAMENTO, CA 95605

PHONE NO. (916) 375-4172  
FAX NO. (916) 375-4173

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE  
TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: County of Riverside

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

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

**Completion and  
Compliance with  
Plans and  
Specifications**

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

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

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

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

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

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

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

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

Delays caused by the Sublessor:

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

Delays caused by the State:

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

Compensation will be in one day increments.

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

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

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

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

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

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

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

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

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

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

*Daily:*

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



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

As needed, but not less frequently than:

**Twice Weekly:** Vacuum all carpets.

**Weekly:**

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

**Quarterly:**

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

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

**Annually:**

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

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

**Repair and Maintenance**

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

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

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

**Painting**

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

**Change Orders and Alterations**

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

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

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

**Assignment and Subletting**

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

**Quiet Possession**

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

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

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

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

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

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

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

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

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

- A. Sublessor/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
- B. The Sublessor/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Sublessor will post at the job site. All prevailing wage rates shall be obtained by the Sublessor/contractor from:
  - Department of Industrial Relations
  - Division of Labor Statistics and Research
  - 455 Golden Gate Avenue, 8<sup>th</sup> Floor
  - San Francisco, California 94102
- C. Sublessor/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. Prior to commencement of work, Sublessor/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

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

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

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

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

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

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

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

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

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



Construction  
Related  
Accessibility  
Standard  
Compliance Act

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

Superseding An  
Existing  
Sublease

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

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

STATE OF CALIFORNIA  
Approval Recommended

SUBLESSOR

DEPARTMENT OF GENERAL SERVICES  
REAL ESTATE SERVICES DIVISION

COUNTY OF RIVERSIDE

By \_\_\_\_\_  
ALICIA HART, Real Estate Officer  
Real Estate Leasing and Planning Section

By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Board of Supervisors

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved

ATTEST

DIRECTOR OF THE DEPARTMENT  
OF GENERAL SERVICES

KECIA HARPER-IHEM  
Clerk of the Board

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

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
County Counsel

By [Signature]  
Deputy County Counsel *K. Todd Fisher*

Date 11/17/15



# EXHIBIT 'B' OUTLINE SPECIFICATIONS

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

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

**Confirmation Statement**

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

Initials \_\_\_\_\_

State of California | Government Operations Agency  
 Real Estate Services Division | Project Management and Development Branch | Real Estate Leasing and Planning Section  
 707 3rd Street, 5th Floor | West Sacramento, CA 95605 | t 916.375.4099

EXHIBIT B – OUTLINE SPECIFICATIONS  
DIVISION 1

DIVISION 1 - GENERAL REQUIREMENTS

1.1 SUMMARY

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

1.2 RELATED DOCUMENTS

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

1.3 GENERAL PROVISIONS

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



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

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

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

**EXHIBIT B – OUTLINE SPECIFICATIONS  
DIVISION 1**

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

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

EXHIBIT B – OUTLINE SPECIFICATIONS  
DIVISION 1

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

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



**EXHIBIT B – OUTLINE SPECIFICATIONS  
DIVISION 1**

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

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

**1.5 SUBSTANTIAL COMPLETION AND PROJECT COMPLETION**

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

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DIVISION 1

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

1.6 HAZARDOUS MATERIALS

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

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

3. Where asbestos containing material (ACM) or suspect ACM have been identified by survey, the Lessor shall provide the State with a copy of a written Operations and Maintenance (O&M) plan. This O&M Plan must be effective in minimizing damage or disturbance of any ACM or suspect ACM and provide for quick repairs of the same.
4. If damaged ACM or suspect ACM is found, or the physical condition of ACM indicates possible fiber release, a response action in accordance with the approved O&M Plan shall be conducted. The approved O&M plan shall include provisions for air sampling by an independent Certified Industrial Hygienist during and at the completion of all response actions; analysis of air samples shall be conducted utilizing Transmission Electron Microscopy (TEM). The standard for re-occupancy of an affected area shall be concentrations at or below 70 asbestos structures per millimeter squared (structures/mm<sup>2</sup>).
5. Lessor shall perform asbestos notification as required by Chapter 10.4 of the Health and Safety Code. Any abatement work shall be performed by a licensed contractor with asbestos certification (ASB). The State reserves the right to establish consultant oversight of any asbestos related work program at its expense.
6. In addition to any other remedies it may have, in the event the Lessor fails to diligently pursue abatement of hazard from ACM, as required under the provisions of this lease, the State may, by notice in writing, terminate this lease. Lessor shall be liable to the State for all expenses, losses, and damages reasonably incurred by the State as a result of such termination, including but not limited to, additional rental necessary to pay for an available, similar replacement facility. This rental shall extend over the period of what would have been the remaining balance of the lease term plus any option periods, costs or any necessary alterations to the replacement facility, administrative costs, and costs of moving furniture, data processing, and telephone equipment.

**C. Lead Material:**

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

**D. Mold:**

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

**EXHIBIT B – OUTLINE SPECIFICATIONS  
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(DOSH) Certified Industrial Hygienist to determine the appropriate response action.

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

E. Underground storage tanks (UST):

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

***END OF DIVISION 1***



**EXHIBIT B – OUTLINE SPECIFICATIONS  
DIVISION 2**

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

**DIVISION 2 - DESIGN REQUIREMENTS**

**2.1 FLOOR CONSTRUCTION AND FINISHES**

**A. Concrete Floor:**

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

**B. Carpet Flooring - General:**

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

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

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DIVISION 2**

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

**2.2 EXTERIOR WALLS**

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

**2.3 INTERIOR WALLS AND PARTITIONS**

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

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

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

**2.4 ROOF AND INSULATION**

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

**2.5 ACOUSTICAL CEILINGS**

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

**2.6 DOORS**

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



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

**2.7 DOOR HARDWARE**

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

**2.8 MILLWORK**

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



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

2.9 GYPSUM BOARD FINISH / PAINTING / WALLCOVERING / SEALANTS

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

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

**2.10 BUILDING SPECIALTIES**

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

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

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

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

I. Modular Systems Furniture (MSF):

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



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

J. Flagpoles:

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

2.11 PLUMBING

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

2.12 HEATING, VENTILATING, AND AIR CONDITIONING

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

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



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Summer: 72°F

Summer: 78°F

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

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be conducted through registers connected to ductwork or plenum above ceilings, except as otherwise approved by the State.

- M. Air distribution system shall be equipped with air volume controls and shall be capable of draftless operation at an acceptable noise level while handling the design flow of air. The acceptable noise level shall comply with ASHRAE Handbook - HVAC Applications.
- N. The complete HVAC system shall be checked, adjusted, and balanced. The air balance report shall be submitted to the State upon project completion.
- O. Lessor shall provide vibration isolation supports for all mechanical equipment, piping, and ductwork to prevent transmission of vibration to building structure.
- P. Where the heating design of outdoor temperature is below 35°F, Lessor shall provide one winter night setback thermostat for each HVAC system. The thermostat shall cycle the heating system to maintain 55°F.
- Q. Lessor shall provide automatic-control time clocks (7-day-programmable) or energy management systems (microprocessors) to allow the shutoff and startup of the HVAC equipment according to the State's occupancy schedule. State shall determine maximum daily hours of operation. Lessor shall provide one-hour by-pass timers for each HVAC system for after-hours operation.
- R. Indirect evaporative cooling, desiccant dehumidification, and passive solar design measures are acceptable when approved by DGS.

**2.13 ELECTRICAL**

**A. General Electrical Requirements:**

- 1. Lessor shall provide electrical engineering and installation of all transformers, main switchboard, subpanels, branch circuits, wiring devices, electrical switching, energy management systems, lighting, receptacles, and control equipment for HVAC systems.
- 2. Service and metering equipment shall be in accordance with utility company requirements. An Electrical Arc-Flash Hazard Analysis and Short-Circuit and Protective Device Coordination Study shall be performed based on the available fault current from the utility system and contribution from the facilities motors. Electrical equipment warning labels shall be provided based upon the available arc hazard energy at each piece of Electrical Equipment. Labels shall comply with the requirements of the California Electrical Code and NFPA 70E.
- 3. Where electrical service panels are installed to provide service to State premises, Lessor shall provide and install panels with a minimum of 20 percent more circuit capacity than the Lessor's calculated load total.
- 4. The electrical panels serving the State's premises shall be accessible from the building core or from within the State's quarters. The location of the panels shall be coordinated and approved by the DGS prior to installation.
- 5. All appliances and all energy-consuming devices shall be Energy Star® certified by the Environmental Protection Agency (EPA).

**B. Power Requirements:**

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1. Duplex convenience outlets shall be 20A, 125V, 3 wire grounding type provided in quantities indicated on the Exhibit "A". Lessor shall provide a minimum of two convenience outlets in each private office.
2. Electrical/data/telephone outlet heights:
  - a. Existing receptacles may remain at 12" A.F.F. New receptacles shall be installed at 15" A.F.F. or as noted on plans.
3. Lessor shall furnish and install all special use outlets, dedicated circuits, and isolated ground convenience outlets for copy machines, electronic communications equipment, and where noted on plan.
  - a. Dedicated circuits shall have individual ungrounded circuit conductors from each device to panel board circuit breaker and individual grounded circuit conductors from each device to the neutral bus located in the panel board. Equipment grounding conductors shall be connected to the grounding electrode system through a ground bus located in the panel board.

