

EXHIBIT B

LEGAL DESCRIPTIONS AND PLAT MAPS

[To be attached upon completion]

Exhibit B-1 French Valley Legal Description and Plat Map

Exhibit B-2 Menifee Legal Description and Plat Map

Exhibit B-3 Desert Hot Springs Legal Description and Plat Map

Exhibit B-1 French Valley Legal Description and Plat Map

[To be attached upon completion]

Exhibit B-2 Menifee Legal Description and Plat Map

[To be attached upon completion]

Exhibit B-3 Desert Hot Springs Legal Description and Plat Map

[To be attached upon completion]

EXHIBIT C

RENT SCHEDULE

[To be completed before signing]

| Payment No. | Date | PORTION OF BASE RENT ATTRIBUTABLE TO: | | | | | | | | | TOTAL BASE RENT |
|-------------|----------|---------------------------------------|----------|--------------------|-----------------|----------|--------------------|----------------------------|----------|--------------------|-----------------|
| | | French Valley Library | | | Menifee Library | | | Desert Hot Springs Library | | | |
| | | Principal | Interest | Operating Expenses | Principal | Interest | Operating Expenses | Principal | Interest | Operating Expenses | |
| 1. | 1-Mar-22 | | | | | | | | | | |
| 2. | 1-Sep-22 | | | | | | | | | | |
| 3. | 1-Mar-23 | | | | | | | | | | |
| 4. | 1-Sep-23 | | | | | | | | | | |
| 5. | 1-Mar-24 | | | | | | | | | | |
| 6. | 1-Sep-24 | | | | | | | | | | |
| 7. | 1-Mar-25 | | | | | | | | | | |
| 8. | 1-Sep-25 | | | | | | | | | | |
| 9. | 1-Mar-26 | | | | | | | | | | |
| 10. | 1-Sep-26 | | | | | | | | | | |
| 11. | 1-Mar-27 | | | | | | | | | | |
| 12. | 1-Sep-27 | | | | | | | | | | |
| 13. | 1-Mar-28 | | | | | | | | | | |
| 14. | 1-Sep-28 | | | | | | | | | | |
| 15. | 1-Mar-29 | | | | | | | | | | |
| 16. | 1-Sep-29 | | | | | | | | | | |
| 17. | 1-Mar-30 | | | | | | | | | | |
| 18. | 1-Sep-30 | | | | | | | | | | |
| 19. | 1-Mar-31 | | | | | | | | | | |
| 20. | 1-Sep-31 | | | | | | | | | | |
| 21. | 1-Mar-32 | | | | | | | | | | |
| 22. | 1-Sep-32 | | | | | | | | | | |
| 23. | 1-Mar-33 | | | | | | | | | | |
| 24. | 1-Sep-33 | | | | | | | | | | |
| 25. | 1-Mar-34 | | | | | | | | | | |
| 26. | 1-Sep-34 | | | | | | | | | | |
| 27. | 1-Mar-35 | | | | | | | | | | |
| 28. | 1-Sep-35 | | | | | | | | | | |
| 29. | 1-Mar-36 | | | | | | | | | | |
| 30. | 1-Sep-36 | | | | | | | | | | |
| 31. | 1-Mar-37 | | | | | | | | | | |

| | | | | | | | | | | | |
|--------|----------|--|--|--|--|--|--|--|--|--|--|
| 32. | 1-Sep-37 | | | | | | | | | | |
| 33. | 1-Mar-38 | | | | | | | | | | |
| 34. | 1-Sep-38 | | | | | | | | | | |
| 35. | 1-Mar-39 | | | | | | | | | | |
| 36. | 1-Sep-39 | | | | | | | | | | |
| 37. | 1-Mar-40 | | | | | | | | | | |
| 38. | 1-Sep-40 | | | | | | | | | | |
| 39. | 1-Mar-41 | | | | | | | | | | |
| 40. | 1-Sep-41 | | | | | | | | | | |
| 41. | 1-Mar-42 | | | | | | | | | | |
| 42. | 1-Sep-42 | | | | | | | | | | |
| 43. | 1-Mar-43 | | | | | | | | | | |
| 44. | 1-Sep-43 | | | | | | | | | | |
| 45. | 1-Mar-44 | | | | | | | | | | |
| 46. | 1-Sep-44 | | | | | | | | | | |
| 47. | 1-Mar-45 | | | | | | | | | | |
| 48. | 1-Sep-45 | | | | | | | | | | |
| 49. | 1-Mar-46 | | | | | | | | | | |
| 50. | 1-Sep-46 | | | | | | | | | | |
| 51. | 1-Mar-47 | | | | | | | | | | |
| 52. | 1-Sep-47 | | | | | | | | | | |
| 53. | 1-Mar-48 | | | | | | | | | | |
| 54. | 1-Sep-48 | | | | | | | | | | |
| 55. | 1-Mar-49 | | | | | | | | | | |
| 56. | 1-Sep-49 | | | | | | | | | | |
| 57. | 1-Mar-50 | | | | | | | | | | |
| 58. | 1-Sep-50 | | | | | | | | | | |
| 59. | 1-Mar-51 | | | | | | | | | | |
| 60. | 1-Sep-51 | | | | | | | | | | |
| TOTALS | | | | | | | | | | | |

EXHIBIT C-1

CONFIRMATION OF RENT COMMENCEMENT DATE

This Confirmation of Rent Commencement Date is made by and between CFP RIVERSIDE, LLC, as Landlord, and COUNTY OF RIVERSIDE, as Tenant, who agree as follows:

1. Landlord and Tenant entered into a Facilities Lease Agreement dated August ____, 2019 (“**Facilities Lease**”), in which Landlord leased to Tenant and Tenant leased from Landlord the Premises (as defined in the Facilities Lease) in French Valley, the City of Menifee and the City of Desert Hot Springs, all in Riverside County, California.

2. Landlord and Tenant agree to confirm the Rent Commencement Date and Lease Expiration Date as follows:

(a) _____, 20__, is the Rent Commencement Date; and

(b) _____, 20__, is the Lease Expiration Date.

3. Tenant hereby confirms that the Facilities Lease is in full force and effect.

4. Tenant has accepted possession of the Premises as provided in the Facilities Lease.

Executed upon the dates indicated below.

TENANT:

LESSOR:

COUNTY OF RIVERSIDE

CFP RIVERSIDE, LLC

By: _____
Chairman
Board of Supervisors

A Minnesota non-profit limited liability company

By: _____

Date: _____

Name: _____

Title: _____

ATTEST:

Date: _____

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

EXHIBIT C-2

BUDGETED OPERATING EXPENSES

| Operating Expense | Cost at Base Year | Notes |
|--|--------------------------|---|
| Daily Cleaning Service, Supplies, Window Cleaning | \$ 164,288 | (Executive Services 04/22/19 Quote - Janitorial & Supplies, Windows 1x /yr.) |
| HVAC Preventative Maintenance | \$ 18,860 | (ES 04/19/19 Quote- Vision Mechanical 04/16/19 Quote-\$20,340) |
| HVAC Repairs | \$ 13,843 | (Estimate Only) |
| Fire/Life/Safety/Security Intrusion (Monitoring & Inspections) | \$ 13,534 | (Bay Alarm 04/26/19 Quote - Fire monitoring, Fire Inspection, Access, CCTV, Intrusion monitoring) |
| Fire Sprinkler Repairs | \$ 2,132 | (**Daert Engineering "DE" 05/03/19 Quote) |
| Parking Lot Sweeping | \$ 4,635 | (**Morning Star Sweeping Services "MS" 04/26/19 Quote) |
| Other Building R&M | \$ 7,818 | (Estimate Only) |
| Lights - Interior & Exterior Preventative Maintenance | \$ 4,808 | (CLE 04/29/19 Quote) |
| Plumbing Preventative Maintenance | \$ 10,430 | (Control Air Plumbing 05/02/19 Quote) |
| Entry Doors Preventative Maintenance | \$ 7,899 | (Vortex 05/02/19 Quote SQ407354, SQ407353 & SQ407000) |
| Miscellaneous | \$ 7,753 | (Estimate Only) |
| Landscape Maintenance | \$ 21,879 | (New Wave Landscaping Quote - Monthly contract plus misc repairs & supplies) |
| Routine Trash Removal | \$ 16,369 | (Estimate Only) |
| Pest Control | \$ 4,431 | (***Akela 04/26/19 Quote - 6x per year) |
| Admin Expense - Postage | \$ 323 | (Estimate Only) |
| Property Management Fees | \$ 112,320 | (4% of Rent Income) |
| Insurance - Property & General Liability | \$ - | (County is self-insured) |
| Insurance - CFP General Liability | \$ 16,274 | (Wigmore Insurance 05/02/19 Quote) |
| Insurance - Business Interruption | \$ 25,750 | (Wigmore Insurance 05/02/19 Quote) |
| Annual Related Fees (Bond - Borrower, Other) | \$ 28,110 | |
| Trustee & Issuer Fees | \$ 7,800 | |
| Total Operating Expense | \$ 909,554 | |

NOTE: Operating Expense Budget does not include Capital Expenditures.

***DE:** Quarterly Inspections, five-year certification and three fire hydrants per property
****MS:** No. 2823 DHS-\$295 per sweep, No. 2824 FV-\$385 per sweep, No. 2825 Menfee-\$345 per sweep
*****Akela:** 1x Set-up fee per property -\$449.00 each
 DHS \$199/mo., \$239 bi-monthly, \$289/otr.
 FV \$219/mo., \$2349 bi-monthly, \$319/otr.
 Menfee \$199/mo., \$229 bi-monthly, \$239/otr.
 \$7,404 12x per yr, \$4,302 6x per yr, or \$3,468

[DRN- Needs updated County Risk Manager quote for Property/Casualty Insurance, and revised budget from Omni West.]

EXHIBIT C-3

EARLY PREPAYMENT PREMIUMS AND APPLICABLE PERCENTAGES

Hypothetical call options and estimated redemption prices necessary to not impact interest rates based on County of Riverside "BBB+" rated Lease Revenue Bond.

| Callable Maturities | Call | Optional Redemption | Total Maturities Subject to Optional Redemption Provision | TIC % | TIC % Change from 10YR Call | GROSS | | PRESENT VALUE | | Redemption Price | |
|---------------------|-------|---------------------|---|--------|-----------------------------|---------------------------------|---|---------------------------------------|---|---|------------------------|
| | | | | | | Hypothetical Total Debt Service | Difference in Debt Service Compared to 2029 Call Date | PV of Hypothetical Total Debt Service | Difference in PV of Debt Service Compared to 2029 Call Date | Break-even Redemption Price Provision Based on PV of DS | Redemption Price in \$ |
| 2033-2051 | 10 YR | 4/1/29 | \$38,960,000 | 4.264% | - | \$88,866,500 | - | \$80,332,227 | - | 100% | \$38,960,000 |
| 2029-2051 | 9 YR | 4/1/28 | \$39,835,000 | 4.321% | 0.056% | \$89,898,000 | \$1,148,500 | \$79,860,751 | \$828,024 | 101% | \$40,733,350 |
| 2028-2051 | 8 YR | 4/1/27 | \$40,420,000 | 4.376% | 0.111% | \$91,773,000 | \$1,926,500 | \$79,590,722 | \$1,297,999 | 101% | \$41,684,100 |
| 2027-2051 | 7 YR | 4/1/26 | \$41,150,000 | 4.420% | 0.166% | \$93,742,250 | \$2,895,750 | \$79,411,162 | \$2,078,266 | 102% | \$42,707,500 |
| 2026-2051 | 6 YR | 4/1/25 | \$41,855,000 | 4.464% | 0.220% | \$95,863,750 | \$3,918,750 | \$79,320,582 | \$2,988,454 | 102% | \$43,784,850 |

*PV Rate based on the Bond Arbitrage Yield

The "Applicable Percentage" of each Library (see Section 6.2) is:

| <u>Library</u> | <u>Applicable Percentage</u> |
|--------------------|------------------------------|
| French Valley | 42% |
| Menifee | 33% |
| Desert Hot Springs | 25% |
| | 100% |

EXHIBIT C-4

FORM OF NOTICE OF ELECTION

OF PURCHASE OPTION OR PARTIAL PURCHASE OPTION

To: Landlord

You are hereby notified that COUNTY OF RIVERSIDE (“**Tenant**”) has elected to exercise on _____, 20__ [date of payment] its option to purchase:

Check and complete one of the following:

_____ **Purchase Option (all Libraries)**. All of the Library Improvements and leasehold interests (“**Premises**”) currently leased by Tenant pursuant to the Facilities Lease Agreement (“**Facilities Lease**”) by and between Tenant and Landlord dated _____, 2019. This purchase option is being exercised pursuant to Section 6.1 of the Facilities Lease. Tenant is now, and on the date set forth above for payment will be, in full compliance with all terms and conditions of the Facilities Lease. The purchase price of the Premises shall be determined as provided in Facilities Lease Section 6.1. Tenant confirms that it will deliver the required funds no later than the time and date specified in Facilities Lease Section 6.3.

_____ **Partial Purchase Option (Fewer Than All Libraries)**. The Library Improvements and leasehold interests for the _____ Library [continue or cross-out as applicable] and _____ Library (together, “**Purchased Premises**”) currently leased by Tenant pursuant to the Facilities Lease Agreement (“**Facilities Lease**”) by and between Tenant and Landlord dated _____, 2019. This partial purchase option is being exercised pursuant to Section 6.2 of the Facilities Lease. Tenant is now, and on the date set forth above for payment will be, in full compliance with all terms and conditions of the Facilities Lease. The purchase price of the Purchased Premises shall be determined as provided in Facilities Lease Section 6.2. Tenant confirms that it will deliver the required funds no later than the time and date specified in Facilities Lease Section 6.3.

TENANT:

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Chairman
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board

By: _____

Deputy

APPROVED AS TO FORM: County Counsel

By: _____
Deputy County Counsel

EXHIBIT C-5
FORM OF NOTICE OF ELECTION
TO
PARTIALLY PREPAY BASE RENT

To: Landlord

You are hereby notified that COUNTY OF RIVERSIDE (“**Tenant**”) has elected to exercise its option to prepay a portion of the Base Rent due under that certain Facilities Lease Agreement (“**Facilities Lease**”) by and between Tenant and Landlord dated _____, 2019. In accordance with Facilities Lease Section 6.4:

1. the date of prepayment shall be _____, 20__.
2. The principal components of Base Rent to be prepaid on such date are _____, representing the maturities (or portions thereof) identified on the Schedule of Schedule of Principal Components of Base Rent to Be Prepaid and Bonds to Be Redeemed set forth below:
3. Tenant confirms that it will deliver the required funds no later than the time and date specified in Facilities Lease Section 6.5.

TENANT:

COUNTY OF RIVERSIDE,

a political subdivision of the State
of California

By: _____
Chairman
Board of Supervisors

Date: _____

ATTEST:
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
County Counsel

By: _____
Deputy County Counsel

**Schedule of Principal Components of Base Rent
to Be Prepaid and Bonds to Be Redeemed**

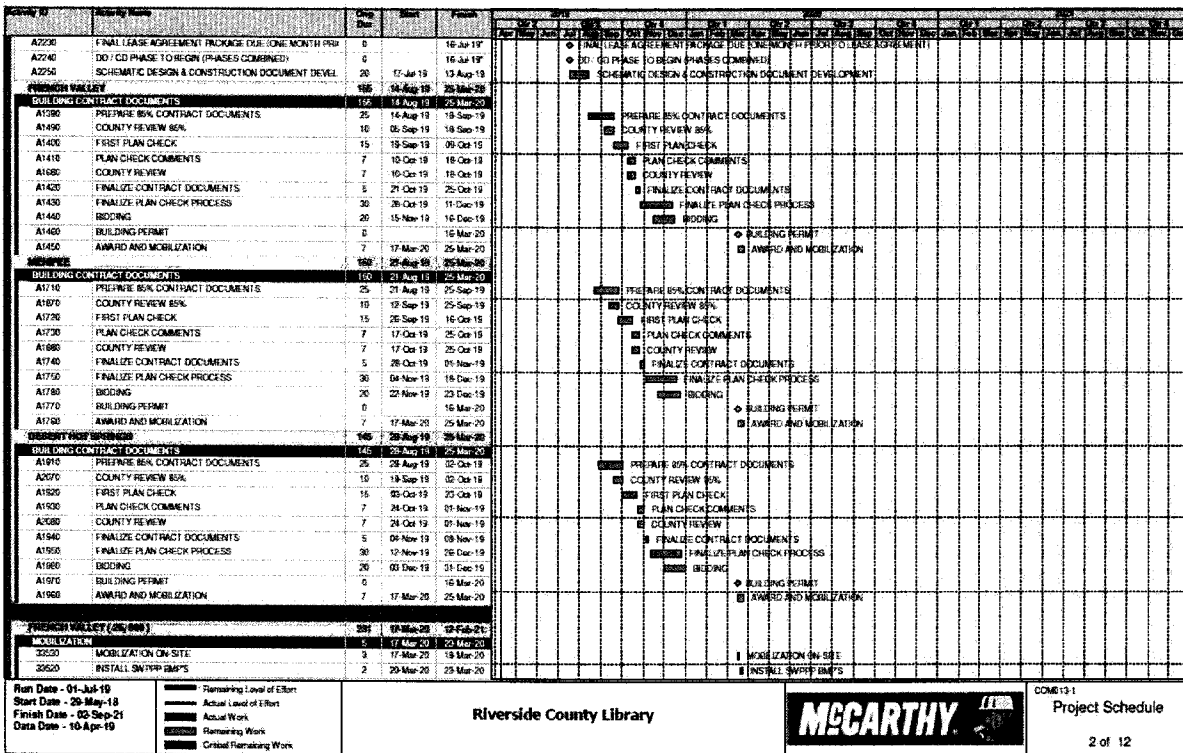
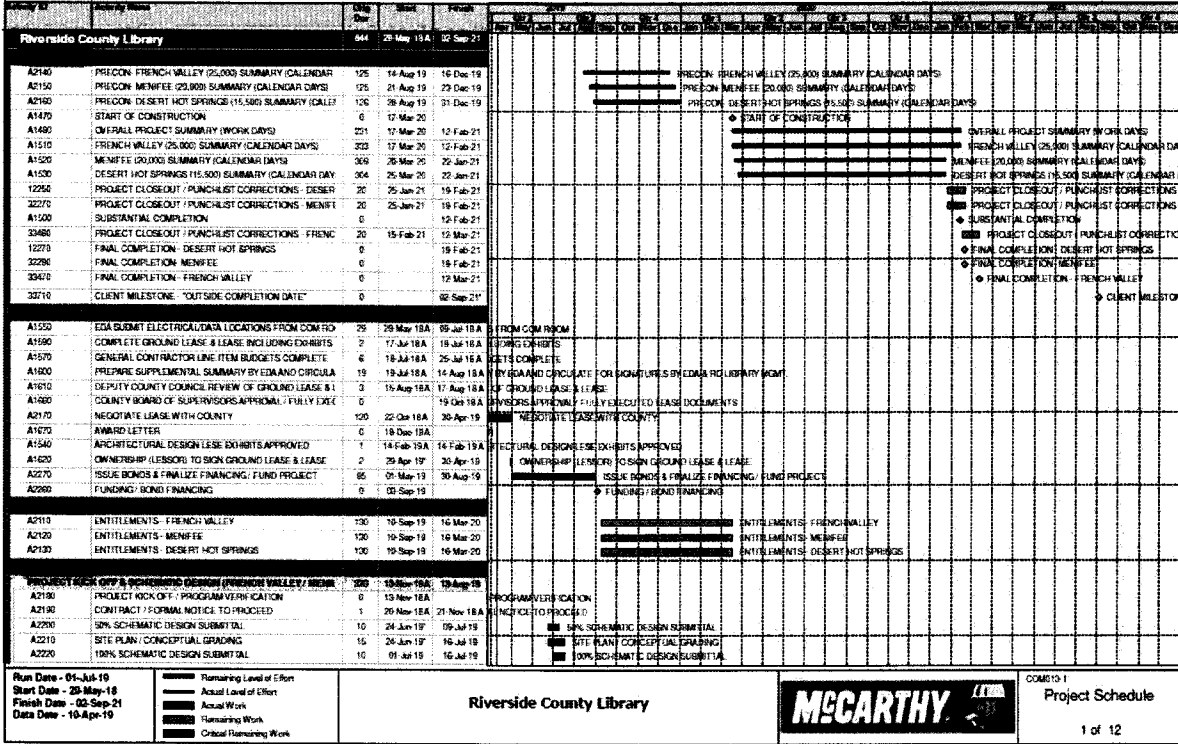
| Date Principal Component (of Base Rent) Due | Amount of Principal Component to be Prepaid* |
|--|---|
|--|---|

*Principal may be prepaid only in increments of \$5,000.00.