**C. General Lighting Requirements:**

1. Lighting Design Guidelines:
  - a. Lighting shall comply with the design guidelines of the current edition of IESNA Lighting Handbook.
2. Where existing light fixtures are reused, Lessor shall modify fixtures as necessary to comply with all seismic guidelines. Lessor shall thoroughly clean fixture housings, lamps, and fixture lenses. All lenses shall be free of damage and discolor. There shall be no visual discrepancy between existing lamp color temperature and new lamp color temperature in each enclosed space. Lessor shall replace incandescent lamp fixtures with new high efficiency lamp fixtures where applicable.
3. Premises shall have sufficient light fixtures properly spaced and be capable of providing the recommended levels of illumination indicated in the following table.

a. Minimum Lighting Levels:

AREA:	FOOTCANDLES:
Work Surfaces (includes task lighting)	50
Work Area Ambient Lighting	30
Telecommunications rooms and closets	50
Special Purpose Area(s)	75
Repair Garage	50
Hallways, Aisles, Corridors	25
Conference / Meeting Rooms	70
Incandescent Lighting	10 - 30
Drafting Areas	50
High Density Filing Areas	50
Document Processing Area/Room	30
Circulation Space around work areas	30
Building Entries	25
Restrooms	40
Waiting and Lounge Areas	15
Coffee Counters	20
Lunch Rooms/ Break Rooms	30
Warehouse	2

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4. Minimum requirements for new or replacement linear fluorescent lighting systems:
  - a. Minimum Color Rendering Index (CRI) of 70
  - b. Option of common Color Temperature lamps (CCT) (3000° K through 4100°K)
  - c. Minimum power factor of 90%
  - d. Minimum system efficacy of 90 lumens per watt
  - e. High frequency electronic ballast
  - f. Maximum Total Harmonic Distortion (THD) of 20%
  - g. Minimum lamp life of 20,000 hours
5. Minimum requirements for compact fluorescent lighting systems:
  - a. Minimum Color Rendering Index (CRI) of 75%
  - b. Option of common Color Temperature lamps (CCT) (2700° K through 4100°K)
  - c. Minimum power factor of 90%
  - d. Minimum system efficacy of 60 lumens per watt
  - e. Electronic ballast
  - f. Maximum Total Harmonic Distortion (THD) of 20%
  - g. Minimum lamp life of 10,000 hours
6. Minimum requirements for LED lighting systems
  - a. Minimum Color Rendering Index (CRI) of 80
  - b. Option of common Color Temperature lamps (CCT) (3000° K through 4100°K)
  - c. Minimum power factor of 90%
  - d. Minimum system efficacy of 90 lumens per watt
  - e. Internal LED Driver
  - f. Lamps capable of being dimmed from 100% to 0% of maximum lighting output
  - g. Minimum lamp life of 50,000 hours
7. Pairs of one-lamp or three-lamp recessed fluorescent luminaires and continuous mounted fluorescents that are (1) on the same switch control, (2) in the same area, (3) within 10 feet of each other in accessible ceiling spaces; and (4) do not use electronic ballasts, shall be tandem wired and shall not use single lamp ballasts.
8. Where required, lighting panel switches including exterior lighting shall have a two schedule, programmable, 7-day with holiday setting, battery-backup time clock. Time clock operation shall have manual override with a two-hour bypass. Override shall be accessible to the tenant.
9. Where exterior illumination is required, lessor shall provide and install exterior solid-state luminaires that are designed for and exclusively use LED lamp technology. Luminaires shall include integrated controls and the required Backlight, Uplight, and Glare (BUG) ratings based on the Lighting Zone the luminaires are in for accent light and outdoor building security lighting. All building entrances shall be illuminated.



**EXHIBIT B – OUTLINE SPECIFICATIONS  
DIVISION 2**

D. Communication Equipment Requirements:

1. Lessor shall provide and install all conduits and telephone service cabling from the building's main point of entry (MPOE) to the tenant agency's Telecommunication closet.
2. Lessor shall furnish and install telephone terminal backboard. Backboard shall be 4' x 8' x 3/4" thick, fire retardant plywood, and painted to match adjacent surfaces.
3. Lessor shall furnish and install termination blocks, cable management hardware, and terminate and label all cables at both ends.
4. Lessor shall provide and install all components as required by the telephone service provider's requirements.
5. Unless otherwise noted, Lessor shall furnish and install a complete structured cabling system from the tenant agency's telecommunication closet to the final point of termination. Lessor shall provide all components such as, but not limited to, cabling, cable labels, cable trays, cable management hardware, patch panels, cross connects, patch cords, faceplate, jacks, and wall outlets, MSF workstation outlets, as necessary or required for a complete and operational system.
6. Lessor shall provide and install all conduit and outlet boxes with pull-wire.
7. The system shall be tested pursuant to and meet ANSI/TIA/EIA standards.
8. BICSI Certified cabling installers shall perform all work, and shall comply with all ANSI/TIA/EIA cabling standards.
9. The system shall comply with the requirements of the tenant agency's specifications.
10. The State shall not be required to remove any communication equipment and or cabling described herein either during the lease term or upon termination of this lease.

2.14 PARKING AND PAVING

- A. Parking areas and access from the public way shall be paved. Each parking stall shall have individual unobstructed access. All stalls shall be marked with 4" wide painted stripes using white traffic grade paint. Traffic areas shall have appropriate painted directional arrows and any other graphics noted on Exhibit "A". Lessor shall furnish and install appropriate signage as required by local jurisdiction.
- B. Pavement at existing parking areas shall be free of holes, patches, divots or badly weathered surface conditions. If new material is used, the existing asphalt shall be ground and used for fill in the parking area.

**END OF DIVISION 2**



EXHIBIT B – OUTLINE SPECIFICATIONS  
DIVISION 3

DIVISION 3 - SPECIAL PROVISIONS

The following Special Provisions supplement the requirements specified in Divisions 1 and 2. Where Division 3 requirements conflict with Divisions 1 & 2; Division 3 supersedes those requirements.

*There are NO SPECIAL PROVISIONS for this Project.*

**END OF DIVISION 3**

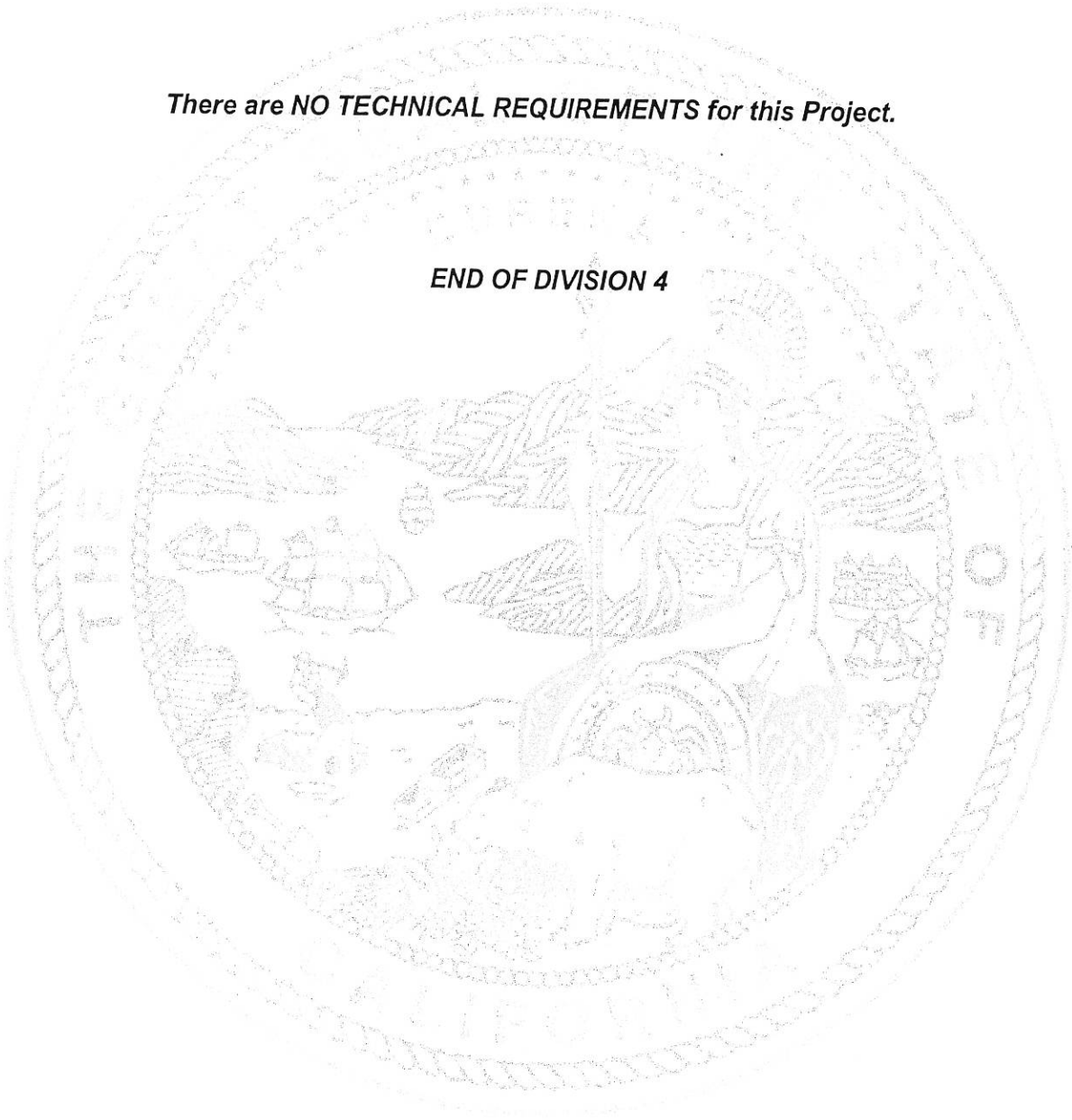
**EXHIBIT B – OUTLINE SPECIFICATIONS  
DIVISION 4**

**DIVISION 4 - TECHNICAL REQUIREMENTS**

The following Technical Requirements supplement the requirements specified in Divisions 1 and 2. Where Division 4 requirements conflict with Divisions 1 & 2; Division 4 supersedes those requirements.

***There are NO TECHNICAL REQUIREMENTS for this Project.***

***END OF DIVISION 4***





## EXHIBIT 'C' – ADMINISTRATIVE REQUIREMENTS

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

TITLE	PAGE
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1.00 GENERAL - AUTHORITY & POLICIES REQUIREMENTS OF LEASED FACILITIES	2
1.01 STATE FIRE MARSHAL AUTHORITY	2
1.02 ACCESS COMPLIANCE AUTHORITY	2-3
<b>DIVISION 2 STATE FIRE MARSHAL PROCEDURE</b>	
2.00 RESD LEASE EXHIBIT A	4
2.01 CONSTRUCTION DRAWINGS	4
2.02 PLAN REVIEW AND APPROVAL	4
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<b>DIVISION 3 CBC/ADA ACCESS COMPLIANCE PROCEDURE</b>	
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4.00 SFM PLAN REVIEW APPLICATION - FORM A	10
4.01 SFM PLAN REVIEW APPROVAL - FORM B	11
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4.05 CALIFORNIA DVBE PROGRAM CERTIFICATION SHEET – FORM F	15
4.06 VERIFIED REPORT - FORM G	16

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

**Confirmation Statement**

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

Initials \_\_\_\_\_

## DIVISION 1 – AUTHORITY AND POLICY REQUIREMENTS

### 1.00 GENERAL

- A. The State of California and its governing agencies have mandated that the Department of General Services (DGS), Real Estate Services Division (RESD) adhere to all regulations, policies and state statutes for all state agencies leasing private sector building space.
- B. This Exhibit 'C' document is a binding part of the lease document and shall function with Exhibits 'A' and 'B'.
- C. The forms contained in Division 4 are for the Lessor's reference. A separate Lessor's forms packet will be provided by RESD for the Lessor's use. The forms contained in the "Lessor's Packet" are to be used by the Lessor to accomplish the processes required by this document.
- D. Federal Americans with Disabilities Act (ADA) and California Building Code (Title 24) accessibility requirements are combined and noted hereafter as **CBC/ADA**.
- E. Abbreviations: State Fire Marshal (SFM), Division of the State Architect (DSA), Real Estate Services Division (RESD).

### 1.01 STATE FIRE MARSHAL AUTHORITY

- A. Section 13108 of the California State Health and Safety Code gives the State Fire Marshal (SFM) authority for enforcement of fire protection regulations for State owned and State occupied leased buildings or premises. This authority encompasses both plan review and construction inspections of all leased facilities.
- B. If at any time during the Design, Construction Document Review, or Construction Inspection processes, a conflict arises between the State and local authorities, the Lessor/architect will compile all pertinent information and present the situation through the RESD Space Planner to the SFM. The SFM has final authority in the determination of compliance and will take the lead in the resolution of problems or suitable interpretation of code.

### 1.02 ACCESS COMPLIANCE AUTHORITY

- A. California law incorporates the Americans with Disabilities Act requirements. California Government Code provides that buildings shall be made accessible to, and usable by, persons with disabilities, whether they are leased, rented, contracted, sublet, or hired by any municipal, county, or State divisions of government, or special district. California Building Standards Code defines that all State facilities shall meet the federal Architectural Barriers Acts.
- B. These statutes, in addition to the California Building Code, Title 24, generate the need for a standard process to ensure access compliance with respect to State leased facilities.
- C. The **Division of the State Architect (DSA)** is charged with the responsibility of ensuring compliance with the above standards.



## DIVISION 1 – AUTHORITY AND POLICY REQUIREMENTS

### ACCESS COMPLIANCE AUTHORITY - Continued

- D. If at any time during the Design, Construction Document Review, or Construction Inspection processes, a conflict arises between the State and local authorities, the Lessor/architect will compile all pertinent information and present the situation to the RESD Space Planner.
- E. The DSA has delegated a component of the access compliance responsibility to RESD for leased facilities. Conforming to DSA delegation, RESD is requiring the Lessor to ensure compliance by utilizing one of the two procedures defined in this document. Refer to Division 3 (below) for specific requirements and procedures.
- F. Public right-of-way access is required for all State leased facilities. If the existing conditions do not meet the required codes and regulations, the design professional (Lessor's architect) must demonstrate and document a diligent effort to request that the authority (having control) over the public right-of-way, makes the necessary modifications to secure right-of-way access. All correspondence shall be documented and provided to the RESD Space Planner for the project file.

***End of Authority and Policy Requirements***

## DIVISION 2 – STATE FIRE MARSHAL PROCEDURE

### 2.00 RESD LEASE EXHIBIT 'A'

- A. Prior to the lease execution, the RESD Space Planner is responsible for the development and submittal of the lease Exhibit 'A' space plan(s) to the SFM for a general code compliance review and approval. The approved Exhibit 'A' plan(s) will reflect the design concept for the proposed lease within the configuration of the existing building shell. If RESD elects to use a narrative Facilities Design Program (FDP) in place of the Space Plan, the SFM review and approval will follow lease execution and development of preliminary architectural drawings by the Lessor.

### 2.01 CONSTRUCTION DRAWINGS

- A. The Exhibit 'A' Plan or the Exhibit 'A' FDP are design development guidelines only. Lessor, at Lessor's sole cost and expense, shall provide all required construction documents and calculations necessary to obtain a building permit from the local Building Department and to construct the improvements as indicated. The use of Exhibit 'A' Plan in lieu of construction documents is not acceptable to the State.

### 2.02 PLAN REVIEW AND APPROVAL

- A. The Lessor's architect is required to submit the construction drawings to the SFM for plan review and approval prior to construction. **All** specific technical elements of the construction such as fire alarm and smoke detection systems, fire sprinklers, construction details of fire assemblies, etc. shall be included with the construction drawings. For projects with no alterations that would require a building permit the Lessor is not required to submit construction drawings to the SFM.
- B. The Lessor's architect shall submit the SFM **Plan Review Application** Form A (attached) and the construction drawings to the State Fire Marshal in Sacramento. There is no fee associated with the SFM review process.
- C. The **Plan Review Application form** and all submittals shall be sent to:  
Office of State Fire Marshal, Code Enforcement  
1131 S Street  
Sacramento, California, 95814  
Contact telephone: (916) 324-3783 or 445-8550.

This form must be filled out completely, including the address to which the approved documents shall be returned. Plan review time is generally consistent with local building authority permitting process, however the architect shall verify the estimated review time for this project review at submittal. The architect shall make the necessary adjustments to the overall project schedule accordingly.