EXHIBIT D

PROJECT SCHEDULE

[attached]



| Activity ID | Activity Name | Orig. Dur. | Start | Finish | Actual Dur. | Actual Start | Actual Finish | Activity Status |
|-------------|--|------------|-----------|-----------|-------------|--------------|---------------|-----------------|
| 22540 | TEMPORARY FACILITIES | 2 | 25-Mar-20 | 23-Mar-20 | | | | |
| 22550 | OVERHEAD RECONTRACT / ROUGH / FINISH GRADE | 11 | 24-Mar-20 | 17-Apr-20 | | | | |
| 22560 | POUR CERTIFICATION | 1 | 21-Apr-20 | 22-Apr-20 | | | | |
| 22570 | UNDERGROUND UTILITIES | 5 | 07-Apr-20 | 13-Apr-20 | | | | |
| 22580 | EXCAVATE FOOTINGS & GRADE BEAMS | 10 | 15-Apr-20 | 24-Apr-20 | | | | |
| 22590 | FORM / REBAR / EMBEDS - FOOTINGS | 10 | 20-Apr-20 | 31-May-20 | | | | |
| 22600 | POUR FOOTINGS | 2 | 04-Mar-20 | 05-May-20 | | | | |
| 22610 | U-SLAB UTILITIES | 5 | 06-Mar-20 | 12-May-20 | | | | |
| 22620 | FINE GRADE SLAB ON GRADE | 7 | 13-May-20 | 14-May-20 | | | | |
| 22630 | BLOCKOUTS FOR COLUMNS | 2 | 15-May-20 | 18-May-20 | | | | |
| 22640 | FORM / REBAR / EMBEDS - SLAB ON GRADE | 5 | 15-May-20 | 21-May-20 | | | | |
| 22650 | POUR - SLAB ON GRADE | 2 | 22-May-20 | 20-May-20 | | | | |
| 22660 | CURE / STRIP SLAB | 2 | 22-May-20 | 27-May-20 | | | | |
| 22670 | TRIP BUILDING CURBS/SPADS - LEVEL 1 | 5 | 20-May-20 | 03-Jun-20 | | | | |
| 22680 | ERECT & WELD STEEL | 7 | 26-Mar-20 | 05-Jun-20 | | | | |
| 22690 | ERECT STRUCT STEEL TRUSSES | 7 | 08-Jun-20 | 16-Jun-20 | | | | |
| 22700 | EXTERIOR FRAMING | 20 | 17-Jun-20 | 15-Jul-20 | | | | |
| 22710 | DECKING - ROOF | 5 | 18-Jul-20 | 22-Jul-20 | | | | |
| 22720 | FRAME BRACKET WALLS | 5 | 25-Jul-20 | 29-Jul-20 | | | | |
| 22730 | FRAMING SHEATHING | 4 | 30-Jul-20 | 04-Aug-20 | | | | |
| 22740 | ROUGH CARPENTRY | 3 | 05-Aug-20 | 07-Aug-20 | | | | |
| 22750 | ROOFING INSULATION | 10 | 10-Aug-20 | 21-Aug-20 | | | | |
| 22760 | ROOFING MEMBRANE | 15 | 24-Aug-20 | 14-Sep-20 | | | | |
| 22770 | FLASHINGS / COUNTERFLASHINGS | 10 | 31-Aug-20 | 14-Sep-20 | | | | |
| 22780 | SCUPPER & DOWNSPOUTS | 10 | 15-Sep-20 | 28-Sep-20 | | | | |
| 22790 | INSTALL ROOF WALKPADS | 1 | 29-Sep-20 | 29-Sep-20 | | | | |
| 22800 | EXTERIOR DOORS | 10 | 23-Jul-20 | 05-Aug-20 | | | | |
| 22810 | INSTALL STORE FRONT | 20 | 05-Aug-20 | 02-Sep-20 | | | | |
| 22820 | INSTALL WINDOWS | 10 | 05-Aug-20 | 19-Aug-20 | | | | |
| 22830 | BUILDING DRY-IN | 0 | | 28-Sep-20 | | | | |
| 22840 | INTERIOR BUILD OUT | 84 | 23-Jul-20 | 19-Nov-20 | | | | |
| 22850 | FLOOR SURVEY & LAYOUT | 3 | 23-Jul-20 | 27-Jul-20 | | | | |
| 22860 | PRODUCTION WALL FRAMING | 7 | 28-Jul-20 | 05-Aug-20 | | | | |
| 22870 | HOLLOW METAL FRAMES | 3 | 29-Jul-20 | 27-Jul-20 | | | | |

Run Date - 01-Jul-19
Start Date - 26-May-18
Finish Date - 02-Sep-21
Data Date - 10-Apr-19

- Remaining Level of Effort
- Actual Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work

Riverside County Library



COM13.1
Project Schedule
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| Activity ID | Activity Name | Orig. Dur. | Start | Finish | Actual Dur. | Actual Start | Actual Finish | Activity Status |
|-------------|--|------------|-----------|-----------|-------------|--------------|---------------|-----------------|
| 22100 | TOP DOWN DRYWALL INTERFERENCE WALLS | 4 | 06-Aug-20 | 11-Aug-20 | | | | |
| 22880 | SEISMIC HANGERS | 5 | 12-Aug-20 | 18-Aug-20 | | | | |
| 22110 | IW PLUMBING (INCL INSULATION) | 5 | 12-Aug-20 | 18-Aug-20 | | | | |
| 22110 | IW ELECTRICAL / FIRE ALARM / LOW VOLTAGE | 5 | 12-Aug-20 | 18-Aug-20 | | | | |
| 22110 | OH (DRAIN / WASTE) / VENT PIPING | 7 | 17-Aug-20 | 25-Aug-20 | | | | |
| 22150 | OH SPRINKLER PIPING | 7 | 17-Aug-20 | 25-Aug-20 | | | | |
| 22200 | BLOCKING & BACKING | 17 | 18-Aug-20 | 25-Aug-20 | | | | |
| 22210 | OH CONDUNIT | 7 | 18-Aug-20 | 27-Aug-20 | | | | |
| 22130 | OH DOMESTIC WATER PIPING | 7 | 24-Aug-20 | 01-Sep-20 | | | | |
| 22145 | HVAC DUCTWORK & BRAN | 7 | 24-Aug-20 | 01-Sep-20 | | | | |
| 22014 | TRIM SPRINKLER HEADS | 5 | 20-Aug-20 | 01-Sep-20 | | | | |
| 22320 | IW GD / INSPECTION | 2 | 25-Aug-20 | 27-Aug-20 | | | | |
| 22970 | INSULATE WALLS | 3 | 25-Aug-20 | 01-Sep-20 | | | | |
| 22220 | PULL ELECTRICAL / FIRE ALARM WIRE | 7 | 20-Aug-20 | 08-Sep-20 | | | | |
| 22120 | HVAC PIPING MAINS & BRANCHES | 7 | 21-Aug-20 | 08-Sep-20 | | | | |
| 22180 | HVAC DUCT & PIPING INSULATION | 7 | 08-Sep-20 | 18-Sep-20 | | | | |
| 22990 | SET / TRIM LIGHT FIXTURES | 5 | 09-Sep-20 | 15-Sep-20 | | | | |
| 22950 | FIRE SAFE PENETRATIONS | 5 | 17-Sep-20 | 23-Sep-20 | | | | |
| 22980 | HVAC PRODUCTION DRYWALL | 10 | 17-Sep-20 | 30-Sep-20 | | | | |
| 22986 | PRIME & 1ST COAT PAINT | 5 | 01-Oct-20 | 07-Oct-20 | | | | |
| 22000 | FIRE ALARM TRIM | 5 | 08-Oct-20 | 14-Oct-20 | | | | |
| 22020 | HVAC GRILLES & DIFFUSERS | 5 | 08-Oct-20 | 14-Oct-20 | | | | |
| 22030 | ELECTRICAL DEVICES & TRIM | 5 | 08-Oct-20 | 14-Oct-20 | | | | |
| 22040 | DOORS & HARDWARE | 3 | 08-Oct-20 | 13-Oct-20 | | | | |
| 22040 | FLOORING | 10 | 15-Oct-20 | 26-Oct-20 | | | | |
| 22060 | FINAL PAINT | 5 | 29-Oct-20 | 04-Nov-20 | | | | |
| 22070 | FINAL CLEAN | 5 | 05-Nov-20 | 12-Nov-20 | | | | |
| 22900 | FRAME INTERIOR WALLS | 5 | 06-Aug-20 | 12-Aug-20 | | | | |
| 22770 | FRAME HARD LID CEILINGS | 5 | 13-Aug-20 | 19-Aug-20 | | | | |
| 22850 | ABOVE HARD LID ELECTRICAL / LOW VOLTAGE | 8 | 17-Aug-20 | 26-Aug-20 | | | | |
| 22860 | ABOVE HARD LID ELECTRICAL | 8 | 17-Aug-20 | 26-Aug-20 | | | | |
| 22800 | ABOVE HARD LID FIRE SPRINKLER DROPS | 5 | 24-Aug-20 | 29-Aug-20 | | | | |
| 22940 | ABOVE HARD LID MECHANICAL / DIFFUSERS | 5 | 24-Aug-20 | 29-Aug-20 | | | | |
| 22790 | FIRE SMOKE BULKHEADS ABOVE HD LID/6 | 3 | 20-Aug-20 | 28-Aug-20 | | | | |
| 22800 | ABOVE HARD LID INSPECTIONS | 2 | 21-Aug-20 | 01-Sep-20 | | | | |
| 22810 | HANG DRYWALL CEILING/SOFFITS | 7 | 02-Sep-20 | 11-Sep-20 | | | | |
| 22780 | ACCESS PANELS / DOORS | 3 | 09-Sep-20 | 11-Sep-20 | | | | |
| 22820 | DRYWALL TAPING/AT CEILING & SOFFITS | 10 | 14-Sep-20 | 25-Sep-20 | | | | |
| 22800 | PRIME & 1ST COAT PAINT AT RESTROOMS | 5 | 29-Sep-20 | 02-Oct-20 | | | | |
| 22880 | PRE-SLOPE / MORTAR BED AT RESTROOMS | 7 | 01-Oct-20 | 06-Oct-20 | | | | |
| 22990 | CERAMIC TILE AT RESTROOMS | 12 | 12-Oct-20 | 27-Oct-20 | | | | |
| 22820 | COUNTERTOPS AT RESTROOMS | 2 | 29-Oct-20 | 29-Oct-20 | | | | |

Run Date - 01-Jul-19
Start Date - 26-May-18
Finish Date - 02-Sep-21
Data Date - 10-Apr-19

- Remaining Level of Effort
- Actual Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work

Riverside County Library



COM13.1
Project Schedule
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| Activity ID | Activity Name | Orig | Start | Finish | Actual Start | Actual Finish | Remaining Level of Effort | Actual Level of Effort | Actual Work | Remaining Work | Critical Remaining Work |
|-------------|--|------|-----------|-----------|--------------|---------------|---------------------------|------------------------|-------------|----------------|-------------------------|
| 32910 | INSTALL PLUMBING FIXTURES | 5 | 30 Oct 20 | 05 Nov 20 | | | | | | | |
| 32970 | TOILET PARTITIONS & ACCESSORIES | 3 | 06 Nov 20 | 10 Nov 20 | | | | | | | |
| 32786 | ROUGH IN HVAC - ELECTRICAL RM | 5 | 13 Aug 20 | 19 Aug 20 | | | | | | | |
| 32758 | ROUGH IN OVERHEAD ELECTRICAL/PRE-ALARM - ELECTRICAL RM | 5 | 18 Aug 20 | 24 Aug 20 | | | | | | | |
| 32838 | FRAME WALLS - ELECTRICAL RM | 3 | 25 Aug 20 | 27 Aug 20 | | | | | | | |
| 32846 | INSTALL DOOR FRAME - ELECTRICAL RM | 1 | 27 Aug 20 | 27 Aug 20 | | | | | | | |
| 32926 | IN-WALL ELECTRICAL/FIRE ALARM ROUGH IN - ELECTRICAL RM | 2 | 29 Aug 20 | 31 Aug 20 | | | | | | | |
| 32000 | IN-WALL INSPECTION - ELECTRICAL RM | 1 | 01 Sep 20 | 01 Sep 20 | | | | | | | |
| 32616 | FORM EQUIPMENT RACKS - ELECTRICAL RM | 2 | 02 Sep 20 | 03 Sep 20 | | | | | | | |
| 32618 | REINFORCEMENT EQUIPMENT RACKS - ELECTRICAL RM | 1 | 04 Sep 20 | 04 Sep 20 | | | | | | | |
| 32620 | POUR EQUIPMENT RACKS - ELECTRICAL RM | 1 | 05 Sep 20 | 05 Sep 20 | | | | | | | |
| 32640 | STRIP EQUIPMENT RACKS - ELECTRICAL RM | 1 | 08 Sep 20 | 08 Sep 20 | | | | | | | |
| 32656 | ONE SIDE DRYWALL - ELECTRICAL RM | 2 | 10 Sep 20 | 11 Sep 20 | | | | | | | |
| 32660 | DRYWALL TAPING - ELECTRICAL RM | 5 | 14 Sep 20 | 18 Sep 20 | | | | | | | |
| 32578 | INSTALL PLYWOOD BACKER BOARD - ELECTRICAL RM | 2 | 21 Sep 20 | 22 Sep 20 | | | | | | | |
| 32678 | FIRESTOPPING AT TOP OF WALL - ELECTRICAL RM | 2 | 21 Sep 20 | 22 Sep 20 | | | | | | | |
| 32686 | PRIME & 1ST COAT PAINT - ELECTRICAL RM | 5 | 03 Sep 20 | 10 Sep 20 | | | | | | | |
| 32690 | SET PANELS - ELECTRICAL RM | 5 | 25 Sep 20 | 29 Sep 20 | | | | | | | |
| 32698 | INSTALL CABLE TRAY - ELECTRICAL RM | 3 | 25 Sep 20 | 29 Sep 20 | | | | | | | |
| 32680 | HANG DOOR - ELECTRICAL RM | 2 | 25 Sep 20 | 29 Sep 20 | | | | | | | |
| 32700 | INSTALL DOOR HARDWARE - ELECTRICAL RM | 1 | 28 Sep 20 | 29 Sep 20 | | | | | | | |
| 32716 | SET EQUIPMENT - ELECTRICAL RM | 5 | 02 Oct 20 | 08 Oct 20 | | | | | | | |
| 32720 | INSTALL PIPING TO EQUIPMENT - ELECTRICAL RM | 5 | 09 Oct 20 | 15 Oct 20 | | | | | | | |
| 32730 | PULL WIRE - ELECTRICAL RM | 5 | 10 Oct 20 | 22 Oct 20 | | | | | | | |
| 32748 | TERMINATE WIRE - ELECTRICAL RM | 5 | 22 Oct 20 | 29 Oct 20 | | | | | | | |
| 32818 | HVAC TRIM - ELECTRICAL RM | 2 | 30 Oct 20 | 02 Nov 20 | | | | | | | |
| 32820 | ELECTRICAL/PRE-ALARM TRIM - ELECTRICAL RM | 2 | 30 Oct 20 | 02 Nov 20 | | | | | | | |
| 32840 | SEAL CONCRETE - ELECTRICAL RM | 2 | 03 Nov 20 | 04 Nov 20 | | | | | | | |
| 32850 | START UP & TESTING - ELECTRICAL RM | 10 | 06 Nov 20 | 19 Nov 20 | | | | | | | |
| 32000 | FINISH EXTERIOR WORKING GRADE | 5 | 03 Sep 20 | 10 Sep 20 | | | | | | | |
| 32080 | INSTALL IRRIGATION PIPING AND WIRING | 10 | 16 Sep 20 | 29 Sep 20 | | | | | | | |
| 32400 | SITE CURB AND GUTTER | 10 | 20 Sep 20 | 13 Oct 20 | | | | | | | |
| 32410 | AC PAVING & BASE | 10 | 14 Oct 20 | 27 Oct 20 | | | | | | | |
| 32440 | SITE CONCRETE | 12 | 14 Oct 20 | 29 Oct 20 | | | | | | | |
| 32420 | INSTALL POST & PANEL SIGNS | 2 | 26 Oct 20 | 29 Oct 20 | | | | | | | |
| 32400 | INSTALL LANDSCAPING PLANTING/TURF | 10 | 30 Oct 20 | 19 Nov 20 | | | | | | | |
| 32450 | SYSTEMS START UP & TESTING | 30 | 20 Nov 20 | 06 Jan 21 | | | | | | | |
| 32490 | FINAL INSPECTION | 12 | 07 Jan 21 | 24 Jan 21 | | | | | | | |
| 32490 | FINAL INSPECTION CORRECTIONS | 7 | 21 Jan 21 | 29 Jan 21 | | | | | | | |
| 32500 | INCLUDEMENT WEATHER ALLOWANCE WORK (DAYS) | 10 | 01 Feb 21 | 12 Feb 21 | | | | | | | |

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| Activity ID | Activity Name | Orig | Start | Finish | Actual Start | Actual Finish | Remaining Level of Effort | Actual Level of Effort | Actual Work | Remaining Work | Critical Remaining Work |
|-------------|---|------|-----------|-----------|--------------|---------------|---------------------------|------------------------|-------------|----------------|-------------------------|
| 32810 | SUBSTANTIAL COMPLETION | 0 | | 12 Feb 21 | | | | | | | |
| 32000 | MOBILIZATION ON SITE | 5 | 20 Mar 20 | 26 Mar 20 | | | | | | | |
| 32300 | INSTALL SWEEP BENCHES | 2 | 25 Mar 20 | 26 Mar 20 | | | | | | | |
| 32350 | TEMPORARY FACILITIES | 2 | 25 Mar 20 | 26 Mar 20 | | | | | | | |
| 32780 | OVERLAY/RECONTRACT / ROUGH / FINISH GRADE | 10 | 22 Mar 20 | 08 Apr 20 | | | | | | | |
| 32370 | PRD CERTIFICATION | 1 | 10 Apr 20 | 10 Apr 20 | | | | | | | |
| 32300 | UNDERGROUND UTILITIES | 5 | 10 Apr 20 | 10 Apr 20 | | | | | | | |
| 32460 | EXCAVATE FOOTINGS & GRADE BEAMS | 10 | 10 Apr 20 | 29 Apr 20 | | | | | | | |
| 32470 | FORM / REBAR / EMBEDS - FOOTINGS | 10 | 25 Apr 20 | 06 May 20 | | | | | | | |
| 32480 | POUR FOOTINGS | 0 | 07 May 20 | 06 May 20 | | | | | | | |
| 32390 | SLAB UTILITIES | 5 | 15 May 20 | 15 May 20 | | | | | | | |
| 32400 | FINISH GRADE SLAB ON GRADE | 2 | 18 May 20 | 19 May 20 | | | | | | | |
| 32410 | BLOCKOUTS FOR COLUMNS | 2 | 20 May 20 | 21 May 20 | | | | | | | |
| 32420 | FORM / REBAR / EMBEDS - SLAB ON GRADE | 5 | 22 May 20 | 29 May 20 | | | | | | | |
| 32430 | POUR SLAB ON GRADE | 2 | 01 Jun 20 | 02 Jun 20 | | | | | | | |
| 32440 | CURE / STRIP S.O.G. | 2 | 02 Jun 20 | 03 Jun 20 | | | | | | | |
| 32450 | FRPP BUILDING CURBS/PAVS - LEVEL 1 | 5 | 04 Jun 20 | 19 Jun 20 | | | | | | | |
| 32000 | ERECT & WELD STEEL | 5 | 04 Jun 20 | 10 Jun 20 | | | | | | | |
| 32070 | ERECT STRUCT STEEL TRUSSES | 5 | 11 Jun 20 | 17 Jun 20 | | | | | | | |
| 32070 | EXTERIOR FRAMING | 15 | 16 Jun 20 | 05 Jul 20 | | | | | | | |
| 32050 | DECKING / ROOF | 5 | 16 Jul 20 | 16 Jul 20 | | | | | | | |
| 32080 | FRAME PARAPET WALLS | 5 | 17 Jul 20 | 23 Jul 20 | | | | | | | |
| 32090 | FRAME SHEATHING | 4 | 24 Jul 20 | 29 Jul 20 | | | | | | | |
| 32100 | ROUGH CARPENTRY | 3 | 30 Jul 20 | 03 Aug 20 | | | | | | | |
| 32120 | ROOFING INSULATION | 10 | 04 Aug 20 | 17 Aug 20 | | | | | | | |
| 32130 | ROOFING MEMBRANE | 15 | 18 Aug 20 | 08 Sep 20 | | | | | | | |
| 32140 | FLASHINGS / COUNTERFLASHINGS | 10 | 25 Aug 20 | 08 Sep 20 | | | | | | | |
| 32150 | SCAFFOLD & DOWNSPOUTS | 10 | 09 Sep 20 | 22 Sep 20 | | | | | | | |
| 32160 | INSTALL ROOF WALKPADS | 1 | 23 Sep 20 | 23 Sep 20 | | | | | | | |
| 32170 | EXTERIOR DOORS | 10 | 17 Jul 20 | 30 Jul 20 | | | | | | | |
| 32180 | INSTALL STORE FRONT | 20 | 31 Jul 20 | 27 Aug 20 | | | | | | | |
| 32190 | INSTALL WINDOWS | 10 | 31 Jul 20 | 13 Aug 20 | | | | | | | |
| 32180 | BUILDING DRY-IN | 0 | | 22 Sep 20 | | | | | | | |

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| Activity Name | Seq | Start | Finish | Effort | Actual | Remaining | Critical |
|---------------------------|--|-------|-----------|-----------|--------|-----------|----------|
| INTERIOR BUILD OUT | | | | | | | |
| 31800 | FLOOR SURVEY & LAYOUT | 3 | 17-Jul-20 | 27-Jul-20 | | | |
| 31801 | PRODUCTION WALL FRAMING | 5 | 22-Jul-20 | 28-Jul-20 | | | |
| 31802 | HOLLOW METAL FRAMES | 3 | 23-Jul-20 | 27-Jul-20 | | | |
| 31803 | TOP DOWN DRYWALL INTERFERENCE WALLS | 4 | 29-Jul-20 | 03-Aug-20 | | | |
| 31804 | SEISMIC HANGERS | 5 | 04-Aug-20 | 10-Aug-20 | | | |
| 31805 | PW PLUMBING (INCL INSULATION) | 5 | 04-Aug-20 | 10-Aug-20 | | | |
| 31806 | PW ELECTRICAL FIRE ALARM / LOW VOLTAGE | 5 | 04-Aug-20 | 10-Aug-20 | | | |
| 31807 | OH DRAIN WASTE / VENT PIPING | 7 | 07-Aug-20 | 17-Aug-20 | | | |
| 31808 | OH SPRINKLER PIPING | 7 | 07-Aug-20 | 17-Aug-20 | | | |
| 32010 | BLOCKING & BRACING | 5 | 11-Aug-20 | 17-Aug-20 | | | |
| 32020 | OH CONDUIT | 7 | 11-Aug-20 | 19-Aug-20 | | | |
| 31840 | OH DOMESTIC WATER PIPING | 7 | 14-Aug-20 | 24-Aug-20 | | | |
| 31950 | HVAC DUCTWORK & UNITS | 7 | 14-Aug-20 | 24-Aug-20 | | | |
| 31920 | TRM SPRINKLER HEADS | 3 | 18-Aug-20 | 24-Aug-20 | | | |
| 32040 | PW GC INSPECTION | 2 | 18-Aug-20 | 19-Aug-20 | | | |
| 31700 | INSULATE WALLS | 1 | 20-Aug-20 | 24-Aug-20 | | | |
| 32030 | PULL ELECTRICAL FIRE ALARM WIRE | 7 | 20-Aug-20 | 28-Aug-20 | | | |
| 31830 | HVAC PIPING MAINS & BRANCHES | 7 | 21-Aug-20 | 31-Aug-20 | | | |
| 31870 | HVAC DUCT & PIPING INSULATION | 7 | 26-Aug-20 | 08-Sep-20 | | | |
| 31800 | SET / TRM LIGHT FIXTURES | 5 | 11-Aug-20 | 04-Sep-20 | | | |
| 31700 | FIRE SAFE PENETRATIONS | 5 | 08-Sep-20 | 15-Sep-20 | | | |
| 31770 | HET/ PRODUCTION DRYWALL | 7 | 09-Sep-20 | 17-Sep-20 | | | |
| 31790 | PRIME & 1ST COAT PAINT | 5 | 18-Sep-20 | 24-Sep-20 | | | |
| 31810 | FIRE ALARM TRM | 5 | 25-Sep-20 | 01-Oct-20 | | | |
| 31820 | HVAC GRILLES & DIFFUSERS | 5 | 25-Sep-20 | 01-Oct-20 | | | |
| 31840 | ELECTRICAL DEVICES & TRM | 5 | 25-Sep-20 | 01-Oct-20 | | | |
| 31900 | DOORS & HARDWARE | 3 | 29-Sep-20 | 29-Sep-20 | | | |
| 31920 | FLOORING | 10 | 03-Oct-20 | 15-Oct-20 | | | |
| 31870 | FINAL PAINT | 5 | 16-Oct-20 | 22-Oct-20 | | | |
| 31880 | FINAL CLEAN | 5 | 20-Oct-20 | 29-Oct-20 | | | |
| 31740 | FRAME INTERIOR WALLS | 5 | 28-Jul-20 | 04-Aug-20 | | | |
| 31560 | FRAME HARD LID CEILING | 5 | 05-Aug-20 | 11-Aug-20 | | | |
| 31600 | ABOVE HARD LID ELECTRICAL LOW VOLTAGE | 8 | 07-Aug-20 | 18-Aug-20 | | | |
| 31670 | ABOVE HARD LID ELECTRICAL | 8 | 07-Aug-20 | 18-Aug-20 | | | |
| 31680 | ABOVE HARD LID FIRE SPRINKLER DROPS | 5 | 14-Aug-20 | 20-Aug-20 | | | |
| 31650 | ABOVE HARD LID MECHANICAL DIFFUSERS | 3 | 19-Aug-20 | 29-Aug-20 | | | |
| 31610 | ABOVE HARD LID INSPECTIONS | 2 | 21-Aug-20 | 29-Aug-20 | | | |
| 31620 | HANG DRYWALL CEILING/SOFFIT'S | 7 | 25-Aug-20 | 02-Sep-20 | | | |
| 31580 | ACCESS PANELS / DOORS | 3 | 31-Aug-20 | 02-Sep-20 | | | |

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Remaining Level of Effort
 Actual Level of Effort
 Actual Work
 Remaining Work
 Critical Remaining Work

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 Project Schedule

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| Activity Name | Seq | Start | Finish | Effort | Actual | Remaining | Critical |
|-----------------|---|-------|-----------|-----------|--------|-----------|----------|
| 31730 | DRYWALL TAPING CEILING & SOFFIT'S | 10 | 02-Sep-20 | 17-Sep-20 | | | |
| 31710 | PRIME & 1ST COAT PAINT AT RESTROOMS | 5 | 18-Sep-20 | 24-Sep-20 | | | |
| 31690 | PRE-SLOPE / MORTAR BED AT RESTROOMS | 7 | 20-Sep-20 | 01-Oct-20 | | | |
| 31700 | CERAMIC TILE AT RESTROOMS | 12 | 02-Oct-20 | 19-Oct-20 | | | |
| 31730 | COUNTERTOPS AT RESTROOMS | 2 | 30-Oct-20 | 21-Nov-20 | | | |
| 31720 | INSTALL PLUMBING FIXTURES | 5 | 29-Oct-20 | 28-Nov-20 | | | |
| 31680 | TOILET PARTITIONS & ACCESSORIES | 3 | 29-Oct-20 | 02-Nov-20 | | | |
| 31570 | ROUGH IN HVAC - ELECTRICAL RM | 5 | 06-Aug-20 | 11-Aug-20 | | | |
| 31560 | ROUGH IN OVERHEAD ELECTRICAL/FIRE ALARM - ELECTRICAL RM | 6 | 10-Aug-20 | 14-Aug-20 | | | |
| 31540 | FRAME WALLS - ELECTRICAL RM | 1 | 17-Aug-20 | 19-Aug-20 | | | |
| 31570 | INSTALL DOOR FRAME - ELECTRICAL RM | 1 | 19-Aug-20 | 19-Aug-20 | | | |
| 31410 | IN-WALL ELECTRICAL/FIRE ALARM ROUGH-IN - ELECTRICAL RM | 2 | 20-Aug-20 | 21-Aug-20 | | | |
| 31410 | IN-WALL INSPECTION - ELECTRICAL RM | 1 | 24-Aug-20 | 24-Aug-20 | | | |
| 31420 | POUR EQUIPMENT PADS - ELECTRICAL RM | 2 | 25-Aug-20 | 26-Aug-20 | | | |
| 31430 | REINFORCEMENT EQUIPMENT PADS - ELECTRICAL RM | 1 | 27-Aug-20 | 27-Aug-20 | | | |
| 31440 | POUR EQUIPMENT PADS - ELECTRICAL RM | 1 | 28-Aug-20 | 28-Aug-20 | | | |
| 31450 | STRIP EQUIPMENT PADS - ELECTRICAL RM | 1 | 31-Aug-20 | 31-Aug-20 | | | |
| 31480 | ONE SIDE DRYWALL - ELECTRICAL RM | 2 | 01-Sep-20 | 02-Sep-20 | | | |
| 31470 | DRYWALL TAPING - ELECTRICAL RM | 5 | 03-Sep-20 | 10-Sep-20 | | | |
| 31380 | INSTALL PLYWOOD BRCKER BOARD - ELECTRICAL RM | 2 | 11-Sep-20 | 14-Sep-20 | | | |
| 31460 | FIRESTOPPING AT TOP OF WALL - ELECTRICAL RM | 2 | 11-Sep-20 | 14-Sep-20 | | | |
| 31490 | PRIME & 1ST COAT PAINT - ELECTRICAL RM | 2 | 16-Sep-20 | 16-Sep-20 | | | |
| 31510 | SET PANELS - ELECTRICAL RM | 5 | 17-Sep-20 | 20-Sep-20 | | | |
| 31580 | INSTALL CABLE TRAY - ELECTRICAL RM | 3 | 17-Sep-20 | 21-Sep-20 | | | |
| 31500 | HANG DOOR - ELECTRICAL RM | 1 | 21-Sep-20 | 21-Sep-20 | | | |
| 31510 | INSTALL DOOR HARDWARE - ELECTRICAL RM | 1 | 21-Sep-20 | 21-Sep-20 | | | |
| 31520 | SET EQUIPMENT - ELECTRICAL RM | 5 | 24-Sep-20 | 30-Sep-20 | | | |
| 31530 | INSTALL PIPING TO EQUIPMENT - ELECTRICAL RM | 5 | 01-Oct-20 | 07-Oct-20 | | | |
| 31540 | PULL WIRE - ELECTRICAL RM | 5 | 08-Oct-20 | 14-Oct-20 | | | |
| 31550 | TERMINATE WIRE - ELECTRICAL RM | 5 | 12-Oct-20 | 21-Oct-20 | | | |
| 31320 | HVAC TRM - ELECTRICAL RM | 2 | 22-Oct-20 | 25-Oct-20 | | | |
| 31300 | ELECTRICAL/FIRE ALARM TRM - ELECTRICAL RM | 5 | 22-Oct-20 | 28-Oct-20 | | | |
| 31250 | SEAL CONCRETE - ELECTRICAL RM | 2 | 29-Oct-20 | 30-Oct-20 | | | |
| 31390 | START-UP & TESTING - ELECTRICAL RM | 10 | 02-Nov-20 | 10-Nov-20 | | | |
| SITEWORK | | | | | | | |
| 32190 | FINISH EXISTING PAVING/GRADING | 8 | 28-Aug-20 | 09-Sep-20 | | | |
| 32200 | INSTALL IRRIGATION PIPING AND WIRING | 10 | 10-Sep-20 | 20-Sep-20 | | | |
| 32210 | SITE CURB AND GUTTER | 10 | 20-Sep-20 | 30-Sep-20 | | | |
| 32220 | AC FINISH & BASE | 10 | 30-Oct-20 | 21-Nov-20 | | | |
| 32250 | SITE CONCRETE | 10 | 30-Oct-20 | 25-Oct-20 | | | |
| 32260 | INSTALL POST & PANEL SIGNS | 2 | 22-Oct-20 | 23-Oct-20 | | | |
| 32240 | INSTALL LANDSCAPING PLANTING/TURF | 10 | 26-Oct-20 | 06-Nov-20 | | | |

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Remaining Level of Effort
 Actual Level of Effort
 Actual Work
 Remaining Work
 Critical Remaining Work

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 Project Schedule

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| Activity Name | Qty | Start | Finish | Actual Level of Effort | Remaining Level of Effort | Actual Level of Effort | Remaining Level of Effort | Critical Remaining Work |
|--|-----|-----------|-----------|------------------------|---------------------------|------------------------|---------------------------|-------------------------|
| START UP AND TESTING | 25 | 17 Nov 20 | 25 Dec 20 | | | | | |
| 32200 SYSTEMS START-UP & TESTING | 25 | 17 Nov 20 | 25 Dec 20 | | | | | |
| FINAL COMPLETION | 20 | 17 Nov 20 | 22 Dec 20 | | | | | |
| 32200 FINAL INSPECTION | 5 | 24 Dec 20 | 21 Dec 20 | | | | | |
| 32200 FINAL INSPECTION CORRECTIONS | 5 | 04 Jan 21 | 08 Jan 21 | | | | | |
| 32210 INCLEMENT WEATHER ALLOWANCE (WORK DAYS) | 10 | 11 Jan 21 | 22 Jan 21 | | | | | |
| 32220 SUBSTANTIAL COMPLETION | 0 | | 22 Jan 21 | | | | | |
| CONCRETE FOOTINGS (15,000) | 228 | 26 Mar 20 | 28 Jan 21 | | | | | |
| MOBILIZATION | 6 | 25 Mar 20 | 31 Mar 20 | | | | | |
| 11020 MOBILIZATION ON SITE | 3 | 25 Mar 20 | 27 Mar 20 | | | | | |
| 11030 INSTALL SWPPP BARRIERS | 2 | 30 Mar 20 | 31 Mar 20 | | | | | |
| 11015 TEMPORARY FACILITIES | 1 | 26 Mar 20 | 21 Mar 20 | | | | | |
| CAST-IN-PLACE | 11 | 21 Apr 20 | 13 Apr 20 | | | | | |
| 11300 OVEREX / RECONTRACT / ROUGH / FINISH GRADE | 10 | 01 Apr 20 | 14 Apr 20 | | | | | |
| 11250 PAD CERTIFICATION | 1 | 15 Apr 20 | 15 Apr 20 | | | | | |
| SITE UTILITIES | 5 | 15 Apr 20 | 21 Apr 20 | | | | | |
| 11740 UNDERGROUND UTILITIES | 5 | 15 Apr 20 | 21 Apr 20 | | | | | |
| SUBSTRUCTURE | 41 | 21 Apr 20 | 17 Jun 20 | | | | | |
| 11310 EXCAVATE FOOTINGS & GRADE BEAMS | 10 | 21 Apr 20 | 24 May 20 | | | | | |
| 11400 FORM / REBAR / EMBEDS - FOOTINGS | 10 | 28 Apr 20 | 11 May 20 | | | | | |
| 11510 POUR FOOTINGS | 2 | 12 May 20 | 13 May 20 | | | | | |
| 11560 U-SLAB UTILITIES | 5 | 14 May 20 | 20 May 20 | | | | | |
| 11520 FINE GRADE SLAB ON GRADE | 7 | 21 May 20 | 22 May 20 | | | | | |
| 11600 BLOCKOUTS FOR COLUMNS | 2 | 26 May 20 | 27 May 20 | | | | | |
| 11570 FORM / REBAR / EMBEDS - SLAB ON GRADE | 5 | 01 Jun 20 | 05 Jun 20 | | | | | |
| 11700 POUR SLAB ON GRADE | 2 | 08 Jun 20 | 09 Jun 20 | | | | | |
| 11720 CURE / STRIP S.O.G. | 2 | 08 Jun 20 | 10 Jun 20 | | | | | |
| 11740 F/VP BUILDING CURBS/STRIPS - LEVEL 1 | 5 | 11 Jun 20 | 17 Jun 20 | | | | | |
| SUPERSTRUCTURE | 30 | 11 Jun 20 | 22 Jul 20 | | | | | |
| 11730 ERECT & WELD STEEL | 5 | 11 Jun 20 | 17 Jun 20 | | | | | |
| 11750 ERECT STRUCT STEEL TRUSSES | 5 | 18 Jun 20 | 24 Jun 20 | | | | | |
| 11770 EXTERIOR FRAMING | 15 | 25 Jun 20 | 16 Jul 20 | | | | | |
| 11800 DECKING - ROOF | 5 | 17 Jul 20 | 23 Jul 20 | | | | | |
| BUILDING EXTERIOR ENCLOSURE | 40 | 24 Jul 20 | 30 Sep 20 | | | | | |
| 11840 FRAME BRANCHED WALLS | 5 | 24 Jul 20 | 30 Jul 20 | | | | | |
| 11860 PARAPET SHEATHING | 4 | 31 Jul 20 | 05 Aug 20 | | | | | |
| 11870 ROUGH CARPENTRY | 8 | 06 Aug 20 | 13 Aug 20 | | | | | |
| 11880 ROOFING INSULATION | 10 | 11 Aug 20 | 24 Aug 20 | | | | | |
| 11910 ROOFING MEMBRANE | 15 | 25 Aug 20 | 15 Sep 20 | | | | | |
| 11920 FLASHINGS / JOINTS / FLASHINGS | 10 | 01 Sep 20 | 15 Sep 20 | | | | | |
| 11900 SCUPPER & DOWNSPOUTS | 10 | 16 Sep 20 | 29 Sep 20 | | | | | |