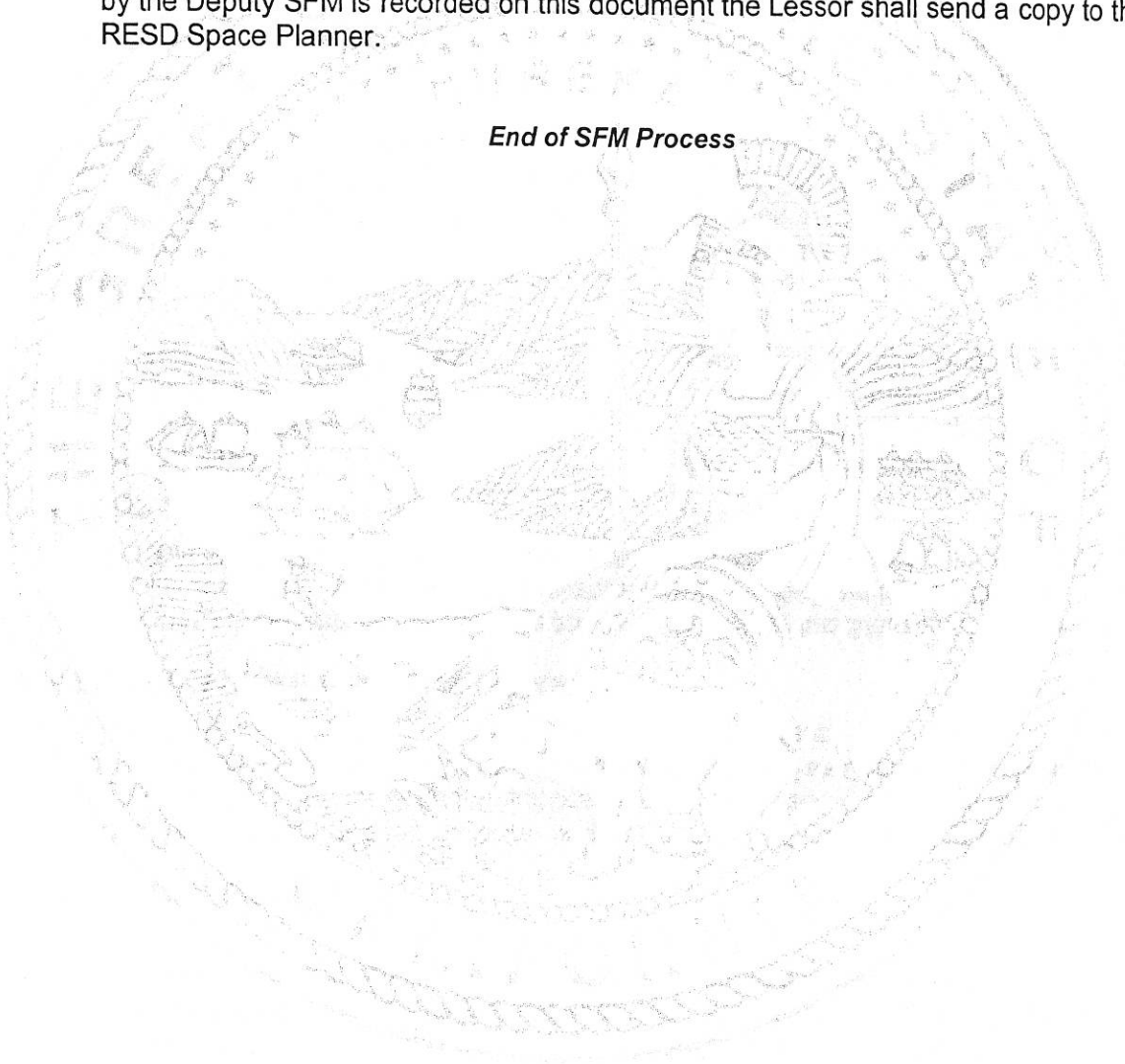
- D. The approved drawings or revisions requests will be returned to the address shown on the Plan Review Application and will be accompanied by either a SFM **Plan Review Approval** Form B or a SFM **Plan Review Transmittal** Form C (attached). The Lessor/architect shall provide a copy of the approved form to the RESD Space Planner.

## DIVISION 2 – STATE FIRE MARSHAL PROCEDURE

### 2.03 CONSTRUCTION INSPECTION

- A. The regional SFM office will inspect and approve the construction in the State leased building. There are two regions; Code Enforcement North and Code Enforcement South. Call (916) 445-8550 to determine the local contact information. The Lessor, architect, or contractor shall be responsible for contacting the regional Deputy State Fire Marshal for coordination of the inspections based on the proposed construction schedule.
- B. After completion of each successive SFM construction inspection, any deficiencies shall be recorded on the SFM **Fire Safety Correction Notice** Form D (attached). This form is to be signed by a Lessor's representative on site. When final approval by the Deputy SFM is recorded on this document the Lessor shall send a copy to the RESD Space Planner.

*End of SFM Process*



## DIVISION 3 – CBC/ADA ACCESS COMPLIANCE PROCEDURE

### 3.00 GENERAL

- A. To comply with the accessibility requirements and ensure that the facility has complied with all accessibility codes and regulations, the Lessor is required to complete one of the two processes defined below. In each case the RESD Space Planner will remain the primary contact. The facilities are categorized according to size as either Group I or Group II projects. Each category has specific requirements as defined. Group I projects are submitted to RESD and Group II facilities are submitted to DSA for plan review and approval. The Lessor is required to follow the procedure of the applicable process and is responsible for the associated costs.

### 3.01 FEE REQUIREMENT

- A. The Lessor is required to submit the project fee to RESD for Group I or directly to the DSA regional office for Group II facilities. The RESD Space Planner will calculate the required fee using the **CBC/ADA Access Compliance Fee Calculation Form E** (attached) and include this in the Exhibit C lease document.

### 3.02 DETERMINATION OF FACILITY GROUP

- A. The group is determined by the category and the size of the State's net usable leased area. The respective administrative process is defined in the following Sections 3.03 (Group I) and 3.04 (Group II). The Group Types are defined below:

#### GROUP I:

<b>Building Type:</b>	<b>Net Usable Square Footage:</b>
Existing Office Buildings	Less than 100,000 square feet
Existing Warehouse Buildings	Less than 500,000 square feet
Any Building to be Constructed	Less than 30,000 square feet

#### GROUP II:

<b>Building Type:</b>	<b>Net Usable Square Footage:</b>
Existing Office Buildings with Alterations	100,000 sq. ft. or greater
Existing Warehouse Buildings with Alterations	500,000 sq. ft. or greater
Any Building to be Constructed	30,000 sq. ft. or greater

**Note:** Certain Group I projects, at the discretion of the State, may be determined compatible with Group II process regardless of the building size. The RESD Space Planner shall inform the Lessor which process applies to this particular project during lease negotiations.

## DIVISION 3 – CBC/ADA ACCESS COMPLIANCE PROCEDURE

### 3.03 GROUP I FACILITY PROCEDURE

For Group I facilities the Lessor's architect is required to complete the requirements outlined in paragraphs A through D below:

- A. Accessibility Survey: The Lessor must have an accessibility survey completed prior to the finalization and approval of the construction documents. The survey must be completed using the DGS' Accessibility Checklist for State-Leased Buildings and Facilities. The following consultants are acceptable:
1. DSA certified accessibility consultants trained for Leased facilities  
<http://www.dgs.ca.gov/resd/Programs/LeasingandPlanning/NewLease/LeaseRequirements.aspx>
  2. Certified Access Specialist (CASp)  
<http://www.dgs.ca.gov/dsa/Programs/programCert/casp.aspx#t1>
  3. ICC Accessibility Inspector/Plans Examiner  
<https://av.iccsafe.org/EWEB/DynamicPage.aspx?Site=icc&WebKey=b7afd990-2e14-4013-a186-aeb405641a95&FromSearchControl=Yes>
  4. Architect licensed in the State of California
- A.1.1 The consultant will survey the facility and site per CCR Title 24, California Building Code (CBC), and Americans with Disabilities Act (ADA). State agencies are public entities and shall comply with Title II of the ADA. Exceptions to the code for existing buildings are not permitted. Access compliance shall apply to exterior areas such as but not limited to path of travel to and from public transportation and public right-of-way, parking, passenger drop-off and loading zones, walks and sidewalks, curb ramps, ramps, and all stairs. Access compliance shall also apply to interior areas such as but not limited to entrances and exits, lobbies, building common areas, elevators, access lifts, doors and gates, access to and through all rooms and spaces, restrooms, signs and identification, counters, waiting, seating areas, assistive listening systems, telephones, drinking fountains, alarms, and horizontal/vertical access. Consultants will observe and record all deficiencies, as well as provide solutions needed to bring facility into compliance with sufficient detail to allow Lessor or his/her agent to develop a cost estimate for proposed barrier removal. Should all areas mentioned above not be fully constructed, consultants shall review the construction documents in addition to the physical evaluation.
- B. Fee Payment: The Lessor shall prepare a check payable to the Dept. of General Services, Real Estate Services Division. Lessor shall enclose a copy of the **CBC/ADA Access Compliance Fee Calculation Form E** (attached) as prepared by the RESD Space Planner, along with payment and mail to DGS, RESD (Include the project number on the check to RESD).
- C. Construction Documents: The Lessor's Architect will incorporate all items defined in the accessibility survey into the construction documents. The Lessor shall submit the completed drawings to RESD for review.
- D. Verified Report: Following the completion of construction, the Lessor's architect is responsible for verifying that the items outlined in the accessibility survey and incorporated into the construction documents have been completed. The **Verified Report Form G** (attached) shall be signed by the Lessor's architect. The architect shall forward the signed Verified Report to RESD Space Planner prior to the final inspection that will be performed by RESD. The project will not be accepted for occupancy prior to receipt of this document.