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| Activity Name | Qty | Start | Finish | Actual Level of Effort | Remaining Level of Effort | Actual Level of Effort | Remaining Level of Effort | Critical Remaining Work |
|--|-----|-----------|-----------|------------------------|---------------------------|------------------------|---------------------------|-------------------------|
| 11900 INSTALL ROOF WALKWAYS | 1 | 20 Sep 20 | 20 Sep 20 | | | | | |
| EXTERIOR DOORS | 26 | 24 Jul 20 | 08 Aug 20 | | | | | |
| 12130 EXTERIOR DOORS | 26 | 24 Jul 20 | 08 Aug 20 | | | | | |
| 12130 INSTALL STORE FRONT | 10 | 07 Aug 20 | 03 Sep 20 | | | | | |
| 12110 INSTALL WINDOWS | 10 | 07 Aug 20 | 26 Aug 20 | | | | | |
| 12180 BUILDING DRY IN | 0 | | 29 Sep 20 | | | | | |
| INTERIOR BUILD OUT | 18 | 24 Jul 20 | 12 Nov 20 | | | | | |
| 31000 FLOOR SURVEY & LAYOUT | 3 | 24 Jul 20 | 29 Jul 20 | | | | | |
| 31010 PRODUCTION WALL FRAMING | 7 | 25 Jul 20 | 26 Aug 20 | | | | | |
| 31020 HOLLOW METAL FRAMES | 3 | 28 Jul 20 | 25 Aug 20 | | | | | |
| 31030 TOP DOWN DRYWALL INTERFERENCE WALLS | 4 | 07 Aug 20 | 12 Aug 20 | | | | | |
| 31120 SEISMIC HANGERS | 5 | 13 Aug 20 | 19 Aug 20 | | | | | |
| 31040 IW PLUMBING (INCL INSULATION) | 5 | 13 Aug 20 | 19 Aug 20 | | | | | |
| 31050 EW ELECTRICAL / FIRE ALARM / LOW VOLTAGE | 5 | 13 Aug 20 | 19 Aug 20 | | | | | |
| 31130 OH DRAIN / WASTE / VENT PIPING | 7 | 18 Aug 20 | 26 Aug 20 | | | | | |
| 31140 OH SPRINKLER PIPING | 7 | 18 Aug 20 | 26 Aug 20 | | | | | |
| 31080 BLOCKING & BACKING | 5 | 20 Aug 20 | 26 Aug 20 | | | | | |
| 31090 OH CONDUIT | 7 | 20 Aug 20 | 26 Aug 20 | | | | | |
| 31120 OH DOMESTIC WATER PIPING | 7 | 25 Aug 20 | 02 Sep 20 | | | | | |
| 31180 IMAC DUCTWORK & W/VP | 7 | 25 Aug 20 | 02 Sep 20 | | | | | |
| 31170 TRIM SPRINKLER HEADS | 5 | 27 Aug 20 | 02 Sep 20 | | | | | |
| 31070 IW GC / INSPECTION | 10 | 27 Aug 20 | 28 Aug 20 | | | | | |
| 31080 INSULATE WALLS | 9 | 31 Aug 20 | 02 Sep 20 | | | | | |
| 31100 PULL ELECTRICAL / FIRE ALARM WIRE | 7 | 31 Aug 20 | 05 Sep 20 | | | | | |
| 31180 IMAC PIPING MAINS & BRANCHES | 7 | 01 Sep 20 | 10 Sep 20 | | | | | |
| 31190 IMAC DUCT & PIPING INSULATION | 7 | 08 Sep 20 | 17 Sep 20 | | | | | |
| 31110 SET / TRIM LIGHT FIXTURES | 5 | 10 Sep 20 | 16 Sep 20 | | | | | |
| 31200 FIRE SAFE PENETRATIONS | 5 | 18 Sep 20 | 24 Sep 20 | | | | | |
| 31220 HYF PRODUCTION DRYWALL | 7 | 18 Sep 20 | 26 Sep 20 | | | | | |
| 31230 PRIME & 1ST COAT PAINT | 5 | 28 Sep 20 | 05 Oct 20 | | | | | |
| 31250 FIRE ALARM TRIM | 5 | 06 Oct 20 | 12 Oct 20 | | | | | |
| 31210 IMAC GRILLES & DIFFUSERS | 5 | 06 Oct 20 | 12 Oct 20 | | | | | |
| 31260 ELECTRICAL DEVICES & TRIM | 5 | 06 Oct 20 | 12 Oct 20 | | | | | |
| 31240 DOORS & HARDWARE | 3 | 06 Oct 20 | 08 Oct 20 | | | | | |
| 31300 FLOORING | 10 | 10 Oct 20 | 26 Oct 20 | | | | | |
| 31370 FINAL PAINT | 5 | 02 Nov 20 | 02 Nov 20 | | | | | |
| 31280 FINAL CLEAN | 5 | 02 Nov 20 | 26 Nov 20 | | | | | |
| 12240 FRAME INTERIOR WALLS | 5 | 07 Aug 20 | 13 Aug 20 | | | | | |
| 11040 FRAME HARD LID CEILING | 5 | 14 Aug 20 | 20 Aug 20 | | | | | |
| 11100 ABOVE HARD LID ELECTRICAL LOW VOLTAGE | 8 | 18 Aug 20 | 27 Aug 20 | | | | | |
| 11310 ABOVE HARD LID ELECTRICAL | 8 | 18 Aug 20 | 27 Aug 20 | | | | | |
| 11710 ABOVE HARD LID FIRE SPRINKLER DROPS | 5 | 25 Aug 20 | 31 Aug 20 | | | | | |

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| Activity ID | Activity Name | Orig | Start | Finish | CP | PP | SC | CC | AC | OC | CC | AC | OC | CC | AC | OC |
|----------------|---|------|-----------|-----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 11180 | ABOVE HARD LID MECHANICAL DIFFUSERS | 5 | 25-Aug-20 | 31-Aug-20 | | | | | | | | | | | | |
| 11210 | FIRE/SOUND CAULKING ABOVE HD LIDS | 3 | 27-Aug-20 | 31-Aug-20 | | | | | | | | | | | | |
| 11220 | ABOVE HARD LID INSPECTIONS | 2 | 01-Sep-20 | 02-Sep-20 | | | | | | | | | | | | |
| 11260 | HANG DRYWALL CEILINGS/SOFFITS | 7 | 03-Sep-20 | 14-Sep-20 | | | | | | | | | | | | |
| 11260 | ACCESS PANELS / DOORS | 2 | 18-Sep-20 | 14-Sep-20 | | | | | | | | | | | | |
| 11270 | DRYWALL TAPING AT CEILINGS & SOFFITS | 10 | 15-Sep-20 | 28-Sep-20 | | | | | | | | | | | | |
| 11480 | FRAME 11ST COAT PAINT AT RESTROOMS | 5 | 25-Sep-20 | 29-Oct-20 | | | | | | | | | | | | |
| 11500 | PRE SCOPE MORTAR BED AT RESTROOMS | 7 | 02-Oct-20 | 12-Oct-20 | | | | | | | | | | | | |
| 11590 | CERAMIC TILE AT RESTROOMS | 12 | 13-Oct-20 | 28-Oct-20 | | | | | | | | | | | | |
| 11600 | COUNTERTOPS AT RESTROOMS | 2 | 29-Oct-20 | 30-Oct-20 | | | | | | | | | | | | |
| 11710 | INSTALL PLUMBING FIXTURES | 5 | 02-Nov-20 | 06-Nov-20 | | | | | | | | | | | | |
| 11790 | TOILET PARTITIONS & ACCESSORIES | 3 | 09-Nov-20 | 12-Nov-20 | | | | | | | | | | | | |
| 11090 | ROUGH IN HVAC ELECTRICAL RM | 5 | 18-Aug-20 | 20-Aug-20 | | | | | | | | | | | | |
| 11090 | ROUGH IN OVERHEAD ELECTRICAL/FIRE ALARM ELECTRICAL RM | 5 | 19-Aug-20 | 25-Aug-20 | | | | | | | | | | | | |
| 11095 | FRAME WALLS ELECTRICAL RM | 3 | 25-Aug-20 | 26-Aug-20 | | | | | | | | | | | | |
| 11100 | INSTALL DOOR FRAME ELECTRICAL RM | 1 | 26-Aug-20 | 26-Aug-20 | | | | | | | | | | | | |
| 11140 | IN-WALL ELECTRICAL/FIRE ALARM ROUGH IN ELECTRICAL RM | 2 | 21-Aug-20 | 11-Sep-20 | | | | | | | | | | | | |
| 11160 | IN-WALL INSPECTION ELECTRICAL RM | 1 | 02-Sep-20 | 02-Sep-20 | | | | | | | | | | | | |
| 11190 | FORM EQUIPMENT RIDS ELECTRICAL RM | 2 | 02-Sep-20 | 04-Sep-20 | | | | | | | | | | | | |
| 11200 | REINFORCEMENT EQUIPMENT RIDS ELECTRICAL RM | 1 | 09-Sep-20 | 08-Sep-20 | | | | | | | | | | | | |
| 11220 | POUR EQUIPMENT RIDS ELECTRICAL RM | 1 | 09-Sep-20 | 08-Sep-20 | | | | | | | | | | | | |
| 11230 | STRIP EQUIPMENT RIDS ELECTRICAL RM | 1 | 10-Sep-20 | 10-Sep-20 | | | | | | | | | | | | |
| 11240 | ONE SIDE DRYWALL ELECTRICAL RM | 2 | 11-Sep-20 | 14-Sep-20 | | | | | | | | | | | | |
| 11250 | DRYWALL TAPING ELECTRICAL RM | 5 | 15-Sep-20 | 21-Sep-20 | | | | | | | | | | | | |
| 11340 | INSTALL PLYWOOD BACKER BOARD ELECTRICAL RM | 2 | 22-Sep-20 | 23-Sep-20 | | | | | | | | | | | | |
| 11350 | FIRE STOPPING AT TOP OF WALL ELECTRICAL RM | 2 | 22-Sep-20 | 23-Sep-20 | | | | | | | | | | | | |
| 11360 | PRIME & 1ST COAT PAINT ELECTRICAL RM | 2 | 24-Sep-20 | 25-Sep-20 | | | | | | | | | | | | |
| 11400 | SET PANELS ELECTRICAL RM | 5 | 28-Sep-20 | 02-Oct-20 | | | | | | | | | | | | |
| 11410 | INSTALL CABLE TRAY ELECTRICAL RM | 3 | 28-Sep-20 | 30-Sep-20 | | | | | | | | | | | | |
| 11380 | HANG DOOR ELECTRICAL RM | 1 | 28-Sep-20 | 29-Sep-20 | | | | | | | | | | | | |
| 11420 | INSTALL DOOR HARDWARE ELECTRICAL RM | 1 | 30-Sep-20 | 30-Sep-20 | | | | | | | | | | | | |
| 11450 | SET EQUIPMENT ELECTRICAL RM | 5 | 05-Oct-20 | 09-Oct-20 | | | | | | | | | | | | |
| 11480 | INSTALL RING TO EQUIPMENT ELECTRICAL RM | 5 | 12-Oct-20 | 16-Oct-20 | | | | | | | | | | | | |
| 11540 | PULL WIRE ELECTRICAL RM | 7 | 19-Oct-20 | 23-Oct-20 | | | | | | | | | | | | |
| 11550 | TERMINATE WIRE ELECTRICAL RM | 2 | 21-Oct-20 | 22-Oct-20 | | | | | | | | | | | | |
| 11570 | HANG TRIM ELECTRICAL RM | 2 | 23-Oct-20 | 24-Oct-20 | | | | | | | | | | | | |
| 11580 | ELECTRICAL/FIRE ALARM TRIM ELECTRICAL RM | 2 | 23-Oct-20 | 24-Oct-20 | | | | | | | | | | | | |
| 11600 | SEAL CONCRETE ELECTRICAL RM | 2 | 27-Oct-20 | 28-Oct-20 | | | | | | | | | | | | |
| 11610 | START-UP & TESTING ELECTRICAL RM | 10 | 29-Oct-20 | 12-Nov-20 | | | | | | | | | | | | |
| CEILING | | | | | | | | | | | | | | | | |
| 11090 | FINISH PARTITIONING AND WIRING | 4 | 04-Sep-20 | 16-Sep-20 | | | | | | | | | | | | |
| 11010 | INSTALL IRRIGATION PIPING AND WIRING | 10 | 17-Sep-20 | 30-Sep-20 | | | | | | | | | | | | |

Run Date - 01-Jul-19
Start Date - 29-May-18
Finish Date - 02-Sep-21
Date Date - 10-Apr-19

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work

Riverside County Library

McCarthy

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| Activity ID | Activity Name | Orig | Start | Finish | CP | PP | SC | CC | AC | OC | CC | AC | OC | CC | AC | OC |
|-----------------------------|---|------|-----------|-----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 11130 | SITE CURB AND GUTTER | 10 | 01-Oct-20 | 14-Oct-20 | | | | | | | | | | | | |
| 11120 | AC TYPING & BASE | 10 | 15-Oct-20 | 28-Oct-20 | | | | | | | | | | | | |
| 11590 | SITE CONCRETE | 12 | 15-Oct-20 | 30-Oct-20 | | | | | | | | | | | | |
| 11440 | INSTALL POST & PANEL SIGNS | 2 | 29-Oct-20 | 30-Oct-20 | | | | | | | | | | | | |
| 11530 | INSTALL LANDSCAPING PLANTING LIFE | 10 | 02-Nov-20 | 16-Nov-20 | | | | | | | | | | | | |
| START-UP AND TESTING | | | | | | | | | | | | | | | | |
| 12470 | SYSTEMS START-UP & TESTING | 25 | 13-Nov-20 | 24-Dec-20 | | | | | | | | | | | | |
| Ends: COMPLETION | | | | | | | | | | | | | | | | |
| 12190 | FINAL INSPECTION | 7 | 22-Dec-20 | 21-Dec-20 | | | | | | | | | | | | |
| 12200 | FINAL INSPECTION CORRECTIONS | 5 | 04-Jan-21 | 09-Jan-21 | | | | | | | | | | | | |
| 12250 | INCLEMENT WEATHER ALLOWANCE (WORK DAYS) | 10 | 16-Jan-21 | 22-Jan-21 | | | | | | | | | | | | |
| 12260 | SUBSTANTIAL COMPLETION | 0 | | 22-Jan-21 | | | | | | | | | | | | |

Run Date - 01-Jul-19
Start Date - 29-May-18
Finish Date - 02-Sep-21
Date Date - 10-Apr-19

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work

Riverside County Library

McCarthy

COMB13-1 Project Schedule
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EXHIBIT E

**COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY
REAL ESTATE DIVISION
GENERAL CONSTRUCTION SPECIFICATIONS FOR LEASED FACILITIES**

A. INTENT

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

B. COMPLIANCE WITH LOCAL REGULATIONS

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

compliance with the Americans with Disabilities Act of 1990 and any regulations issued pursuant thereto.

C. **DRAWINGS**

1. A site plan, clearly indicating employee, visitor and open parking spaces, shall be prepared. Floor plans, elevations, mechanical and electrical drawings shall be prepared, preferably at one eighth inch (1/8") scale.
2. The Economic Development Agency shall be provided four (4) complete sets of the aforementioned drawings and specifications for review and approval.
3. Prior to start of construction, two (2) complete approved sets of construction plans and specifications shall be provided to the Economic Development Agency. These sets shall be signed to indicate approval by Information Technology and the user department. One set will be returned to Lessor for construction, the second set shall be retained by Economic Development Agency.
4. Any changes or deviation from the approved plans and specifications will not be accepted without prior written approval from the Economic Development Agency.

D. **CONSTRUCTION**

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

E. **SPECIFICATIONS**

1. The Lessor shall be responsible, in all cases, for the proper design and coordination of architectural, structural, plumbing, electrical, heating, ventilation, air conditioning, site elements, etc., of the proposed facility. Accessibility for physically handicapped is required, unless specifically waived in writing by the Economic Development Agency.

2. Lessor shall verify the accuracy of all dimensions, and he shall be responsible for correcting and recording any discrepancies.

(SITE REQUIREMENTS)

A. SITE

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

B. GRADING

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

C. DRAINAGE

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

D. RETAINING WALLS

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

E. LANDSCAPING

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

F. CLEANUP

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

(ARCHITECTURAL REQUIREMENTS)

A. **FLOORS**

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

B. **WALLS**

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

C. **ROOF AND INSULATION**

1. Roof construction and insulation shall be appropriate to the overall design of the building and prevailing weather conditions. Light colored materials are encouraged.
2. All roof designs shall include a minimum one-half inch (1/2") to one foot (1') slopes for positive drainage.

3. Roofs on existing buildings shall be subject to (a) an inspection by a licensed roofing contractor, (b) County's review of roofing contractor's findings and (c) proof of corrective action.

D. **TIMBER AND WOOD**

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

E. **CEILING CONSTRUCTION**

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

F. **WINDOWS**

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

G. **DOORS**

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

H. **CABINET WORK**

1. Cabinet work shall conform to the standards as defined in the Woodwork Institute of California, Manual of Millwork, (reference "WIC #102", standard cabinet design).
2. Acceptable cabinet work quality is laminated plastic covered deluxe (D) grade, or wood factory finished deluxe (D) grade, except utility (U) grade in utility storage areas.

3. Countertops and splashes shall be laminated plastic, custom grade, self-edge trim. Minimum four inch (4") high splashes where abutting vertical wall surfaces.
4. Cabinet work to be complete with knobs, pulls, hinges, catches, etc.
5. Colors/patterns of laminated plastic and finishes of casework must be approved by the Economic Development Agency.

I. **HARDWARE**

1. Hardware will be of good commercial quality grade and type. Automatic door closers shall be provided on public and employee entrance doors, toilet room doors, and coffee room doors. Public entrance and glazed partition lobby doors shall be equipped with push bars with integral PUSH AND PULL signs. Toilet and coffee room doors will have push plates and door pulls. When public entrance, lobby, toilet or coffee room doors are wood or metal with enameled finish, kick plates shall be provided. At buildings where only one (1) toilet is provided, the door closer will be omitted and the door fitted with a privacy lockset. Door locks will be operable by a master key system. Panic hardware must be installed where required by code. Simplex cipher locks (or equal) may be used in lieu of keyed locks when approved by the Economic Development Agency.
2. Exterior doors with hinges exposed to the public (out- swinging doors) will be equipped with door butts that have "fast" pins to prevent removal or tampering.
3. All doors to be provided with adequate hardware. Interior door locksets to be provided only where indicated on plans. Interior doors to be provided with doorstops.
4. Double doors (pair) - shall be avoided on exterior openings wherever possible. When pair is required by design, use removable mullion, unless specifically approved otherwise.
5. Exterior doors - all exterior doors must have a deadbolt lock, except where panic hardware is required.
6. Door lock keying - Simplex or equal may be substituted for keyed locks when approved by the County.
 - a. All keyed locks shall be equipped with six (6) pin keyways.
 - b. Three (3) keys shall be furnished for each lock.

- c. All locks shall be keyed as specified by County, except that all locks within the following individual groups shall be keyed alike:
 - (1) Mechanical equipment rooms.
 - (2) Janitor's closets.
 - (3) Employee entrances (interior & exterior).
 - (4) Bulletin boards.
 - (5) Electrical panel boxes.
- d. A master key system shall be provided and three (3) master keys shall be furnished, unless otherwise specified.
- e. Keying - locks will incorporate a security system to assure that keys used during construction will not open doors after County occupancy. The key side of all locks will be on the public side.

J. **TOILET ENCLOSURES AND ACCESSORIES**

Facilities must comply with all existing codes.

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

shall be sized to meet handicapped requirements, provided with out swinging door and grab bars. The toilet fixtures, lavatory, mirrors, etc., shall be located at the correct height for handicapped.

K. **Paint grade?** painted surfaces shall be given a minimum of two (2) coats. Colors must be approved by the Economic Development Agency.