*End of Group I Procedure*



## DIVISION 3 – CBC/ADA ACCESS COMPLIANCE PROCEDURE

### 3.04 GROUP II FACILITY PROCEDURE

The Lessor is required to submit plans and specifications to the **Division of the State Architect (DSA)** for access compliance review and approval. Although the formal process for access compliance plan review and approval is processed through DSA, the DGS RESD Space Planner will continue as the project manager. The Lessor's architect shall inform RESD of the status of plan review/approval from DSA.

For Group II facilities the Lessor's architect is required to complete the requirements outlined in paragraphs A through F below:

- A. Accessibility Survey: The Lessor must have an accessibility survey completed prior to the finalization and approval of the construction documents. The survey must be completed using the DGS Accessibility Checklist for State-Leased Buildings and Facilities. The following consultants are acceptable:
1. DSA certified accessibility consultants trained for Leased facilities  
<http://www.resd.dgs.ca.gov/Branches/PSB/LeaseRequirements.htm>
  2. Certified Access Specialist (CASp)  
<http://www.dgs.ca.gov/dsa/Programs/programCert/casp.aspx#t1>
  3. ICC Accessibility Inspector/Plans Examiner  
<https://av.iccsafe.org/EWEB/DynamicPage.aspx?Site=icc&WebKey=b7afd990-2e14-4013-a186-aeb405641a95&FromSearchControl=Yes>
  4. Architect licensed in the State of California

Note: See Section 3.03; paragraph A.1.1 (Group I Facility Procedure) for parameters of survey.

- B. Construction Drawings and Specifications: The Lessor is required to retain an architect licensed in the State of California to design and develop plans and specifications in accordance with the lease exhibits and applicable codes and regulations. The Lessor's architect will incorporate all items defined in the accessibility survey into the construction documents. The architect is required to stamp and sign the construction documents.
- C. Fee Payment: In accordance with the calculation of fees per the **CBC/ADA Access Compliance Fee Calculation Form E** (attached), the Lessor shall prepare a check payable to the Division of the State Architect. This check along with a copy of the CBC/ADA Access Compliance Fee Calculation Form E shall be forwarded directly to the appropriate regional DSA office in the submittal package.
- D. Submittal Package: The submittals shall be sent to the appropriate DSA regional office. The state is divided into four regions, San Francisco Bay Area, Sacramento, Los Angeles and San Diego. The DSA regional office that will review this project can be confirmed by calling DSA at (916) 445-8100. The submittal package must be complete before the DSA accepts the project for review. Proceed to the DSA website using the link below for instructions on this process:

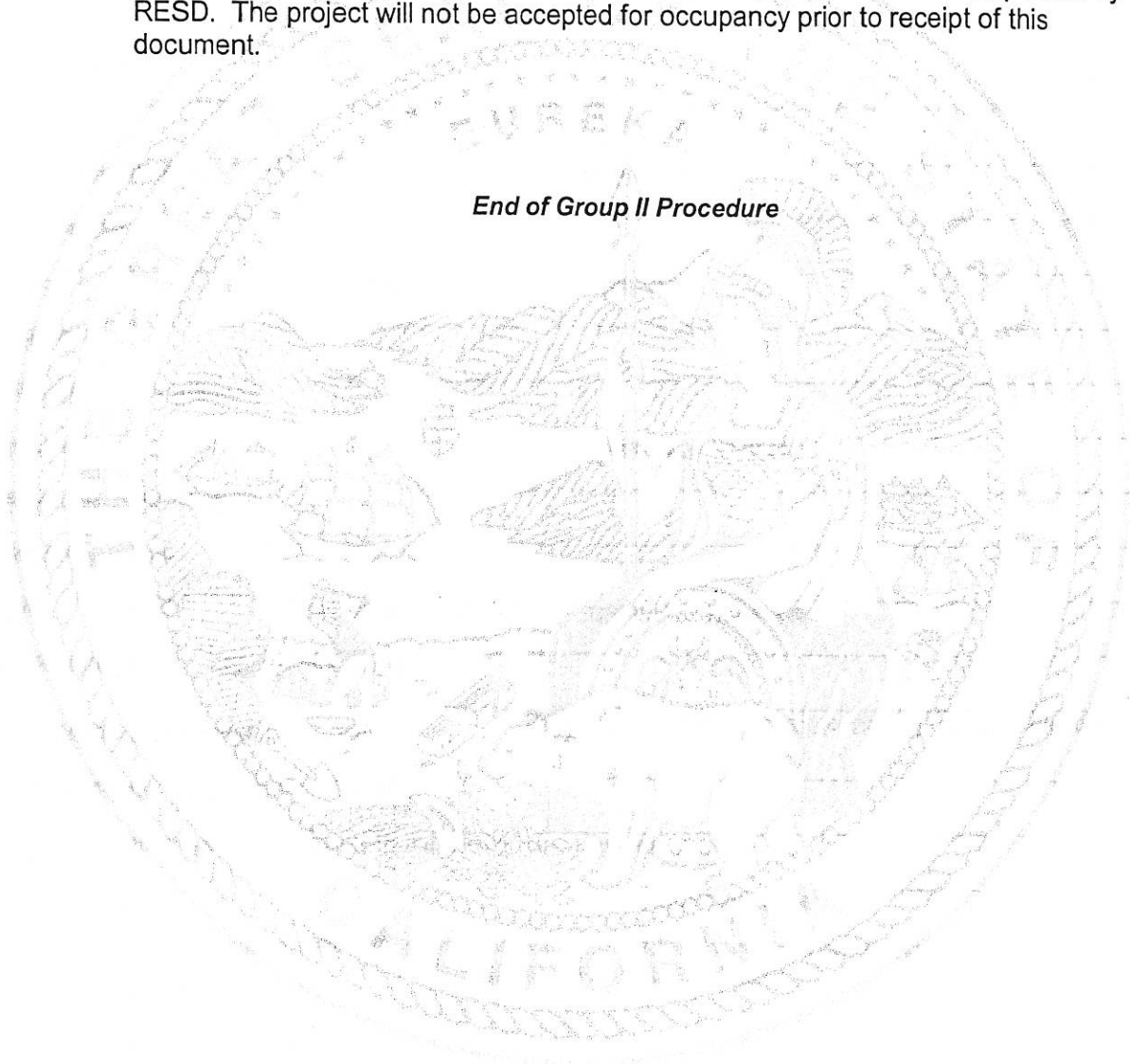
<http://www.dgs.ca.gov/dsa/Programs/proqProject/overview/projsubmitintro.aspx>

Upon receipt of the submittal package, a DSA application number is assigned to the project for tracking purposes. A preliminary review of your submittal is performed within a few days. Plan review is scheduled after DSA verifies that a complete submittal package has been received. The Lessor's architect shall verify the estimated time for this project review with DSA at submittal. The architect shall make the necessary adjustments to the overall project schedule accordingly.

### DIVISION 3 – CBC/ADA ACCESS COMPLIANCE PROCEDURE

- E. DSA Plan Approval: Once approval has been granted by DSA, the Lessor is required to construct the project in compliance with the plans, specifications and lease exhibits. The Lessor shall provide a copy of DSA's letter of approval to the RESD Space Planner. Construction shall not commence until this process has been completed.
- F. Verified Report: Following completion of construction, the Lessor's architect shall visit the site to verify that the building and site are in compliance with the DSA approved plans and specifications. The **Verified Report** Form G (attached) shall be completed and signed by the Lessor's architect. The architect shall forward the Verified Report to RESD Space Planner prior to the final construction inspection by RESD. The project will not be accepted for occupancy prior to receipt of this document.

*End of Group II Procedure*



DIVISION 4 – REFERENCE FORMS

4.00 SFM PLAN REVIEW APPLICATION, FORM A

STATE OF CALIFORNIA - THE RESOURCES AGENCY

Edmund G. Brown Jr., Governor

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division
1131 "S" Street (95811)
P.O. Box 944246 (94244-2460)
Sacramento, CA
T: (916) 445-8550 F: (916) 324-3784
Web Site: www.fire.ca.gov



PLAN REVIEW APPLICATION

Please Print or Type- Must be Submitted with all Plans, Specifications and Deferred Approvals

Application Date: \_\_\_\_\_

State Department Project: Employment Development Department

Building Name: EDD Riverside 135305

DGS Project # (DGS Only): 135305 Please check on of these boxes/do not leave blank Bill To: SRF [ ] ARF [ ] Agency [x]

Project Address: 1325 Spruce Street

City: Riverside Zip Code: 92507 County: Riverside

Scope of Project: \_\_\_\_\_

Estimated Contract Cost: \_\_\_\_\_

Bid Date: \_\_\_\_\_ Contract State Date: \_\_\_\_\_

Submitting Firm/Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: ( ) - \_\_\_\_\_ Email Address: \_\_\_\_\_

SFM USE ONLY – BELOW THIS LINE

Date Received: \_\_\_\_\_

Received By: \_\_\_\_\_

SFM FILE #: \_\_\_\_\_

Database ID #: \_\_\_\_\_

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN
PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT WWW.CA.GOV

DIVISION 4 – REFERENCE FORMS

4.01 SFM PLAN REVIEW APPROVAL, FORM B

(This is for Reference Only – The Lessor will receive this Plan Review Approval form or the Plan Review Transmittal form (next page) with the plans that were submitted for review and approval to the SFM)

STATE OF CALIFORNIA - THE RESOURCES AGENCY

Edmund G. Brown Jr., Governor

OFFICE OF THE STATE FIRE MARSHAL  
Code Enforcement – North  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION



1131 "S" Street (95811)  
P.O. Box 944246 (94244-2460)  
Sacramento, CA  
Web Site: <http://osfm.fire.ca.gov>  
(916)445-8550  
(916)324-3784 FAX

PLAN REVIEW APPROVAL

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CSFM: \_\_\_\_\_

FACILITY NAME: \_\_\_\_\_

FACILITY ADDRESS: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reproducible plans and specifications for the project described and included in the plan review transmittal dated \_\_\_\_\_ are approved by this office and were stamped \_\_\_\_\_.