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

L. **WINDOW TREATMENT**

1. Minimum treatment - Vertical blinds or other as specified by the Economic Development Agency.

M. **SIGNS**

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

N. ASBESTOS & LEAD BASED PAINT

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

O. PLUMBING FIXTURES AND FITTINGS

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

P. FIRE PROTECTION

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

Q. ELEVATORS

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

R. WATER STATIONS

1. Provide electric water coolers with bottle filling capability and drinking fountains throughout facility at locations to be specified by County. ELKAY EZH2O Bottle Filling Station with Bi-Level Filtered LZ Cooler Models LZSTL8WS & LZSTLDDWS.

SPACE CONDITIONING

(Heating, Ventilation and Air Conditioning)

A. GENERAL REQUIREMENTS

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

B. VENTILATION

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

C. EXHAUST SYSTEMS

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

D. SPACE TEMPERATURE CONTROLS

1. Central control system for the various areas or provide a thermostat for each heating and/or air-conditioning system. Use separate slide lever

adjustments for heating and cooling with lock covers.

2. All systems shall be controlled by seven (7) day, twenty-four (24) hour time clocks set to the Economic Development Agency requirements.
3. Thermostats controlling space conditions during occupied hours shall be adjustable from sixty eight degrees (68°) to eighty degrees (80°) with the normal set at seventy degrees (70°) for heating and seventy-six degrees (76°) for cooling.
4. Simultaneous heating and cooling will not be acceptable.
5. Lessor shall comply with existing codes.
6. Heat-generated equipment shall be of adequate capacity to heat the building under design conditions.
7. All gas furnaces shall be approved by the American Gas Association.
8. All electric components shall be UL-approved and comply with the California Electric Code.
9. Electric strip heating is not acceptable.

E. **AIR FILTERS**

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

F. **PIPING**

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

G. **AIR DISTRIBUTION**

1. Ductwork shall be provided, as required, for proper air distribution with supply outlets spaced so as to avoid excessive throws and dead spots. In order to maintain sound privacy, door louvers will not be used to return air

from offices. Sound-attenuating, acoustically lined transfer ducts or return air ducts must be used. All supply and return air ductwork shall be constructed and installed in accordance with ASHRAE Standards and shall comply with state and local building codes.

2. All air handling units, except unit heaters, must be provided with outside air intakes. Intakes shall be located to avoid the introduction of boiler flue gases or vehicle and condenser unit exhausts.
3. Diffusers shall be selected and spaced so that, at the occupied level, the movement of air will be uniform and not be less than ten (10) cubic feet per minute, nor more than fifty (50) cubic feet per minute when measured at four feet (4") above the floor. They shall be selected so that the throw from an air diffuser does not impinge on walls, columns, or the throws from other diffusers based on a terminal velocity of one hundred feet (100') per minute. Diffusers located in offices shall be of the fully adjustable air pattern type.

H. **BALANCING AND ADJUSTING**

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

I. **NOISE AND VIBRATION**

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

J. **OPERATING INSTRUCTIONS**

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

(ELECTRICAL)

A. GENERAL REQUIREMENTS

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

B. INTERIOR LIGHTING

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

C. EXTERIOR LIGHTING

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

combinations of both.

(TELEPHONE AND COMMUNICATIONS)

(Updated November 10, 2008)

A. GENERAL REQUIREMENTS

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

B. TELECOMMUNICATIONS ROOM SPECIFICATIONS

1. **Dedicated Use: Telecommunications Rooms must be dedicated to the telecommunications function and related support facilities.** Equipment not related to the support of the Telecommunications Room, such as piping, duct work, and distribution of building power, must not be located in, or pass through the room. The Telecommunications Room may not be shared with building or custodial services. Cleaning materials such as mops, buckets or solvents must not be located or stored in the Telecommunications Room. Building alarms, fire monitoring equipment and building automation equipment shall not be installed in the Telecommunications Room without written permission of the RCIT Communications Bureau Telecommunications Engineer. In the event the RCIT Communications Bureau Telecommunications Engineer grants such permission, all building alarms and fire-monitoring equipment shall be installed only in the location designated.
2. **Room Physical Specifications - the room must be completed a minimum of thirty (30) days prior to occupancy.** Large projects (more than 20,000 sq. ft.) will require the Telecommunications Room (s) to be completed a minimum of 45 days or as directed by RCIT Communications Bureau Telecommunications Engineer prior to beneficial occupancy. All specifications for said room as outlined in this agreement shall be completed, including, but not limited to, installation of plywood, lighting, electrical circuits, HVAC, ceiling tiles, ground, floor tile and door with lock and three (3) sets of keys.

It should be understood that the contractor will have to schedule various trades in sooner than the normal construction schedule to complete the Telecommunications Room (HVAC, Electrician, Painter,

etc.) as required by the RCIT Communications Bureau Telecommunications Engineer.

- a. **Location:** The Telecommunications Room shall be as close to the geographic center of the occupied space as possible. **Maximum distance from the center of the Telecommunications Room to the farthest WAO location shall not exceed a radius of 175 feet** unless reviewed by RCIT Communications Bureau Telecommunications Engineer. If occupying more than one floor of a building, **a separate Telecommunications Room shall be required on each floor**, preferably stacked above one another. Provisions shall be made available for easy access into the Telecommunications Room for telephone and data wiring and shall be dedicated for telephone and data use only. Telecommunications Rooms should not be planned next to elevators, restrooms, electrical rooms, air shafts, mechanical rooms, and outside walls. If occupying more than one building, each building will require Telecommunications Rooms that meet the above requirements.
- b. **Minimum Room Sizes:** The Telecommunications Room shall be rectangular in shape and conform to the following inside room dimensions:

| <u>Leased Premises — sq. ft.</u> | <u>Room Size</u> |
|----------------------------------|--------------------------|
| 5,000 sq. ft. or less | 12' x 9' 12' x 12' x 14' |
| 5,000 — 10,000 sq. ft. | |
| 10,000 — 30,000 sq. ft.* | |
| 30,000 sq. ft. or larger** | |

* May require more than one room

** Will require more than one room.

- c. **Plywood Wall Lining:** All walls will be lined with AC grade or better, void-free, 4'x8' sheets of 'A' plywood. Plywood sheets shall be mounted vertically from ceiling height towards floor. Plywood must be painted on all sides with one coat of primer and two coats of white fire resistant paint. The plywood should be installed with the grade "C" surface facing the wall.
- d. **Doors:** The door will be a minimum of three (3) feet wide and 80 inches tall and be located as near as possible to a room corner. The door shall be equipped with a lock. Where practical, the door should open outward to provide additional usable space.

- e. **Air Conditioning:** The environmental control systems for the Telecommunications Room should be able to maintain a room temperature between 18°C and 24°C (64°F and 75°F) at all times (24 hours per day, 365 days per year). All building supplied HCAC inlets to the Telecommunications Room shall be controlled using a Variable Air Valve (VAV) with its own thermostat to prohibit heating the Telecommunications Room. The VAV will be installed in such a fashion to introduce conditioned air if the primary split NC unit fails to cool the room. It will serve two purposes:

1. Provide ventilation air to the room, cooling only.
2. Serve as an additional backup.

If a building's HVAC system cannot ensure continuous operation (including weekends and holidays), provide a standalone HVAC unit with independent controls for the Telecommunications Room. If an emergency power source is available in the building, connect the HVAC system that serves the Telecommunications Room to the emergency power source. Sensors and controls must be located in the Telecommunications Room, ideally placed 5 feet AFF (thermostat location will be specified on the Telecommunications Room drawing provided by RCIT Communications Bureau Telecommunications Engineer). If an in-room air conditioner is installed, the air conditioner will be hard wired to the thermostat and the location must be approved by RCIT Communications Bureau Telecommunications Engineer before installation. If remote-monitoring equipment is available, this room should have its own independent sensor. Average heat load for equipment is approximately 150 BTU/SQ Ft of Telecommunications Room space (specific heat load will be provided for each room).

- f. If fire sprinklers are located in the Telecommunications Room, the sprinkler shall have a high temperature standard response full circle head with a heavy-duty cover. Sprinkler lines located inside the TR shall not be "charged" under normal conditions. Coordinate placement of the sprinklers with RCIT Communications Bureau Telecommunications Engineer. Sprinkler heads must be a minimum of 10 ft. AFF.
- g. **Room Lighting** — Lighting to provide a minimum of 500 lux (50 foot candles) measured 3 ft. AFF. Coordinate placement of light fixtures with RCIT Communications Bureau Telecommunications Engineer to avoid interference with low voltage equipment. Light fixtures must be a minimum of 10 ft. AFF. Use white paint on the walls and ceiling to enhance room lighting. Power for the lighting should not come from the power panel located inside the Telecommunications Room.

- h. **Emergency Lighting** — Emergency lighting within the Telecommunication Room shall be provided to ensure that the loss of power to normal lights will not hamper an emergency exit from the room.
- i. **Floors:** The floor shall be capable of supporting a minimum load bearing of one hundred (100) pounds per square foot and maximum concentration loading of 2,000 lbs. per foot. Standard VCT floor covering shall be installed unless otherwise specified.

Ceiling: If a ceiling will be installed in the Telecommunications Room it must be installed at a **minimum of 10' AFF**. Ceiling protrusions (e.g. sprinkler heads) must be placed to assure a minimum clear height of 10 feet that is clear of obstructions, to provide space over the equipment frames for cables and suspended cable trays. Ceiling finish must minimize dust and be light colored to enhance the room lighting. A hard ceiling shall not be allowed in the Telecommunications Room.

C. ELECTRICAL REQUIREMENTS

- a. **Dedicated Power Feeder** — The Telecommunications Room will have its own dedicated power feeder terminated in an electrical panel located inside the room and flush mounted in the wall. **Location of this electrical sub-panel shall be closely coordinated with RCIT Communications Bureau Telecommunications Engineer to ensure it does not impact the overall design and use of the space within the room. Power required for other equipment in the room (e.g. fluorescent lighting, motors, air conditioning equipment) should be supplied by a separate feeder, conduit, and distribution panel. If an emergency power source is available, connect the Telecommunications Room electrical sub-panel into it.**
- b. **General Purpose Outlets:** Provide 110 Volt, 20 Amp duplex outlets installed at standard height on all walls of the Telecommunications Room; maximum spacing between outlets shall not exceed 12 feet.
- c. **Telephone System:** Install one (1) dedicated 208 VAC, 20 Amp circuits terminated into a single surface mounted 4S electrical box with a NEMA L6-20 outlet at a height of 18 inches AFF from center. The circuit will have its own separate hot, neutral, and ground wire all the way back to **the** power distribution panel. The circuit will be clearly labeled on the cover plate and sub-panel.
- d. **Equipment Racks:** Install two (2) dedicated 20 Amp, 110 VAC circuit with isolated ground for each equipment rack (9' x 12' room

— 2 racks, 12' x 12' room — 3 racks, 12' x 14' room — 4 racks). Install one (1) dedicated 30 Amp, 208 VAC circuit with isolated ground for every two equipment racks. The breaker number shall be identified on each of these outlets. Terminate each circuit on double duplex outlets in a surface mounted 4S box in the vertical cable manager 23" above the floor. Equipment Rack locations, circuit locations and quantity will be specified in the room layout provided by the RCIT Communications Bureau Telecommunications Engineer.

- e. **Paging — NV: If required, install** one dedicated 20 Amp, 110 VAC circuit with isolated ground. Terminate on a double duplex outlet in a 4S box. The location of the outlet will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- f. **Security:** Install one dedicated 20 Amp, 110 VAC circuit with isolated ground. Terminate on double duplex outlets in a 4S box. The location of the outlet(s) will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- g. **Emergency Air Conditioner Outlet (To Support IT Telephone System):** Install one dedicated 208/220 VAC, 20 Amp circuit terminated on a single NEMA 6-20 receptacle. The location of the outlet will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- h. **Grounding —** A Telecommunications Main Grounding Busbar (TMGB) shall be installed in the Telecommunications Room at the location specified in the room layout that will be provided by the RCIT Communications Bureau Telecommunications Engineer. **The Grounding Busbar must be CPI Chatsworth Products, part #13622-020.** The Busbar shall be insulated from its supporting structure by at least two inches of separation. Bond the Busbar to the building AC grounding electrode system. The minimum size of the bonding conductor should be #3 AWG and be sized to carry the maximum short time rating Amps of the building grounding electrode conductor. A supplemental bonding connection is required to be Exothermically Welded to the structural steel of the building and local AC sub-panel located inside the Telecommunications Room. Resistance should be no more than .1 ohms between the TMGB and the building main grounding source measured following the two-point bonding test method using an earth ground resistance tester. All grounding conductors shall be

run in rigid conduit.

D. CONDUIT REQUIREMENTS

1. Work Area Outlets (WAO):

a. **General Specifications:** Each WAO shall consist of one 4 in. by 4 in. by 2.5 in. deep outlet box with a 2 in. by 4 in. reducing adapter installed.

b. **Height Requirements:** Each WAO shall be installed at the same height as the adjacent electrical outlet. The height of jacks for wall telephones shall conform to any ADA rules pertaining to handicapped use. This height is typically 44 inches **AFF** to the center of the outlet box.

c. Conduits Specifications:

(1) **Accessible Ceilings:** When there is an accessible ceiling such as suspended acoustical tile, provide a rigid trade size 1 conduit (**flex not allowed**) stubbed into the ceiling space from the outlet box. Ceiling must be accessible from the WAO location back to the Telecommunications Room. If a WAO location is at wall phone height (+44"), install an additional outlet box at standard floor height. Connect a rigid 1-inch conduit from the bottom of the wall height box to the top of the standard floor height box. Ream all conduit ends and fit with insulated bushings.

(2) **Non-Accessible Ceilings:** When the ceiling is not accessible, provide a rigid 1¹/₄-inch conduit (**flex not allowed**) run from the WAO location all the way to the Telecommunications Room or to the nearest accessible ceiling space. Runs cannot have more than the equivalent of two 90-degree bends without installing a pull box (pull box must be accessible upon completion of construction). **All conduits will have a pull string installed.** Where multiple outlets are installed, each location will have its own dedicated conduit run; no daisy chaining is allowed.

2. **System Furniture Wall In-feeds:** Wall in-feeds will be one rigid 1.25 in. conduit per 3 WAO locations of systems furniture. The conduit shall be stubbed into the ceiling area from a 4 in. by 4 in. by 2.5 in. deep outlet box. Ream all conduit ends and fit with insulated bushings. In-feed location will be accessible either by cutout or access panel in furniture or placed next to furniture where location will be accessible for service. Consult RCIT Communications Bureau Telecommunications Engineer for

location, quantity, and size of in-feeds. Exact location will be verified with furniture vendor.

3. **System Furniture Floor Poke-Thru In-feeds:** Poke-Thru locations requiring power/voice/data will require Wiremold P/N RC9FFTC Poke-Thru's with EMT 1.25 in. conduit per 3 WAO locations of systems furniture. Color to be specified by Architect. The conduit shall be continuous and stubbed into the ceiling area of that floor being serviced with pull string installed. No more than two 90's will be allowed, J-Box for furniture supplier power whip connections to be anchored to the ceiling of the floor below with unistrut. J-Box must be with-in 6' of furniture whip connection. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, and quantity. Exact location will be verified with furniture vendor.
4. **System Furniture Power and Data Floor Boxes:** Floor Box locations requiring power/voice/data will require Wiremold P/N RFB4-C1-1 Floor Box with EMT 1.25 in conduit per 3 WAO locations of systems furniture for communications. Color to be specified by Architect. The conduit shall be continuous and stubbed into the ceiling area of that floor being serviced with pull string installed. No more than two 90's will be allowed. All boxes shall be configured for dual service which will require accessory items for separation of power and data. **All** boxes shall include (1) internal duplex receptacle for power, (1) Wiremold P/N RFB-2-SSRT for communications and (1) flanged cover P/N S28BBTCAL. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, and quantity. Exact location will be verified with furniture vendor.
5. **Hard Wall Office Floor Poke-Thru:** Poke-Thru locations requiring power/voice/data will require Wiremold P/N RC4ATC Poke-Thru's with the optional Communications Adapter P/N Com75 installed for Voice and Data conduits. Install two (2) EMT 0.75 in. conduits per location. The conduits shall be continuous and stubbed into the ceiling area of that floor being serviced with pull sting installed. No more than two 90's will be allowed. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, quantity, and size of in-feeds. Exact location will be verified with furniture vendor.
6. **Hard Wall Power and Data Floor Boxes:** Floor Box locations required power/voice data will require Wiremold PIN RFB4-C1-1 Floor Box with (1) EMT 1.25 in. conduit for communications. Color to be specified by Architect. The conduit shall be continuous and stubbed into the ceiling area of that floor being serviced with pull string installed. No more than two 90's will be allowed. **All** boxes shall be configured for dual service

which will require accessory items for separation of power and data. All boxes shall include (1) internal duplex receptacle for power, (1) Wiremold P/N RFB-2-SSRT for communications and (1) flanged cover P/N S38BBTCAL. Ream all conduits ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, and quantity. Exact location will be verified with furniture vendor.

7. Backbone Pathways:

- a. **Telecommunications Rooms On the Same Floor:** When two or more Telecommunications Rooms exist on the same floor, provide two (2) rigid metallic trade size 4 conduits between the main Telecommunications Room and each secondary Telecommunications Room. Conduits are to be run in the most direct route possible with no more than the equivalent of two 90-degree sweeps without a pull box. The minimum size of a pull box shall be 24" W x 36" L x 12" D. Ream all conduit ends and fit with insulated bushings. Conduits are to be bonded to ground in accordance with all local and national requirements. Location of conduits will be identified on drawings provided by the RCIT Communications Bureau Telecommunications Engineer and provided on a site-by-site basis. The bend radius of the conduit shall be 10 times the outside conduit diameter. **Install a pull string with minimum tensile strength of 30 lbs in each conduit.**
- b. **Telecommunications Rooms On Different Floors:** When two or more Telecommunications Rooms exist on different floors, provide a minimum of two (2) rigid trade size 4 conduits between the main Telecommunications Room and each secondary Telecommunications Room. Conduits are to be run in the most direct route possible with no more than the equivalent of two 90-degree bends without a pull box. The minimum size of a pull box shall be 24" W x 36" L x 12" D. Ream all conduit ends and fit with insulated bushings. Conduits are to be bonded to ground in accordance with all local and national requirements. The bend radius of the conduit shall be 10 times the outside conduit diameter. **Install a pull string with minimum tensile strength of 30 lbs in each conduit.** In multi-level buildings with **stacked Telecommunications Rooms**, sleeves shall be provided from the ceiling of the lowest level to the floor of the top level. Size, quantity, and location will be provided by the RCIT Communications Bureau Telecommunications Engineer.
- c. **MPOE:** If the MPOE (minimum point of entry) is not physically located in the Telecommunications Room it shall be necessary to install two (2) trade size 4 conduits from the MPOE to the Telecommunications Room. Conduits are to be run in the most direct route possible with no more than the equivalent of two 90-degree bends without a pull box. The minimum size of a pull box shall be 24" W x 36" L x 12" D. Ream all conduit ends

and fit with insulated bushings. Conduits are to be bonded to ground in accordance with all local and national requirements. Location of conduits will be identified on drawings provided by the RCIT Communications Bureau Telecommunications Engineer and provided on a site-by-site basis. The bend radius of the conduit shall be 10 times the outside conduit diameter. **Install a pull string with minimum tensile strength of 30 lbs in each conduit.**

d. Telecommunications Rooms in Multiple Buildings on Same or Adjacent Properties: The number of conduits will be determined by the **size and scope of each project. The items listed below are BASIC** requirements only as the scope of the project increases, some or all of the items listed below may undergo major changes:

- (1) Conduits shall be rigid and shall be four (4) trade size 4. A **minimum** of two (2) conduits will be installed from the primary Telecommunications Room and each building as defined by the RCIT Communications Bureau Telecommunications Engineer. Conduits shall be installed in the most direct route possible.
- (2) Conduits shall be buried a minimum of 36 inches below finish grade.
- (3) Conduits shall be encased in 2,000 PSI concrete where vehicle traffic occurs and encased in slurry everywhere else for the entire length.
- (4) Tracer tape shall be installed the entire conduit length. Tracer tape shall be 12 inches wide, flat, and metallic and shall be installed 12 inches above concrete encasement. Tape shall be imprinted with the words "WARNING — FIBER OPTIC CABLE" spaced at a minimum of 24 inches on center.
- (5) No more than the equivalent of two (2) 90-degree bends shall be installed without the addition of a pull box, vault, or maintenance hole, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer.
- (6) Conduit runs in excess of 500 feet shall have a pull box, vault, or maintenance hole installed, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer. All sweeps shall have a minimum bending-radius of 10 times the diameter of the conduit.
- (7) All four inch conduits should have a minimum 1/4-inch nylon pull rope. All four inch conduits over 400 feet should have a minimum 3/8-inch nylon pull rope. The size and requirements of pull boxes, vaults, or maintenance holes can only be determined by the scope

of the project and will be defined by the RCIT Communications Bureau Telecommunications Engineer.

8. **Firewalls:** If any firewalls are present, conduit/sleeve access through the wall must be provided by the contractor. The ends of any conduit/sleeve penetrating a firewall will be sealed with the appropriate fire stop. Identification of the areas that must be sealed shall be identified by the contractor at the time of wiring. Size and location of the sleeves will be determined by the RCIT Communications Bureau Telecommunications Engineer. Sleeves should penetrate the wall a minimum of 3 inches. Ream each end of conduit and fit with insulated bushing.
9. **Primary Service Conduit Requirements (New Construction):**
 - a. The number of all primary service conduits will be determined by the **size and scope of each project. The items listed below are BASIC** requirements only and as the scope of the job increases, some or all of the items listed below may undergo major changes:
 - (1) Entrance conduits shall be rigid and shall be four (4) trade size 4. **A minimum** of two (2) conduits will be installed into the Telecommunications Room. Conduits shall be installed in the most direct route possible.
 - (2) Conduits shall be buried a minimum of 36 inches below finish grade.
 - (3) Conduits shall be encased in slurry for sections identified by RCIT Communications Bureau Telecommunications Engineer as no traffic or low risk.
 - (4) Conduits shall be encased in 2,000 PSI concrete for sections not identified in section 5a3.
 - (5) Tracer tape shall be installed the entire conduit length. Tracer tape shall be 12 inches wide, flat, and metallic and shall be installed 12 inches above concrete encasement. Tape shall be imprinted with the words "WARNING — FIBER OPTIC CABLE" spaced at a minimum of 24 inches on center.
 - (6) No more than the equivalent of two (2) 90-degree sweeps shall be installed without the addition of a pull box, vault, or maintenance hole, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer.
 - (7) Conduit runs in excess of 500 feet shall have a pull box, vault, or maintenance hole installed, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer. All bends shall have a minimum-bending radius of 10

times the diameter of the conduit.

- (8) All four-inch conduits should have a minimum 1/4 inch nylon pull rope. All four-inch conduits over 400 feet should have a minimum 3/8-inch nylon pull rope. The size and requirements of pull boxes, vaults, or maintenance holes can only be determined by the scope of the project and will be defined by the RCIT Communications Bureau Telecommunications Engineer.

E. CABLE TRAYS:

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

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

1. Work Area Outlets

Definition: Work Area Outlet (WAO) — consists of a telecommunications faceplate and its component (s) — what telephones and PC's are plugged into at a user's desk location or work area.

- 1.2. Furniture communications outlet openings shall accommodate the installation of an industry-standard, single gang faceplate, with a minimum opening of 2 inches by 3 inches.

- 1.2.1. Two (2) factor or field-installed threaded openings shall be provided for single gang faceplate mounting and shall accommodate a 10x22 screw.

- 1.3. Furniture communications outlet openings shall provide a minimum mounting depth of 44.5 mm (1.75 in).

- 1.4. Extender plates shall be provided for WAO's (Work Area Outlet's) within furniture system — one for each workstation space, fax location, and printer location.

- 1.4.1. Extender plates shall be a minimum 7/8 inch deep.

2. Cabling Pathways

2.1. Furniture pathways shall have capacity for a minimum of (12) communications cables with an outside diameter of .25 inches and not exceed 40% of pathway capacity.

2.1.1. Remaining pathway capacity will be utilized to accommodate future moves, adds, and changes (MAC's).

2.1.2. This requirement applies to ALL areas of the furniture pathway INCLUDING corners, panel to panel pathways, etc.

2.1.3. Consideration will include space used in furniture for connecting hardware.

2.2. Furniture system shall completely conceal all communications cabling in all cabling pathways.

2.3. Entire communications cabling pathway shall contain a continuous and rigid support infrastructure within each panel.

2.4. When communications cabling pathways run parallel to electrical pathways:

2.4.1. A metallic barrier shall be provided (i.e. metallic divider, conduit, corrugated or solid) and shall be bonded to ground.

2.4.2. Electrical components shall not impede on communications cabling pathways so as to restrict in any way the fill requirements noted above.

2.5. The minimum size pathway shall not force the cable bend radius to be less than 25 mm (1 in) under conditions of maximum cable fill.

2.6. Metallic pathway edges shall utilize protective bushings.

2.7. All panels shall be equipped with at least one (1) of the following raceways and shall singularly conform to all of the above noted cabling pathway requirements:

2.7.1. Base Raceway

2.7.2. Top Raceway

3. Furniture In-Feeds

3.1. Furniture in-feeds shall have capacity for a minimum of (12) communications cables with an outside diameter of .25 inches and not exceed 40% of pathway capacity.

- 3.1.1. Remaining pathway capacity will be utilized to accommodate future moves, adds, and changes (MAC's).
 - 3.1.2. Consideration will include space used in furniture for connecting hardware.
- 3.2. Furniture in-feeds shall have the ability to provide for separate entry points for power and communications cabling.
 - 3.2.1. Where entry points are closer than 6 inches, a physical / mechanical barrier shall be provided to separate cabling entry points.
- 3.3. Metallic in-feed edges shall utilize protective bushings.
- 3.4. One furniture in-feed shall be provided for every four (4) WAO's (Work Area Outlets).
- 3.5. Placement of furniture in-feeds shall be coordinated and verified by County IT.

EXHIBIT G

MEDIATION PROCEDURES

Landlord or Tenant shall provide 30 days written notice to the other party of the desire to mediate. The mediation shall be conducted in Riverside County, California. Landlord and Tenant shall choose a mutually agreeable mediator within fifteen days of notice of the desire to mediate and shall thereafter attend the mediation in good faith. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation fees will be divided evenly between parties. By agreeing to mediate, the parties are not waiving their right to a jury trial or to bypass the mediation process and directly pursue remedies in law or equity.

The parties recognize that mediation proceedings are settlement negotiations, and that all offers, promises, conduct and statements, whether written or oral, made in the course of the proceedings, are inadmissible in any arbitration or court proceeding, to the extent allowed by applicable state law. The parties agree to not subpoena or otherwise require the mediator to testify or produce records, notes or work product in any future proceedings, and no recording or stenographic record will be made of the mediation session. Evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation session. In the event the parties do reach a settlement agreement, the terms of that settlement will be admissible in any court or arbitration proceedings required to enforce it, unless the parties agree otherwise. Information disclosed to the mediator in a private caucus shall remain confidential unless the party authorizes disclosure.

If mediation is unsuccessful, either the Landlord or the Tenant may file litigation or any other legal action or proceeding pursuant to California law.

EXHIBIT H

WORK LETTER AGREEMENT FOR DEVELOPMENT OF PROJECT - TERMS AND CONDITIONS ("Work Letter")

This Work Letter is attached to and incorporated into the Facilities Lease and also makes reference to that certain Ground Lease dated concurrently with the Facilities Lease, between the County of Riverside, as Ground Lessor, and Landlord, as Ground Lessee (the "**Ground Lease**").

1. **Definitions.** As used in this Work Letter, the Ground Lease and Facilities Lease, the following terms shall have the following meanings:

1.1 "**ADA**" includes the Americans with Disabilities Act of 1990, as amended from time to time, all other federal and state disability laws as amended from time to time, and regulations promulgated under any of the foregoing.

1.2 "**Additional Agreement**" is defined in the Indenture.

1.3 "**Additional Rent**" is defined in Facilities Lease Section 5.

1.4 "**Alterations**" is defined in Facilities Lease Section 11.

1.5 "**Annual Facility Budget**" is defined in Facilities Lease Section 8.6.1.

1.6 "**Applicable Percentage**" is defined in Facilities Lease Section 6.2.

1.7 "**Applicable Requirements**" is defined in Facilities Lease Section 11.1.

1.8 "**Architectural Design Exhibits**" and "**French Valley Architectural Design Exhibits**," "**Meniffee Architectural Design Exhibits**" and "**Desert Hot Springs Architectural Design Exhibits**" is defined in the Facilities Lease.

1.9 "**Authority**" means the California Enterprise Development Authority.

1.10 "**Architect**" means CannonDesign, the architect for the Project selected by the Design-Builder and approved by Landlord under the Design-Build Agreement.

1.11 "**Base Building Systems**" is defined in Facilities Lease Section 2.5.

1.12 "**Board**" or "**Board of Supervisors**" means the County Board of Supervisors.

1.13 "**Bonds**" is defined in Facilities Lease Recital J.

1.14 "**Bond Financing Documents**" means the Indenture, Lease Assignment Agreement, Design-Build Agreement and Design-Build Assignment, Project Manager Agreement and Project Manager Assignment, Property Management Agreement and Property Management Assignment, and _____ entered into in connection with the issuance of the Bonds.

1.15 “**Budgeted Operating Expenses**” is defined in Facilities Lease Section 8.4.

1.16 “**Capital Expenses**” is defined in Facilities Lease Section 8.10.

1.17 “**Capitalized Interest Period**” is defined in the Facilities Lease.

1.18 “**Construction Contracts**” means collectively (i) the Design-Build Agreement and (ii) all other contracts for design or construction services entered into between Landlord and a Contractor for design or construction of Improvements comprising the Project or any other portion of the Project not covered by the Design-Build Agreement.

1.19 “**Construction Documents**” means the Construction Drawings and Detailed Specifications approved by Landlord, attached as **Exhibit H-3** with Tenant’s concurrence, for construction of the Project, including technical drawings, schedules, diagrams, plans and specifications setting forth in detail the requirements for construction of the Project and providing information customarily required for the use of the building trades.

1.20 “**Construction Drawings**” means Drawings setting forth in detail all of the requirements for the construction of the Project to be attached hereto as **Exhibit H-3** upon completion and mutual approval of same by Landlord and Tenant. As used herein, “**Drawings**” include all graphic and pictorial documents depicting all of the design, location and dimensions of the elements of the Project and include plans, elevations, sections, details, schedules and diagrams for the Project, all of which shall be consistent with the Project Requirements.

1.21 “**Construction Failure**” is defined in Facilities Lease Section 5.2.

1.22 “**Continuing Rights**” is defined in Ground Lease Section 2.2.

1.23 “**Contract Documents**” means the Design-Build Agreement, Construction Documents, and the other documents identified as Contract Documents in the Design-Build Agreement.

1.24 “**Contractors**” means the Design-Builder and all subcontractors, material suppliers, fixture, furnishings and equipment vendors, the Architect and any surveyors, engineers, project design consultants and any other third party consultants with whom Design-Builder or Landlord (directly or indirectly) contracts for the Project.

1.25 “**County**” means the County of Riverside, a political subdivision of the State of California.

1.26 “**County Standards**” means (i) the County of Riverside Economic Development Agency Real Estate Division General Construction Specifications for Leased Facilities attached to the Facilities Lease as **Exhibit E**, and (ii) the specifications to be attached hereto as **Exhibit H-3**.

1.27 “**Design-Build Agreement**” means the Standard Form of Agreement between Owner and Design-Build – Lump Sum, DBIA Form 525, together with the Standard Form of General Certifications of Owner and Design-Builder, DBIA Form 535 and the Supplement to

Standard Form of Agreement between Owner and Design-Builder – Lump Sum, each dated _____, 2019, between Landlord and the Design-Builder for design, construction and equipping of the Project.

1.28 **“Design-Build Assignment”** means the Assignment of Agreement (Design-Build Agreement) dated _____, 2019 by Landlord and acknowledged by the Design-Builder.

1.29 **“Design-Builder”** means the Design-Builder for the Project selected by Landlord.

1.30 **“Detailed Specifications”** means all written detailed requirements for materials, equipment, construction systems, standards and workmanship for the construction of the Project to be attached hereto as **Exhibit H-3** upon completion and mutual approval of same by Landlord and Tenant.

1.31 **“Emergency Repair Situation”** is defined in Facilities Lease Section 7.5.

1.32 **“Environmental Laws”** means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes relating to the regulation or protection of human health, safety, the environment, and natural resources, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), and any similar or comparable state or local laws, including, without limitation, the California Hazardous Substance Account Act (California Health & Safety Code §§ 25300 et seq.), as such federal, state, and local laws exist as of the Effective Date and as amended in the future.

1.33 **“Excess Operating Expenses”** is defined in Facilities Lease Section 8.6.3.

1.34 **“Excluded Properties,”** as well as **“Excluded French Valley Property,”** **“Excluded Menifee Property”** and **“Excluded Desert Hot Springs Property,”** is defined in Ground Lease Section 2.3.

1.35 **“Expiration Date”** is defined in Facilities Lease Section 4.1.

1.36 **“Extraordinary Expenses”** is defined in the Facilities Lease.

1.37 **“Facilities Lease”** means that certain Facilities Lease Agreement between Landlord and Tenant, as amended from time to time.

1.38 **“FF&E”** means the fixtures, furnishings and equipment for the Project to be designed, procured and installed by Design-Builder and paid for by Tenant as provided in the Work Letter.

1.39 “**FF&E Account**” means the account by that name under the Indenture.

1.40 “**FF&E Budget**” means the agreed upon budget for FF&E Costs, as set forth in **Exhibit H-2** attached hereto and by this reference incorporated herein, as amended from time to time in accordance with this Work Letter.

1.41 “**FF&E Costs**” means the Landlord’s, Project Manager’s and Design-Builder’s fees and costs (as provided in this Work Letter) for designing, procuring and installing all FF&E items (including without limitation the purchase prices, delivery, taxes (if any) and freight for all FF&E items).

1.42 “**Final Acceptance**” means the Tenant’s written approval (not to be unreasonably withheld or delay) that each of the following items shall have occurred with respect to the Project:

1.42.1 The County of Riverside, through its Economic Development Agency, has issued certificate of occupancy (or its substantial equivalent) for the Project permitting Tenant to occupy and use the Library Improvements for each of the Libraries for their intended purposes as described in the Facilities Lease; provided, however, if the delay in the issuance of the final certificate of occupancy is attributable to the Tenant then this condition shall be deemed satisfied;

1.42.2 The Design-Builder shall have issued its “Affidavit of Payment of Debts and Claims” and “Contractor’s Affidavit of Release of Liens” (AIA Forms 706 and 706A) together with final waivers and releases of lien in form satisfactory to Landlord from Contractors and all major subcontractors who have performed work on the Project Site, including without limitation Architect and any Architect consultant or subconsultant;

1.42.3 All Punch List items shall have been completed;

1.42.4 The period for filing construction liens has expired and none have been filed or releases or discharges of construction liens in form and substance reasonably satisfactory to Tenant have been obtained by Landlord from all Contractors in accordance with all Construction Contracts and from such laborers, contractors and subcontractors performing material work on site as Tenant may reasonably require or Landlord shall have provided reasonably acceptable bonding for any such liens filed which Landlord intends to contest;

1.42.5 Architect shall have issued its “Certificate of Final Completion” and Tenant shall have received the certificate of any other architect or engineer requested by Tenant or the Design-Build Agreement;

1.42.6 Design-Builder shall have issued a certificate that (1) the Project has been finally completed in substantial accordance with the Contract Documents, and (2) no Hazardous Substances were incorporated into the Project;

1.42.7 Landlord shall have received and delivered to Tenant an endorsement to its Title Policy dated as of and issued on the date of Final Acceptance, which shall show that (1) no liens for labor or materials, whether or not of record, which may have arisen in connection

with the construction of the Project exist, and (2) show no additional exceptions to the Title Policy other than those approved by or arising through Tenant;

1.42.8 Landlord shall have delivered to Tenant its affidavit that the Design-Build Agreement and Construction Contracts for the Project required Design-Builder and the Contractors (including designers as applicable) under those contracts and their subcontractors to pay the prevailing wage as required by this Work Letter;

1.42.9 Landlord shall have submitted the initial applications, supporting documents and other materials needed to obtain the LEED Certification; and

1.42.10 Landlord shall have completed its obligations associated with the development of the Project and delivered all matters as to which Landlord was obligated to deliver at Final Acceptance.

1.43 **“Final Drawings and Specifications”** is the scope of work of the Project as will be set forth in **Exhibit H-3** once finalized.

1.44 **“Force Majeure Delay”** means any delay in the performance by any Party or the Design-Build Contractor of its obligations caused by strikes, lock-outs, governmental moratorium or other governmental or quasi-governmental agency or utility provider action or inaction (including, without limitation, failure, refusal or delay in issuing permits, approvals and/or authorizations or providing sign off on work), acts of God, riots, insurrection, war, terrorism, bioterrorism, fire, earthquake, inclement weather including unusual rain, flood or other natural disaster or casualty, unavoidable casualties, governmental embargo restrictions, subsurface and environmental conditions not reasonably identified by Landlord prior to the date of this Work Letter in the exercise of its commercially reasonable due diligence (or which would reasonably have been expected to have been identified by Landlord if Landlord had exercised commercially reasonable due diligence), or other causes beyond the reasonable control of Landlord or the Design-Build Contractor, which, after the exercise of due diligence to mitigate the effects thereof, delay construction of the Project. Force Majeure Delays are not delays resulting from (a) any Party’s or the Design-Build Contractor’s failure to comply with the terms and provisions of the Facilities Lease, this Work Letter or the Design-Build Agreement, or to exercise commercially reasonable due diligence, (b) increased prices, or (c) unavailability of funds. Force Majeure Delays will entitle Landlord and the Design-Build Contractor to an extension of Outside Completion Date, but will in no way entitle Landlord to additional compensation unless proven to be attributable to negligent acts or omissions of the Tenant (other than any increase to Total Project Costs resulting from any such Force Majeure Delays).

1.45 **“Ground Lease”** means that certain Ground Lease Agreement between Ground Lessor and Ground Lessee, as amended from time to time.

1.46 **“Ground Lessee”** means CFP Riverside, LLC, a Minnesota nonprofit limited liability company. See also Landlord.

1.47 **“Ground Lessor”** means the County. See also Tenant.

1.48 **“Ground Lessor Contamination”** is defined in Ground Lease Section 32.

1.49 “**Hazardous Substances**” means any material, waste, substance, industrial waste, toxic waste, chemical contaminant, petroleum, asbestos, polychlorinated biphenyls, radioactive materials or other substances regulated or classified by Environmental Laws as hazardous, toxic or lethal to persons or property.

1.50 “**Indenture**” means the Indenture of Trust, dated as of _____, 2019, between the Authority and Trustee, pursuant to which the Authority will cause the issuance of the Bonds.

1.51 “**Landlord**” means CFP Riverside, LLC, a Minnesota limited liability company. See also Ground Lessee.

1.52 “**Laws**” means any constitution, statute, ordinance, regulation, rule, resolution, judicial decision, administrative order or other requirement of any federal, state, Tenant, municipal or other governmental agency or authority having jurisdiction over the Parties or the Premises, including without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities) and all rules, laws and regulations issued thereunder, as the same may be amended from time to time.