Nothing in our review shall be construed as encompassing structural integrity. Approval of this plan does not authorize or approve any omission or deviation from applicable regulations. Final approval is subject to field inspection. One set of approved plans shall be available on the project site at all times.

If you have any questions, please contact me at \_\_\_\_\_.

\_\_\_\_\_  
Deputy State Fire Marshal

- cc:  Code Enforcement – North
- Code Enforcement – South
- Field File

RECORD #: \_\_\_\_\_  
RECEIVED DATE: \_\_\_\_\_

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN  
PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT WWW.CA.GOV



DIVISION 4 – REFERENCE FORMS

4.02 SFM PLAN REVIEW TRANSMITTAL, FORM C

STATE OF CALIFORNIA - THE RESOURCES AGENCY

Edmund G. Brown Jr., Governor

OFFICE OF THE STATE FIRE MARSHAL  
Code Enforcement – North  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION



1131" S" Street (95811)  
P.O. Box 944246 (94244-2460)  
Sacramento, CA  
Web Site: <http://osfm.fire.ca.gov>  
(916) 445-8550  
(916) 324-3784 FAX

PLAN REVIEW TRANSMITTAL

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_ CSFM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FACILITY NAME: \_\_\_\_\_  
FACILITY ADDRESS: \_\_\_\_\_  
PROJECT DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As requested, we have reviewed  Plans  Specifications  Change Order  Addendum  Instructional Bulletin  
 Request for Information  Equipment Submittal for the project listed above to determine conformance with the fire  
and life safety standards of Titles 19 and 24, California Code of Regulations. By copy of this transmittal we are:

- advising you that the items listed above were found to be in accordance with the applicable provisions of Title 19 and 24.
- returning the items listed above to you for review. Consideration must be given to all comments noted in red pencil on the documents.
- requesting that you contact our office at the telephone number listed below for an appointment for our stamp of approval or back check. Submit the plans with our official comments at the time of the back check.

Nothing in our review shall be construed as encompassing structural integrity. Approval of this plan does not authorize or approve any omission or deviation from applicable regulations. Final approval of this project is subject to field inspection.

If you have any questions, please contact me at \_\_\_\_\_.

\_\_\_\_\_  
Deputy State Fire Marshal

cc:  Code Enforcement – North  
 Code Enforcement – South  
 Field File

RECORD #: \_\_\_\_\_  
RECEIVED DATE: \_\_\_\_\_

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN  
PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT WWW.CA.GOV



DIVISION 4 – REFERENCE FORMS

4.03 SFM FIRE SAFETY CORRECTION NOTICE  
and/or  
FINAL CONSTRUCTION APPROVAL - FORM D

STATE OF CALIFORNIA - THE RESOURCES AGENCY

Edmund G. Brown Jr., Governor

OFFICE OF THE STATE FIRE MARSHAL  
Code Enforcement – North  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION



1131"S" Street (95811)  
P.O. Box 944246 (94244-2460)  
Sacramento, CA  
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(916) 445-8550  
(916) 324-3784 FAX

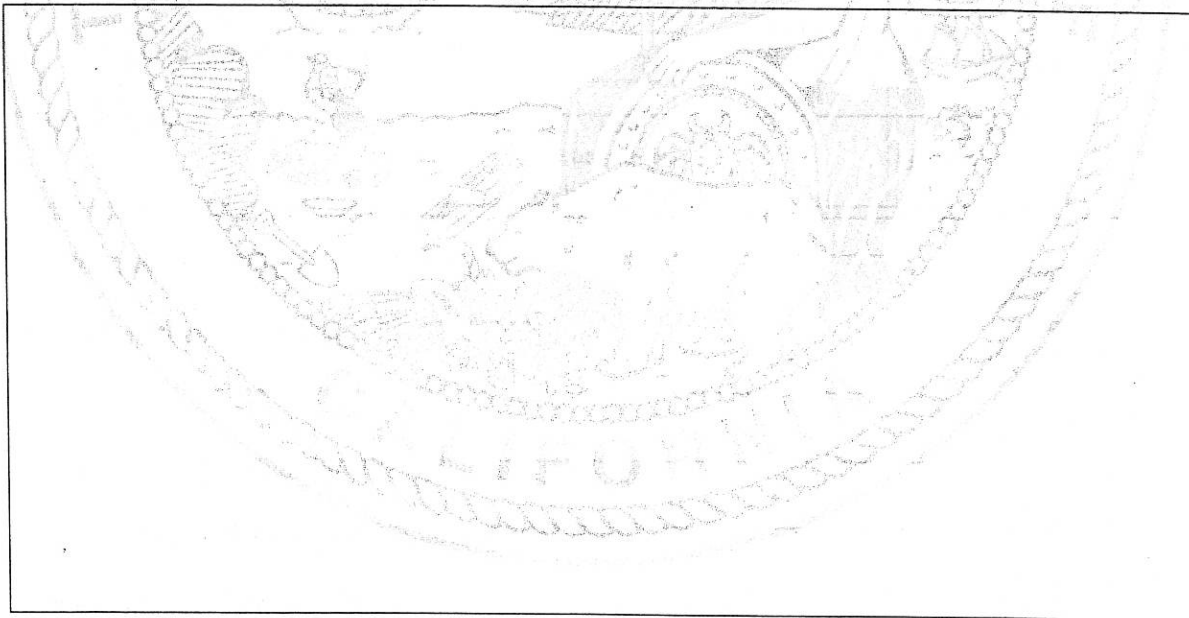
**Fire Safety Correction Notice**

File Number: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

The California Health and Safety Code and the State Fire Marshal's regulations require the following fire safety deficiencies be corrected.



The above deficiencies are to be corrected within \_\_\_\_\_ days. When ALL deficiencies have been corrected, sign and return the certification on the opposite side of this form. If you have any questions, contact the Office of the State Fire Marshal at ( ) - \_\_\_\_\_

ISSUED BY (Deputy State Fire Marshal)

RECEIVED BY

DATE

\_\_\_\_\_

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN  
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DIVISION 4 – REFERENCE FORMS

4.04 CBC/ADA ACCESS COMPLIANCE FEE CALCULATION  
FORM E

RELPS Planner: Mary Kuyper Date: 4-14-14

Agency: Employment Development Department

Address: 1325 Spruce Street, Riverside, CA 92507

Project Number: 135305

Project Name: EDD Riverside 135305

For GROUP I Facilities  
Send to:  
Dept. of General Services  
Real Estate Services Division  
Professional Services Branch  
707 3<sup>rd</sup> Street, Suite 5-305  
West Sacramento, CA 95605

For Group II Facilities  
Send to:  
DSA Regional Office  
See DSA Website for offices in  
your area at  
[www.dsa.dgs.ca.gov/Contact/default.htm](http://www.dsa.dgs.ca.gov/Contact/default.htm)

Project Type	Project Size (net usable s.f.)		Project Value (PV)
<input type="checkbox"/> Existing Warehouse Buildings		\$20/sf	\$ -
<input checked="" type="checkbox"/> Existing Office Buildings	9,467	\$50/sf	\$ 473,350
<input type="checkbox"/> New Construction		\$150/sf	\$ -

GROUP I (Under \$5,000,000)	Project Value	Multiplier	Fee
PV X 0.2% of 1st \$500,000 =	\$ 473,350	0.002	\$ 947
Remainder of PV x 0.1% =	\$ -	0.001	\$ -
Remainder between 2M and 5M x .01%	\$ -	0.0001	\$ -
Calculated total =			\$ 947
x 10% (QA or \$200 Minimum) = Total Fee			\$ 200

GROUP II (Over \$5,000,000)	Project Value	Multiplier	Fee
PV x 0.5% of 1st \$500,000	\$ -	0.005	\$ -
PV between 500,000 and 2M x .25%	\$ -	0.0025	\$ -
PV over 2M x .1%	\$ -	0.001	\$ -
Calculated total -			\$ -
<b>Total Fee</b>			<b>\$ -</b>

<b>Total Lessor Fee Obligation:</b>	<b>\$ 200</b>
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DIVISION 4 – REFERENCE FORMS

4.05 DVBE PROGRAM CERTIFICATION SHEET, FORM F

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE  
PROGRAM CERTIFICATION SHEET

*Lessor must complete and sign to certify if DVBE Participation was or was not obtained*

**LEASE AMOUNT/DVBE CERTIFICATION**

Lease Project No.: 135305

I hereby certify that the Lease Contract Amount, as defined below, is in the amount of \$ \_\_\_\_\_ of which \$ \_\_\_\_\_ was awarded to a certified DVBE firm resulting in \_\_\_\_\_ % DVBE participation. I understand that the Lease Contract Amount is the total dollar figure against which the DVBE participation will be evaluated.