1.53 “**Lease Year**” is defined in Facilities Lease Section 4.1.

1.54 “**Lease Assignment Agreement**” means the Lease Assignment Agreement, dated _____, 2019 from the Landlord to the Trustee.

1.55 “**Leases**” means the Ground Lease and the Facilities Lease.

1.56 “**Leased Premises,**” as well as “**French Valley Leased Premises,**” “**Meniffee Leased Premises**” and “**Desert Hot Springs Leased Premises,**” is defined in Facilities Lease Recital A and the Ground Lease.

1.57 “**Legal Requirements**” means all requirements relating to land and building design and construction (including those specifically applicable to Tenant’s contemplated use of the Premises), including, without limitation, planning, zoning, subdivision, environmental, air quality, flood hazard, fire safety, accessibility, and other governmental approvals, permits, licenses and/or certificates as may be necessary from time to time to comply with all the foregoing and other applicable statutes, rules, orders, regulations, laws, ordinances, and covenants, conditions and restrictions, which now apply to and/or affect the design, construction, existence, intended use, operation and/or occupancy of the Premises; provided, however, in all events, Landlord shall only be responsible for compliance with Legal Requirements relative to the design, construction, equipment, operations and maintenance of the Premises, and Tenant shall be responsible for compliance with Legal Requirements pertaining to Tenant’s use and/or occupancy of the Premises.

1.58 “**Library Improvements**” is defined in the Ground Lease and **Exhibit H-3**.

1.59 “**Library Improvements Completion Date**” is the actual date Substantial Completion of the Library Improvements has occurred pursuant to the terms of the Facilities Lease.

1.60 **“Library System”** means the Riverside County Library System.

1.61 **“Lump Sum Price,”** or **“LSP,”** means the lump sum cost for final design and construction for the Project, as guaranteed by the Design-Builder pursuant to the terms of the Design-Build Agreement. The Lump Sum Price is paid by Landlord. Tenant is not responsible for the payment of the Lump Sum Price.

1.62 **“Off-Premises Improvements”** means the Project facilities, improvements and other work (if any) located on the Excluded Properties (if any).

1.63 **“Operating Contingency Fund”** is defined in the Facilities Lease.

1.64 **“Operating Expenses”** is defined in Facilities Lease Section 8.4.

1.65 **“Optional Prepayment Date”** is defined in Facilities Lease Section 6.1.

1.66 **“Outside Completion Date”** means September 1, 2021, the date Landlord is required to achieve Substantial Completion of the Project as set forth in the Project Schedule set forth in **Exhibit D**. The parties acknowledge that the Outside Completion Date includes a sixty (60) day contingency period or extension period from the estimated date of Substantial Completion as set forth in the Project Schedule. To deliver the Project by the Outside Completion Date, Landlord must achieve Substantial Completion of the Project as defined in **Exhibit H**.

1.67 **“Party”** and **“Parties”** are defined in the Leases.

1.68 **“Permits”** means all land use approvals, permits and approvals required for construction of the Project, and shall expressly exclude all approvals and permits related to Tenant’s use and occupancy of the Premises.

1.69 **“Permitted Use”** is defined in the Ground Lease.

1.70 **“Pre-Existing Contamination”** is defined in Ground Lease Section 32.

1.71 **“Premises,”** as well as **“French Valley Premises,”** **“Meniffee Premises”** and **“Desert Hot Springs Premises,”** is defined in the Facilities Lease.

1.72 **“Project Schedule”** means the agreed upon schedule for development, design, construction and equipping of the Project set forth in **Exhibit D**, as amended from time to time in accordance with this Work Letter, provided, however, that in no event shall the Project Schedule provide for Substantial Completion of the Project to occur later than the Outside Completion Date.

1.73 **“Project”** is defined in Ground Lease Recital M, and Facilities Lease **Exhibit H-3**.

1.74 **“Project Budget”** means the agreed upon budget based upon the estimated Project Costs for development, design and construction of the Project (excluding FF&E Costs),

calculated based on the estimated costs for the approximately 25,000 square foot French Valley Library, approximately 20,000 square foot Menifee Library and approximately 15,000 square foot Desert Hot Springs Library, other Library Improvements and Off-Premises Improvements, as set forth in Exhibit H-1 attached hereto and by this reference incorporated herein, as amended from time to time in accordance with this Work Letter.

1.75 **“Project Contingency”** means a contingency or reserve line item in the Project Budget for unknown Project Costs, as identified in Exhibit H-1.

1.76 **“Project Costs”** means all costs for the completion of the development, planning, entitling, designing, building, financing, and equipping of the Project, including without limitation all Library Improvements, including all demolition costs, all site work and offsite work, including utility relocation and installation and connection of utility lines and equipment (including transformers, meters and the like) as required to serve the Project, all roadway improvements (if any), sidewalks, drive aisles, parking areas, curbing, exterior lighting and landscaping and related equipment, all application, plan check, permit and impact fees (excluding FF&E Costs to be paid by Tenant to Landlord separately as provided in this Work Letter), all costs of architectural services provided by the Architect, all other professional design and other services provided by Contractors or other professionals engaged by Landlord or the Design-Builder, costs of reproductions of plans, specification, reports, manuals and similar materials, all amounts paid to Design-Builder under the Design-Build Agreement including all labor, material, and equipment used or incorporated in such design and construction, all amounts paid to other Contractors and subcontractors, if any, under any other Construction Contract or subcontract entered into by Landlord upon the written approval of Landlord, including all labor, material, equipment used or incorporated in such design and construction, services provided by engineers, environmental consultants, surveyors and other professionals and consultants retained by Landlord in connection with the Project, reasonable travel costs incurred by Landlord in connection with the performance of its services under this Work Letter, including, but not limited to reasonable mileage charges, meals and lodging, Landlord’s overhead allowance, Landlord’s fees (including Landlord’s development fees and any performance fee, if any), commissions, and reimbursement to Landlord for advancing certain Project Costs, insurance costs including insurance premiums and deductibles, applicable state and local retail sales taxes, financing fees, costs and interest, but specifically excluding furniture, furnishings, fixtures, equipment, art, signage, way finding, audio and visual equipment, security, cabling,

1.77 **“Project Manager”** means Omni West Group, Inc., in its capacity as project manager under the Project Manager Agreement.

1.78 **“Project Manager Agreement”** means the Project Manager Agreement, dated _____, 2019, between the Landlord and the Project Manager, a copy of which is attached to the Facilities Lease as Exhibit I.

1.79 **“Project Manager Assignment”** means the Assignment of Agreement (Project Manager Agreement), dated _____, 2019 by Landlord and acknowledged by the Project Manager.

1.80 **“Project Requirements”** means the Architectural Design Exhibits, County Standards, Legal Requirements related to development and completion of the Project and any other requirements for the Project specifically agreed to by Tenant and Landlord.

1.81 **“Property”** and **“Properties,”** as well as **“French Valley Property,”** **“Meniffee Property,”** **“Desert Hot Springs Property”** is defined in the Ground Lease.

1.82 **“Property Manager”** means Omni West Group, Inc., in its capacity as property manager under the Property Management Agreement.

1.83 **“Property Manager Assignment”** means the Assignment of Agreement (Property Manager Agreement), dated _____, 2019 by Landlord and acknowledged by the Property Manager.

1.84 **“Property Management Agreement”** means the Management Agreement for Real Property, dated _____, 2019, between the Landlord and the Property Manager, a copy of which is attached to the Facilities Lease as **Exhibit J**.

1.85 **“Purchase Option”** and **“Partial Purchase Option”** are defined in the Facilities Lease.

1.86 **“Punch List”** means a list of items required to be completed prior to Final Acceptance that are minor items which do not affect Tenant’s ability to use the Premises for the intended uses.

1.87 **“Operations and Maintenance Account”** is defined in the Facilities Leases.

1.88 **“Rent Commencement Date”** is defined in the Facilities Lease.

1.89 **“Schedule of Performance”** means the Project Schedule set forth in **Exhibit D**.

1.90 **“Site”** or **“Project Site”** is defined in the Ground Lease.

1.91 **“Site Plans”** and **“French Valley Site Plan,”** **“Meniffee Site Plan”** and **“Desert Hot Springs Site Plan”** is defined in the Ground Lease.

1.92 **“State”** means the State of California.

1.93 **“Substantial Completion”** or **“substantially complete”** shall mean that each of the following events shall have occurred with respect to the Project:

1.93.1 Landlord shall have notified Tenant in writing when the Project is Substantially Complete in substantial accordance with the Contract Documents, subject only to the completion of normal Punch List items (or as otherwise agreed by Tenant);

1.93.2 Architect shall have issued its “Certificate of Substantial Completion” (AIA Document G704) stating that the work under the Design-Build Agreement is sufficiently complete in substantial accordance with the Contract Documents;

1.93.3 Each of the County of Riverside, through its Economic Development Agency, the City of Menifee, and the City of Desert Hot Springs, has issued a final or temporary certificate of occupancy or other approval for the French Valley Library Improvements, Menifee Library Improvements and Desert Hot Springs Library Improvements, respectively (such as final sign-off by the applicable building inspector(s)) sufficient for occupancy of the French Valley Leased Premises, Menifee Leased Premises and Desert Hot Springs Leased Premises, respectively).

1.93.4 Landlord has obtained the Fire and Life Safety permit(s) from the applicable City or County Fire Departments who have also issued their approvals for occupancy such that Tenant is permitted to and could, pursuant to such issued Fire and Life Safety permits and certificates of occupancy or comparable approval, physically occupy the French Valley Leased Premises, Menifee Leased Premises and Desert Hot Springs Leased Premises.

1.93.5 [omitted]

1.93.6 The Design-Builder shall have executed a "Certificate of Substantial Completion" in a form satisfactory to Landlord;

1.93.7 [omitted]

1.93.8 Tenant shall have accepted the Project as Substantially Complete (which acceptance shall not be unreasonably withheld, conditioned or delayed and will presumptively be granted if items 1.93.1 through 1.93.6 have been satisfied), subject to completion of the Punch List items agreed upon by Tenant and items and activities required for the LEED Certification; and

1.93.9 Landlord shall have caused Noticed of Completion under California Civil Code Section 3093 to be recorded for each of the French Valley Leased Premises, Menifee Leased Premises and Desert Hot Springs Leased Premises; and

1.93.10 The Project has been constructed and equipped in substantial accordance with the Contract Documents and: (a) all elements required for the functioning of the Project are operational and in good working order and condition including satisfying applicable ADA building requirements, as well as regulations adopted thereunder; (b) all facilities are weather tight and waterproof; (c) the fire and life safety systems within the Project are operational and in good working order and condition; (d) [omitted]; (e) the mechanical and electrical systems, including but not limited to the HVAC system, have been individually tested and verified that they are in good working order and able to support the intended uses of the Project by the Tenant, and have been tested to assure that the Project systems operate on an integrated basis; (f) all FF&E has been installed and all equipment including therein has been tested and determined to generally work as intended; (g) the finish work has been substantially completed, including, but not limited to public lobby, HVAC, plumbing, fire and life safety, sprinkler and electrical systems, doors, partitions, cabinetry, carpet and base, including removal of all construction debris; and (h) all roadway improvements, site utilities, sidewalks and landscaping have been substantially completed and construction barricades and equipment have been removed, except

in each case minor Punch List items which do not materially affect use and occupancy of the Project for its intended use by Tenant.

1.94 **“Taxes and Assessments”** is defined in Facilities Lease Section 2.6.

1.95 **“Tenant”** means the County. See also Ground Lessor.

1.96 **“Tenant-Caused Delay”** means any period of delay in the overall progress of design, construction, and completion of the Project that is (i) caused by Tenant-initiated change orders to the Design-Build Agreement, (ii) caused by Tenant-initiated changes to the Construction Documents, (iii) caused by Tenant’s failure to approve, disapprove, decide, or otherwise respond to, Landlord with respect to a particular item for which Tenant’s response is required hereunder or under the Design-Build Agreement, or (iv) due to Tenant’s failure to deliver plans, information, specifications, or other information within the time frames required under this Work Letter or arising out of any interference or other acts or omissions of Tenant. However, a Tenant Caused Delay shall not include: (x) delay to the extent caused by Landlord’s or Design-Builder’s failure to provide, within the time frames allowed hereunder, architect’s certifications, progress completion certifications, copies of change orders and supporting documentation, shop drawings, schedules, costs, invoices, job progress reports, or other documents or information which Tenant is entitled to receive hereunder or which is reasonably requested by Tenant in connection with any such decision or response, or (y) delay to the extent caused by the existence of reasonable cause to suspect that design or construction of the Project or any other services provided by Landlord hereunder have not been performed in accordance with Contract Documents or Construction Documents and other requirements hereunder, in which case Tenant-Caused Delay shall not include the amount of additional time reasonably needed by Tenant to determine whether such design or construction or other services conform to all requirements hereunder.

1.97 **“Title Policies”** shall mean any leasehold policy of title insurance issued to Landlord upon its acquisition of a leasehold interest in the Leased Premises pursuant to the Ground Lease or closing of the financing for the Project, and any lender’s policy of title insurance issued to Landlord’s Lender (Trustee) upon the recording of the Lease Assignment Agreement with respect to the Leased Premises in favor of the Lender (Trustee).

1.98 **“Total Project Costs”** shall mean the total final Project Costs set forth in the Project Budget , and subject to Tenant change orders.

1.99 **“Trustee”** means U.S. Bank National Association, as trustee under the Indenture, or any successor national bank or other financial institution with trust powers selected by Landlord to serve as the bond trustee under the Indenture or any duly authorized successor thereto appointed pursuant to the Indenture.

1.100 **“Utility Costs”** is defined in Facilities Lease Section 10.

1.101 **“Utility Lines”** is defined in Ground Lease Section 7.3.

1.102 **“Warranty Period”** means the various warranty periods as defined in each systems warranty provided for the Project.

1.103 “**Work Letter**” is this Work Letter, including all exhibits, as amended from time to time.

2. **Duty to Develop.** Promptly following execution of the Leases, Landlord, at its sole expense (except for FF&E Costs as provided herein), shall plan, entitle, permit, design, construct, equip, operate and maintain, or cause to be planned, entitled, permitted, designed, constructed, equipped, operated and maintained, upon the Premises and (as applicable) Excluded Properties, the Project, including without limitation all buildings, FF&E, parking facilities, roadways, landscaping, walkways, and utility improvements in accordance with the Project Requirements all the terms and conditions of the Facilities Lease and the parties’ agreed upon design, plans and specifications of the Project. Design of the Project shall commence at such time as the Design-Build Agreement is finalized and complete. Actual construction and equipping of the Project shall commence at such time as Landlord has obtained the required approvals from all governmental and regulatory agencies, including the required Permits to commence construction activities on any portion of the Project Site. In order to assure timely communications between Landlord and Tenant during the design, construction and equipping process, any notice from Landlord to Tenant requiring or permitting a response by Tenant, shall specify the outside date by which Tenant’s response must be received to be effective, which response date shall not be less than five (5) business days. Should the Tenant need additional time to adequately respond to such notice, then Tenant shall inform Landlord of the need for additional time within such five (5) business day period. Landlord shall use commercially diligent efforts to achieve Substantial Completion of the Project by the date set forth in the Project Schedule. No less than twenty (20) days before commencing construction activities on any portion of the Project Site, Landlord shall give Tenant written notice thereof so that Tenant can post Notices of Non-Responsibility.

3. **Diligent Efforts; Relationship of the Parties.** Landlord accepts the relationship of trust and confidence established with Tenant by the Facilities Lease and this Work Letter and agrees that in providing the services and work set forth in this Work Letter, Landlord shall use its diligent efforts and shall furnish its best skill and judgment and shall cooperate with, coordinate, manage, direct and oversee, the Design-Builder, Architect, all other Contractors, all other engineers, design consultants, managers and other persons retained in connection with the design, permitting, development and construction of the Project so as to cause Substantial Completion of the Project in an expeditious and economic manner consistent with the best interests of Tenant, and otherwise in a good and workmanlike manner and in substantial accordance with the Contract Documents, on or before Outside Completion Date, free and clear of all liens. Landlord shall perform its services in accordance with the terms of the Facilities Lease and this Work Letter.

4. **Project Budget; Final Drawings and Specifications; Project Contingency.** The Project Budget, which sets forth a detailed itemization and category of all estimated Project Costs (excluding FF&E Costs), including Project Contingency based on a five percent (5%) of the estimated Total Project Costs, is attached hereto as **Exhibit H-1**. After completion of the design, Landlord shall provide the Final Drawings and Specifications, as set forth in Section 7.5.1 of this Work Letter.

4.1 Project Contingency. Landlord shall be fully entitled to draw upon the Project Contingency line item of the Project Budget and use the Project Contingency in its entirety, if necessary to pay Project Costs. Tenant shall enter into the Ground Lease and the Facilities Lease, but shall not be responsible for any financing for the Project nor shall Tenant be a guarantor or signatory in connection with any financing for the Project. If upon completion of the Project a surplus of funds exists in the Project Budget or Project Contingency and/or there are any savings based on actual costs for the developing, planning, entitling, designing, equipping and constructing the Project, such amounts shall be applied as otherwise provided in the Facilities Lease.

4.2 Use of Project Contingency. The amounts set forth in the various line items of the Project Budget are estimates only of Project Costs to be incurred. Throughout the timeline of the Project and the course of construction, to the extent the actual Project Costs in any line item of the Project Budget exceed the amount shown for such line item, Landlord shall first allocate amounts in other line items, in which the known actual Project Costs shall have been less than the amount in the Project Budget, to the line item in which the excess actual Project Cost(s) has occurred. Following the allocation by Landlord as set forth in the preceding sentence with respect to all line items, except Contingency, Landlord shall be fully entitled to draw upon the Contingency line item of the Project Budget and use the Project Contingency in its entirety, if necessary to pay the actual Project Costs and any line item cost overruns.

4.3 Final Acceptance. Upon Final Acceptance, Landlord shall provide Tenant with an accounting of the actual Total Project Costs. Any surplus shall be applied as otherwise provided in the Facilities Lease.

5. Inspection of Premises. Tenant, through its duly authorized agents, shall have, at any time, the right to enter the Premises for the purpose of inspecting, monitoring and evaluating the obligations of Landlord hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this Work Letter.

6. Contracts. Landlord shall enter into Contract Documents directly with the Design-Builder and other Project vendors as needed.

7. Preconstruction Obligations; FF&E. Landlord shall be responsible for and take all actions reasonably necessary to occur to ensure the design and development of the Project including, but not limited to:

7.1 Construction Services. Landlord shall contract directly with all Contractors used to satisfy Landlord's obligations under this Work Letter. Landlord shall cause all Contractors to be paid in a timely fashion such that no liens are recorded against the Premises. Landlord shall be solely responsible for all services and work performed in relation to the Project whether by Landlord or Contractors. Landlord shall provide all management oversight of the Design-Builder and any other Contractor engaged directly by Landlord and shall complete all necessary contracts and agreements with the Design-Builder and other Contractors to ensure proper completion of the Project on time and prior to the Outside Completion Date. Landlord shall be fully responsible for any costs exceeding the Project Budget.

7.2 Final Drawings and Specifications. Landlord shall cause the Design-Builder to cause the Architect to prepare the Construction Drawings and Detailed Specifications for the Project for Landlord's review and Tenant's approval, which shall be consistent with the Architectural Design Exhibits and all previously approved designs, and following approval thereof shall be attached hereto as Exhibit H-3. The intention of the parties is to cooperate in good faith to provide a completed design which meets the mutual objectives of the parties, all Legal Requirements and is consistent with all Project Requirements and the building quality reflected therein. The Final Drawings and Specifications for the Project shall include, at a minimum, all mutually approved architectural services as may be necessary to provide Construction Documents for the Project.