\_\_\_\_\_  
Lessor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor's Signature

\_\_\_\_\_  
Printed Name

**DEFINITION:** Lease contract amount is the total amount of lease costs expended by the Lessor over the firm term of the lease which are attributable to expenditures by the lessor to make the leased property sufficient for state occupancy. This typically includes, but is not necessarily limited to, tenant improvements, extraordinary maintenance, and janitorial services specified in the lease. In the case of a build-to-suit facility, the total of the construction and off-site development costs, as well as architectural and engineering costs, would be included.

## DIVISION 4 – REFERENCE FORMS

### 4.06 VERIFIED REPORT, FORM G

State Leased Buildings and Facilities  
Verified Report - Form G

The Architect having general responsible charge of the work of construction on the plans and specifications, is responsible for the submission of this report to the Department of General Services / Real Estate Services Division, Planner (DGS/RESD) prior to the state tenant taking occupancy.

RESD Project Info:	Agency: Employment Development Department	RESD Project # 135305
	Project Type (Scope of Work): Lease Renewal or Amendment 56	Date:
	RESD Planner: Mary Kuyper	Phone: 916.375.4115 Fax: 916.375.4085

Facility Info:	Building Name	Hours of Operation:	
	Address: 1325 Spruce Street	Suite	
	City: Riverside	Zip: 92507	
	Lessor Contact	Phone	Fax

Contractor:	Company Name	License #	Phone
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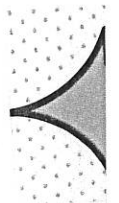
This report includes all construction work through the date of: _____ month _____ day _____ year			
Exterior Work	% Compliant	Interior Work	% Compliant
		Accessible Main Entrance	
Parking & Accessible Stalls		Doors & Gates	
Walks & Sidewalks		Information / Reception Counter	
Curb Ramps		Elevators / Ramps / Lifts	
Stairways		Sanitary Facilities / Sinks / Drinking Fountains	
Ramps & Landings		Stairwells / Exits	
Accessible Main Entrance		Conference / Meeting / Assembly Rooms	
Wayfinding & Signage		Wayfinding & Signage	
		Fire Alarms	
Total Project Percentage of Completion			
*All items required to be 100% complete unless Hardship approved by DSA or Mitigation Plan outlined in lease.			
List work and % to be completed (attach additional pages as necessary):			

I declare under penalty of perjury that I have read the above report and know the contents thereof; that all of the above statements are true and that I know of my own personal knowledge that the work during the period covered by the report has been performed and materials used and installed, and in every material respect are in compliance with the duly approved plans and specifications therefore.		
Architect:	Signature	Date
	Name	Architect #
	Company / Firm	Phone
	Address	Fax

Submit completed forms to location indicated below:	
DGS/RESD Attn: Planner	Real Estate Services Division 707 Third Street, Suite 5-305 West Sacramento, CA 95605

September 1, 2015

Project No.: 135305







EDD STANDARD SUBLEASE FORM

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

File No.: 6197-001  
Project No.: 129092

Preamble

This Agreement, made and entered into this 18th day of April 2011 is a Sublease of that certain Lease Agreement (the "Master Lease") dated June 13, 2006, as amended December 12, 2006, July 23, 2007, and February 9, 2010 between the Spruce Street Professional Building, LLC as Lessor (the "Master Lessor") and County of Riverside as Lessee. This Sublease agreement is between

COUNTY OF RIVERSIDE

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

WITNESSETH

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

WHEREAS, a copy of the Master Lease and three (3) amendments is attached hereto, incorporated herein as Exhibit "D" and made a part of this sublease by this reference; and

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

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

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

Description

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

Approximately 10,251 net usable square feet of office space on the 1<sup>st</sup>, 2<sup>nd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> floor (consisting of 9,695 net usable square feet of shared space as outlined in green and 556 net usable square feet of exclusive space as outlined in red on the attached Exhibit A Plan), of the building located at together with Outline Specifications marked Exhibit "B", State Fire Marshal, CBC/ADA Access Compliance & Sustainable Measure Procedures marked Exhibit "C", a copy of the Master Lease and three amendments marked Exhibit "D", said Exhibits "A" and "B" and "C" and "D", Project No. 129092 dated January 7, 2011, hereby being incorporated by said reference into this sublease, and including sixty-seven (67) nonexclusive, unobstructed parking spaces contiguous to the subject building, and unlimited use of the building's common facilities.

Term

2. The term of this sublease shall commence on April 1, 2010, and shall end on March 31, 2014, with such rights of termination as may be hereinafter expressly set forth.



JUN 28 2011 3:54

Early  
Termination

3. The State may terminate this sublease at any time effective on or after March 31, 2012, by giving written notice to the Sublessor at least thirty (30) days prior to the date when such termination shall become effective. If the State fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

Rent

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

TWENTY-SIX THOUSAND TWO HUNDRED EIGHTY-EIGHT AND 50/100 DOLLARS  
(\$26,288.50) from April 1, 2010, through March 31, 2011; then

TWENTY-EIGHT THOUSAND TWO HUNDRED THIRTY-SIX AND 19/100 DOLLARS  
(\$28,236.19) from April 1, 2011, through March 31, 2012; then

TWENTY-EIGHT THOUSAND NINE HUNDRED FIFTY-THREE AND 76/100 DOLLARS  
(\$28,953.76) from April 1, 2012, through March 31, 2013; then

TWENTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-THREE AND 84/100 DOLLARS  
(\$29,773.84) from April 1, 2013, through March 31, 2014; and thereafter.

Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month. Rental shall be paid to Sublessor at the address specified in Paragraph 5 or to such other address as the Sublessor may designate by a notice in writing. If the premises are not complete pursuant to Paragraph 6 by the date shown in Paragraph 2, it is understood and agreed by and between the parties that, at the State's sole option, the dates shown in Paragraphs 2 and 3 and the dates and dollar amounts shown in Paragraph 4 may be adjusted to the first of the month following the State's acceptance of the completed premises, such acceptance shall not unreasonably be withheld. If the State exercises this option, it is agreed the State will complete unilaterally an amendment to the sublease to revise the herein above stated dates. Any accrued rents for the period of time prior to the unilaterally adjusted commencement date will be paid in accordance with Paragraph 8. Additionally, it is understood and agreed between the parties that, at the State's option, the dates shown in the "CPI Escalator Operating Expenses" paragraph, if incorporated herein, shall be adjusted to reflect the time delay between sublease commencement and the first of the month following the actual acceptance date. In the event this sublease agreement contains a provision granting the State an Option to Purchase the premises, it is further agreed herein by the parties that, notwithstanding the provision of the Option to Purchase paragraph herein, the effective dates and corresponding purchase option prices of said Option to Purchase shall be adjusted consistent with any adjustment to the sublease commencement date, as stated above, which initial purchase option date shall in no event be less than twenty-four (24) months nor more than thirty-six (36) months from the "adjusted" commencement date. Said "adjusted" purchase option dates shall be established consistent herewith and incorporated into said sublease with a unilateral amendment by the State.

Notices

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

To the Sublessor County of Riverside Economic Development Agency/Workforce Development Division  
1325 Spruce Street, Suite 100  
Riverside, CA 92507

Phone No. (951) 955-3100  
FAX No. (951) 955-9495

and to the State:

DEPARTMENT OF GENERAL SERVICES,  
REAL ESTATE SERVICES DIVISION  
LEASE MANAGEMENT C 6197-001

PHONE NO. (916) 375-4172

707 THIRD STREET, SUITE 5-305  
WEST SACRAMENTO, CA 95605

FAX NO. (916) 375-4173

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE  
TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: County of Riverside

and mailed to: County of Riverside Economic Development Agency  
ATTN: Workforce Development Fiscal Division  
3133 Mission Inn Avenue  
Riverside, CA 92507

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

Completion and  
Compliance with  
Plans and  
Specifications

6. Sublessor agrees that, prior to April 1, 2010, and at Sublessor's sole cost and expense, all required construction, improvements and/or alterations, if any, shall be completed and the subleased premises made ready for State's occupancy in full compliance with Exhibit "A", consisting of two (2) sheets titled, "Office Quarters, Project No. 129092" dated January 7, 2011, and in accordance with Exhibit "B", consisting of 55 pages, plus cover sheet, titled, "Outline Specifications, Project No.: 129092" dated January 7, 2011, and in accordance with Exhibit "C", consisting of 19 pages, plus cover sheet, titled, "State Fire Marshal, CBC/ADA Access Compliance & Sustainable Measure Procedures, which Exhibits "A" and "B" and "C" are by this reference incorporated herein.

Notice of  
Completion and  
Access to Premises  
during  
Construction

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

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

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

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

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

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

Delays caused by the Sublessor:

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

Delays caused by the State:

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

Compensation will be in one day increments.

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

**Early Occupancy**

8. Sublessor agrees that if the subleased premises are ready for occupancy prior to the completion date specified above in Paragraph 6, State may elect to occupy the premises on the earliest date practical after its receipt of the herein required completion notice. The rent payable for any such early occupancy by the State shall be at the rate of \$26,288.50 per month, and shall be prorated on a daily basis for any partial month.

**Time limit and  
Prior Tenancy**

9. No rental shall accrue under this sublease, nor shall the State have any obligation to perform the covenants or observe the conditions herein contained until the subleased premises have been made ready for occupancy in accordance with the provisions hereof. It is specifically agreed that in the event the subleased premises are not completed and ready for occupancy by the State on or before April 1, 2010, then and in that event the State may, at its option and in addition to any other remedies it may have, terminate this sublease and be relieved of any further obligations hereunder, providing that a fair and reasonable allowance for the following delays shall be added to said time for completion:

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

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

**Conformity to  
Exhibits**

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

**Asbestos**

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

**Parking**

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

**Services, Utilities,  
and Supplies**

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



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

**Daily:**

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

As needed, but not less frequently than:

**Twice Weekly:** Vacuum all carpets.

**Weekly:**

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

**Quarterly:**

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

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

**Annually:**

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

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

Repair and  
Maintenance

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

- (1) Generally maintaining the subleased premises in good, vermin free, operating condition and appearance.
  - (2) Furnishing prompt, good quality repair of the building, equipment, and appurtenances.
  - (3) Furnishing preventative maintenance, including, but not limited to, manufacturers recommended servicing of equipment such as elevator (if any), heating, ventilating and air conditioning equipment, and fixtures.
  - (4) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast, starters, and filters for the heating, ventilating and air conditioning equipment as required.
  - (5) Furnishing remedial painting as necessary to maintain the premises in a neat, clean and orderly condition.
  - (6) Annual testing and maintenance of all fire extinguishers in or adjacent to the subleased premises.
  - (7) Repairing and replacing as necessary intrabuilding network cable and inside wire cable used for voice and data transmission.
  - (8) Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.
  - (9) Maintaining landscaped areas, including sprinklers, drainage, etc., on a weekly basis, in a growing, litter-free, weedfree, and neatly mowed and/or trimmed condition.
  - (10) Repairing and replacing floor covering as necessary. Sublessor, at Sublessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repairing or replacement of floor covering.
  - (11) Keeping all walkways, parking lots, entrances, and auxiliary areas free of snow, water, oil spills, debris, or other materials which may be hazardous to users of the building.
- B. Sublessor shall provide prompt repair or correction for any damage except damage arising from a willful or negligent act of the State's agents, employees or invitees.
- C. Except in emergency situations, the Sublessor shall give not less than 24 hour prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.
- D. In case Sublessor, after notice in writing from the State requiring the Sublessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply with such notice, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may terminate this sublease without further obligation or at its option, perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may withhold rent due and deduct the amount thereof, including necessary costs incurred by the State required for the administration of such maintenance and repairs, from the rent that may then be or thereafter become due hereunder.
- E. Sublessor understands and agrees that State shall not assume any of Sublessor's obligations under the Master Lease.

Painting

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

Change Orders  
and Alterations

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

In the event alterations, fixtures, additions, structures, or signs in or upon the subleased premises are desired by State and State elects not to perform the work, any such work, when authorized in writing by the State shall be performed at Sublessor in accordance with plans and specifications provided by State. Sublessor agrees to obtain competitive bids from at least three licensed contractors and to contract with the lowest bidder. Sublessor further agrees that the overhead and profit for the work shall not exceed fifteen percent (15%) total for Sublessor and any general contractor combined. Within forty-five (45) days after receiving Sublessor's notice of completion of the requested work and an invoice requesting payment therefor, together with a complete detailed accounting of all costs for each trade, State agrees to either reimburse Sublessor by a single total payment for the cost of such work; or, with Sublessor's prior written approval, State will amortize the cost of the requested work over the remaining term of this sublease by increasing the monthly rent by an amount to include principal and interest on the unpaid balance. The interest rate may not exceed the prime rate (the base rate on corporate loans posted by at least seventy five percent (75%) of the nation's 30 largest banks) plus 2 percent (2%) as of the date of the State's written authorization to proceed.

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

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

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

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

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

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

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

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

It is understood and agreed that the State or its agent has the right to enter its destroyed or partially destroyed subleased facilities no matter what the condition. At the State's request, the Sublessor shall immediately identify an

appropriate route through the building to access the State subleased space. If the Sublessor cannot identify an appropriate access route, it is agreed that the State may use any and all means of access at its discretion in order to enter its subleased space.

**Subrogation  
Waived**

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

**Prevailing Wage  
Provision**

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

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

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

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

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

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

**Fair Employment  
Practices**

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

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

**DVBE  
Participation**

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

**Service  
Companies**

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

**Service Credit**

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



**Holding Over**

27. In the event the State remains in possession of the premises after the expiration of the sublease term, or any extension or renewal thereof, this sublease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable. If the last rental amount shown in Paragraph 4 included the amortization of a capital sum expended by Sublessor for certain alterations and improvements, as described in a separate paragraph herein, and the capital sum has been fully amortized, the holdover rent shall be reduced by the amount of the monthly amortization. If the State fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

**Surrender of Possession**

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

**Time of Essence, Binding upon Successors**

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

**No Oral Agreements**

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

**Lump Sum Payments**

31. Notwithstanding the provisions of Paragraph 4 of this sublease, the State hereby agrees to pay Sublessor the sum of FIVE THOUSAND TWO HUNDRED SIXTY-ONE AND 00/100 DOLLARS (\$5,261.00) for alterations and improvements to the exterior signage of the herein subleased premises in accordance with the attached Exhibits "A" and "B" and "C" identified in Paragraph 6 of this sublease. Payment will be made by the State after (a) completion by Sublessor of the alterations and improvements in accordance with said Exhibits "A" and "B" and "C," (b) inspection and approval by a representative of the Department of General Services, and (c) submission by the Sublessor of an invoice in triplicate for such alterations to the address specified in Paragraph 5 of this sublease.

**Indemnification**

32. The State agrees to indemnify and hold harmless the Sublessor to the extent authorized by Government Code Section 14662.5 and agrees to repair or pay for any damage proximately caused by reason of the State's use of said premises during the term of this sublease, except to the extent that any such damages or expenses suffered by Sublessor are the result of Sublessor's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Sublessor and/or where the State is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the State's constitutional and statutory public responsibilities.

Sublessor agrees to indemnify and hold harmless the State in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which State may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Sublessor, its employees, or any person or persons acting under the direct control and authority of the Sublessor or its employees, in connection with the State's occupancy of said premises under and during the term of this sublease except to the extent that any such damages or expenses suffered by State are the result of State's sole negligence.

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

STATE OF CALIFORNIA  
Approval Recommended

SUBLESSOR

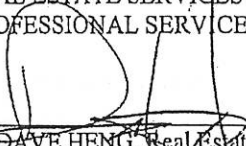


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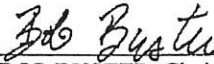
DEPARTMENT OF GENERAL SERVICES  
REAL ESTATE SERVICES DIVISION  
PROFESSIONAL SERVICES BRANCH

COUNTY OF RIVERSIDE

By

  
DAVE HENG, Real Estate Officer  
Real Estate Leasing and Planning Section

By

  
BOB BUSTER, Chairman  
Board of Supervisors

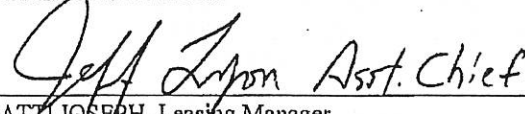
Approved

ATTEST:


DIRECTOR OF THE DEPARTMENT  
OF GENERAL SERVICES

KECIA HARPER-IHEM  
Clerk to the Board

By

  
PATRICK JOSEPH, Leasing Manager  
Real Estate Leasing and Planning Section

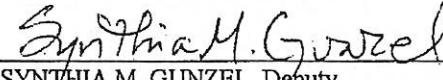
By

  
Deputy

APPROVED AS TO FORM:

PAMELA J. WALLS, County Counsel

By

  
SYNTHIA M. GUNZEL, Deputy