7.3 Final FF&E Items and Payment. Landlord shall cause the Design-Builder to design, procure, and install the FF&E. Landlord shall also cause the Design-Builder to design and propose final FF&E items, and provide an estimated payment schedule for all FF&E Costs, for Landlord's review and Tenant's approval. The final FF&E items shall include, at a minimum, the items identified on Exhibit H-2A (Preliminary List FF&E Items) with an initial estimated total FF&E Budget of \$5,000,000 and consistent with the FF&E Budget which is attached hereto as Exhibit H-2. The final list of FF&E items and an estimated payment schedule shall be attached hereto as Exhibit H-4 upon completion and mutual approval of same by Landlord and Tenant. Costs charged by the Landlord, Project Manager and Design-Builder and other Contractor's costs for designing, procuring and installing FF&E shall not exceed the amounts charged for other similar or comparable Project work. The total FF&E Cost shall not exceed the FF&E Budget without Tenant's approval, which may be withheld for any reason in Tenant's sole discretion. County shall deliver \$5,000,000 (or other agreed amount), plus any agreed FF&E Budget increase, to the Trustee for deposit into the FF&E Account, to be held and administered by the Trustee pursuant to Indenture Section 3.04(c) and Exhibit C-3 thereof, and this Section 7.3. Notwithstanding any provision of this Work Letter or the Indenture, Landlord may not requisition or utilize any portion of the FF&E Account until mutual approval of the Construction Drawings and Detailed Specifications as provided in Section 7.2 above. If upon completion of the Project a surplus of funds exists in the FF&E Account, such amounts shall be applied as otherwise provided in the Facilities Lease. Subject only to Tenant's payment of FF&E Costs as required, FF&E will at all times be and remain Tenant's property.

7.4 ADA Compliance. The Design-Build Agreement and each design contract shall include a provision requiring that upon Substantial Completion of that portion of the work covered by that design contract, the work and the portion of the Project as designed or engineered shall comply with the ADA.

7.5 Tenant's Review. Tenant may participate in any and all design meetings with Design-Builder, Landlord, Architect, and other design professionals as appropriate in the course of the development of the final drawings and specifications and all Construction Documents in order to facilitate the approval of such Construction Documents in accordance with the terms of this Work Letter. Landlord shall submit to Tenant, and Tenant shall promptly review, the Final Drawings and Specifications to be set forth in Exhibit H-3, which consist of all Construction Drawings and Detailed Specifications submitted in accordance with this Work Letter and shall give Landlord written notice within thirty (30) business days following its receipt of the Construction Drawings and Detailed Specifications, of its approval or disapproval thereof,

specifying in the case of its disapproval, its reason therefor. Tenant shall have the right to disapprove such Construction Drawings and Detailed Specifications which (i) do not meet the Project Requirements, (ii) do not comply with Legal Requirements, (iii) with respect to drawings, are not consistent developments of the previous drawings approved by Tenant, or (iv) propose changes in work or materials that would result in a material change in appearance or diminution in quality of the Project.

7.5.1 If objections or comments are submitted in writing within the time frame and in accordance with the requirements set forth in the preceding subsection, Landlord shall cause the Architect to make changes in the Construction Drawings and/or Detailed Specifications consistent with reasonable objections or comments made by the Tenant and shall resubmit the same to Tenant in accordance with the foregoing schedule for further review. The process of resubmittal and review shall continue until the submittals have been approved by all the parties. The final Construction Drawings and Detailed Specifications setting forth in detail the requirements for the construction of the Project which have been approved by Tenant are called the Construction Documents. There shall be no material change in the Construction Documents except as set forth in Section 17 below.

7.6 Permit and Construction Documents. Landlord shall cause the Design-Builder to cause the Architect and other design professionals to prepare Construction Documents as required for submittal of the application for building permits and other permit applications as required for construction of the Project by Design-Builder and other Contractors.

7.7 Permits. Landlord shall obtain all Permits necessary to construct the Project through the County of Riverside, through its Economic Development Agency and the Department of Environmental Health, the Cities of Menifee and Desert Hot Springs (fire department permits only for the cities), the Riverside County or applicable City Fire Department, and all other agencies and quasi-governmental agencies and utility providers from which approvals and permits are required to commence and complete the Project. Tenant shall have at least five (5) business days to respond to any requests by Landlord for review and approval by Tenant. In the event that Tenant's review shall take more than thirty (30) days to review any Permit application Landlord submits to Tenant, Tenant shall provide notice to Landlord pursuant to Section 2 of this Work Letter. Tenant shall join in any application for Permits, where required, at the expense of Landlord as part of Project Costs. Landlord shall pursue issuance of such Permits with all due diligence and Tenant shall diligently cooperate with Landlord to provide input to and provide approvals for issuance of the Permits. All costs associated with issuance of the Permits, including the cost of any required Off-Premises Improvements, shall be included in the Project Budget and as part of Project Costs unless mutually agreed upon in writing by the Parties.

7.8 Architect. Landlord shall cause the Design-Builder to oversee all design work done by Architect and other design professionals for the design and development of the Project. Landlord shall expeditiously review design documents during their development and Landlord shall advise Tenant on proposed site use and improvements, selection of materials, building systems and equipment and methods of Project delivery. Landlord shall consult with Tenant regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

7.9 Administrative Lot Splits/Parcel Maps. If not completed by the Effective Date, Landlord shall take all actions required to obtain administrative lot splits or new parcel maps of the French Valley Property, Menifee Property and Desert Hot Springs Property, to confirm the final French Valley Leased Premises, Menifee Leased Premises and Desert Hot Springs Leased Premises, respectively, as part of Project Costs. Tenant will reasonably cooperate with those efforts.

8. Leed Certification. Landlord shall obtain a Leadership in Energy and Environmental Design – NC 2009 (“LEED”) Silver certification from the U.S. Green Building Council (“USGBC”) for the Project (“LEED Certification”). Tenant acknowledges that the design decisions made by it will have an impact on the LEED certification received and will work in good faith with Landlord when making those decisions to consider their potential impact on achieving the required LEED Certification. Landlord shall keep Tenant apprised throughout the design process of any design decisions that may affect the LEED Certification for the Project and with respect to any preliminary determinations made by the USGBC with respect to the LEED certification of those facilities and improvements. It is anticipated that the final determination by the USGBC of the LEED certification of the Project will not occur until after Final Acceptance. Landlord shall use commercially reasonable, good faith and diligent efforts to obtain the LEED Certification no later than one hundred eighty (180) days after Final Acceptance.

9. Construction and Procurement Management Services. Landlord shall provide Tenant with all construction administration and construction management services necessary or desirable to cause Substantial Completion of the Project on or before the Outside Completion Date, all in a good and workmanlike manner and in substantial accordance with the Contract Documents, including, without limitation, the following:

9.1 Landlord shall notify Tenant of any Project schedule issues that may impair Landlord’s ability to substantially complete the Project prior to the Substantial or Outside Completion Date.

9.2 Landlord shall consult with the Tenant regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

9.3 Landlord shall cause the Design-Builder to establish the assignment of responsibilities for temporary utility facilities and equipment, materials and services for common use of the Contractors. Landlord shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

9.4 Landlord shall cause the Design-Builder to review the Construction Documents as required to provide that (1) the work of the Contractors is coordinated; (2) all requirements for the Project have been assigned to the appropriate Construction Contract; (3) the likelihood of jurisdictional disputes has been minimized; and (4) proper coordination has been provided for sequenced construction.

9.5 Landlord shall cause the Design-Builder to design, procure and install all FF&E in a prompt and efficient manner consistent with proper procurement practices.

9.6 Landlord shall require Design-Builder to prepare all schedule updates required by the Design-Build Agreement, and promptly provide copies to Tenant.

9.7 Landlord shall work with the Design-Builder to expedite and coordinate the ordering and delivery of materials and FF&E requiring long lead times.

9.8 Landlord shall select and coordinate the professional services of surveyors, special consultants, testing laboratories, and commissioning agents required for the Project.

9.9 Landlord shall cause the Design-Builder to provide an analysis of the types and quantities of labor required for the Project and shall review with the Design-Builder the availability of appropriate categories of labor required for critical phases. Landlord shall make recommendations for actions designed to minimize adverse effects of labor shortages.

9.10 Landlord shall cause the Design-Builder to schedule and coordinate the sequence of design, construction and procurement so as to cause Substantial Completion of the Project to occur on or before the date of Substantial Completion set forth in the Project Schedule, however, no later than the Outside Completion Date.

9.11 Landlord shall dutifully administer and enforce the Design-Build Agreement and cause the Design-Builder to dutifully administer and enforce all Construction Contracts with designers, subcontractors, material suppliers and furniture, fixture and equipment vendors. Landlord shall notify and consult with Tenant regarding any material breaches or defaults by any party to a Construction Contract relating to the Project. Landlord shall, with respect to such breach or default by such contracting party, follow the instructions or directions of Tenant so long as such instructions or directions are consistent with the contract terms and do not, in the reasonable professional judgment of Landlord, restrict, delay, impair or otherwise jeopardize attaining Substantial Completion of the Project by the date of Substantial Completion set forth in the Project Schedule, however, no later than the Outside Completion Date.

9.12 Landlord shall assure that the Design-Builder is responsible for the purchase, delivery and storage, protection and security of all materials, systems and equipment that are part of the Project until such items are incorporated into the Project.

9.13 Landlord shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.

9.14 Based on Landlord's observations and evaluations of each Contractor's Application for Payment, Landlord shall review and certify the amounts due the respective Contractors. Landlord shall prepare Project Applications for Payment based on the Contractors' Applications for Payment.

9.15 Landlord shall supervise the final testing and start-up of utilities, operational systems and equipment (including FF&E as applicable), and project commissioning, in the presence of Tenant's maintenance personnel if so requested by Tenant.

9.16 When Landlord considers each Contractor's work or a designated portion thereof substantially complete, Landlord shall prepare for the Contractor a list of incomplete or

unsatisfactory items (Punch List) and a schedule for their completion. Landlord shall participate in inspections to determine whether the work or designated portion thereof is substantially complete.

9.17 Landlord shall cause the Design-Builder to coordinate the correction and completion of the work, including all Punch List items, and shall evaluate the completion of the work of the Contractors and make final recommendations to the Design-Builder when the Project or any designated portion thereof has achieved Final Acceptance. Landlord shall maintain a database of all punch list items or otherwise unsatisfactory items observed and record the resolution of these items. Landlord shall participate in conducting final inspections of the work.

9.18 Landlord shall take such other and further action as may be necessary or desirable to cause the Project to be Substantially Completed on or before the date of Substantial Completion set forth in the Project Schedule, however, no later than the Outside Completion Date.

9.19 Landlord shall reject all work which does not conform to the requirements of the Contract Documents and cause corrective action to be taken.

9.20 Landlord or Design-Builder shall transmit to Architect requests for interpretations of the meaning and intent of Construction Drawings and Detailed Specifications and assist in the resolution of questions that arise.

9.21 Landlord or Architect shall expedite the processing and approval of shop drawings, product data, samples and other submittals.

9.22 Landlord shall cause the Design-Builder to submit written monthly progress reports, including without limitation, updated information relative to permit approvals and construction, and photographs of construction progress to Tenant, Project Manager, and Landlord, including information on the Design-Builder and the Design-Builder's work, as well as the entire Project, showing percentages of completion. Landlord shall maintain or cause the Design-Builder to maintain a daily log, containing a record of weather, each Contractor's work on the site, number of workers, identification of equipment, work accomplished, problems encountered and such other information as Tenant may require.

9.23 Landlord shall maintain at the Project site or at Landlord's offices in Newport Beach, California, for Tenant, one record copy of all Contract Documents, all drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record changes and selections made during construction together with approved shop drawings, product data, samples and similar required submittals. Landlord shall require the Design-Builder to maintain records, in duplicate, of principal building layout lines, elevations of the bottom of the footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. All such records shall be made available to Architect and Tenant upon request and, upon completion of the Project, duplicate originals shall be delivered to Tenant.

10. Delays. The estimated date for Substantial Completion and the Outside Completion Date set forth in the Project Schedule shall be extended to the extent of (i) Force Majeure Delays, provided, however, that extensions due to Force Majeure Delays shall not exceed ninety (90)

days, unless the Force Majeure Delay results from a casualty or condemnation subject to Sections 13 and 14 of the Facilities Lease; and (ii) Tenant-Caused Delays. The existence of Force Majeure Delays of up to ninety (90) days (or longer if the Force Majeure Delay results from a casualty or condemnation subject to Sections 13 and 14 of the Facilities Lease or Tenant-Caused Delay) shall excuse Landlord for resulting delays and changes in the Project Schedule. In the event of any Force Majeure Delays, Landlord shall provide Tenant with periodic progress reports (no less frequently than monthly) including updated schedules and identifying actions being taken to address the resulting delays.

11. Remedies for Late Completion (Construction Failure). If Landlord fails to achieve Substantial Completion of the Project by the estimated date for Substantial Completion as set forth in the Project Schedule, or by the Outside Completion Date (as such dates may be extended by Force Majeure Delay or Tenant-Caused Delay), Tenant shall have the remedies set forth in Facilities Lease Section 5.2.

12. Construction Contracts. Landlord shall cause the Design-Build Agreement and all other Construction Contracts to include recitations or provisions requiring the following:

12.1 Provisions requiring all Contractors and subcontractors employed on the Project to be responsible to pay the prevailing rate of wages as defined in California Labor Code Sections 1700 et seq. and available on the Department of Industrial Relations websites (but expressly excluding the Davis-Bacon Act and any rules and regulations promulgated thereunder if not legally required), to satisfy reporting requirements regarding the payment of such prevailing wages in accordance with Labor Code Section 1771.4 and related sections, and to indemnify Tenant, any tenant of the Project, and Landlord for claims arising out of failure to pay proper wages;

12.2 Provisions requiring all Contractors and subcontractors employed on the Project to be responsible for registering and maintaining its annual registration with the Department of Industrial Relations pursuant to Labor Code Section 1771.1 and 1725.5 for the duration of the Design-Build Agreement and any other Construction Contracts;

12.3 Provisions for initiating, maintaining and providing supervision of safety precautions and programs in connection with the construction of the Project;

12.4 Provisions for indemnifying Tenant, tenants, and Landlord for claims arising out of the acts or omissions of such Contractor and its employees, agents and subcontractors; and

12.5 The Design-Build Agreement shall contain customary performance and payment bonds, each in the amount of 100% of the Lump Sum Price, and each identifying both Landlord and Tenant as beneficiaries.

12.6 The Design-Build Agreement shall require payment of liquidated damages to Landlord in the event of a Construction Failure.

12.7 Tenant shall have the right to review and approve these provisions before the Design-Build Agreement and other Construction Contracts are executed.

13. Warranties. Landlord shall cause the Design-Builder to secure for the benefit of Landlord all warranties and guarantees of the work by Contractors, suppliers and manufacturers of components of the Project (other than FF&E, for which all warranties shall be for the benefit of the Tenant), and to cause Tenant to be a third-party beneficiary thereon. Landlord shall cause the Design-Builder to assign such FF&E warranties to Tenant (subject to Landlord's rights as a third-party beneficiary). During the Warranty Period, Landlord shall enforce any warranties or guarantees (other than FF&E warranties) upon Tenant's request. The Design-Build Agreement shall provide a minimum of a one (1) year warranty for workmanship with respect to every facility constructed by Landlord, and longer warranties for the fixtures, services, or subcontracts specified in the Design-Build Agreement.

14. Correction of Work. During the Warranty Period, Landlord shall cause the applicable Contractor to promptly correct or cause to be corrected work properly rejected by Tenant or known by Landlord to be defective or failing to conform to the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall cause to be corrected work found to be defective or non-conforming within the Warranty Period. Such costs (to the extent not borne by insurance or covered by any contractor warranty) shall be charged against, and paid for by, Landlord, except to the extent specifically chargeable to Tenant under other provisions of the Facilities Lease.

15. As Built. Within thirty (30) days following the completion of the Project and any other improvements, Landlord shall submit to Tenant: (1) a complete set of "As-Built" drawings together with CD copies, showing every detail of the Project, of such improvements and fixtures, including, but not limited to, electrical circuitry and plumbing; and (2) copies of lien waivers from all contractors, subcontractors, suppliers and materialmen involved in construction of the Project.

16. Project Off-Premises Improvements.

16.1 It is understood by the parties hereto that sewer, water, telephone, fiber, gas, electrical and other utilities are available nearby the Premises, but may not reach the Premises. Therefore, in order for the constructed Project to be fully usable and operational, Landlord, at its expense as part of the Project Budget, shall extend and/or connect or cause to be extended and/or connected in the name of the County of Riverside, to the Library Improvements, such utility service facilities that may be required or desired by Tenant in the use, operation and maintenance of Library Improvements. After such extensions and/or connections have been made, Landlord shall be responsible for payment for the use of such utility services on behalf of Tenant as part of Total Project Costs to the extent costs are incurred prior to the Rent Commencement Date under the Facilities Lease and (ii) borne by Tenant as described in the Facilities Lease to the extent such costs were incurred from and after the Rent Commencement Date.

16.2 Landlord shall also provide at its expense as part of the Project Budget all other off-Premises improvements required by Riverside County plan check for the constructed Project to be fully usable and operational (if any), including without limitation (as applicable) curb, gutter, sidewalk and roadway improvements.

16.3 The Off-Premises Improvements referred to in Section 16.1 and 16.2 shall be completed prior to or at the same as time the Library Improvements are completed as provided herein.

17. Changes to Work.

17.1 No Changes without Tenant Approval. Following approval of the Construction Documents by Tenant there shall be no changes in the work except in accordance with this Section 17. Changes in the work covered by the Design-Build Agreement and approved by Tenant shall be processed in accordance with the Design-Build Agreement.

17.2 Landlord Approved Changes in the Work. It is anticipated that there will be field orders and change orders which shall result in changes to the Final Drawings and Specifications as set forth in **Exhibit H-3**. Landlord shall use its reasonable efforts to apprise Tenant of proposed changes and its recommendations regarding them prior to any action being taken. It is anticipated that it may not always be possible to receive Tenant's prior approval to these changes in a timely manner. Therefore, field orders and change orders may be approved by Landlord, without prior Tenant approval, but only if the changes authorized by these field orders and change orders shall not have the effect of extending Outside Completion Date, materially altering the Project or substantially increasing the cost. As soon as practical, Landlord shall provide Tenant with all field orders and/or change orders approved by Landlord. For the purposes of this Section an alteration shall be deemed to be "material" if it would materially reduce the intended quality of the Project, result in a substantial increase to Landlord's operational costs over time, or result in an unequal substitution of any of the systems in the Project (including but not limited to HVAC, plumbing, electrical, roofing, fire and life safety, security systems, infrastructure components and FF&E). In the case of either a material alteration or a change that would result in failure to Substantially Complete the Project by the Outside Completion Date, prior written approval by the Tenant not to be unreasonably withheld of the proposed change must be received.

17.3 Change in the Work Initiated by Tenant. Tenant may initiate changes in the work after Tenant's approval of the Final Drawings and Specifications, provided any increase costs above the Project Budget shall be paid by Tenant.

18. Project Completion.

18.1 Substantial Completion.

18.1.1 Landlord shall exercise all due diligence and commercially reasonable, good faith and diligent efforts to achieve Substantial Completion prior to the Outside Completion Date.

18.1.2 Until Substantial Completion of the Project has occurred, Tenant shall not occupy the Project; provided, however, that limited use of the Project for storage, move-in or installation of personal property by the Tenant other than FF&E when such use is determined by Landlord and the Design-Builder not likely to result in any interference or delay in completing the Project and is approved by Landlord, such approval not to be unreasonably withheld, shall not be deemed to be occupancy.

18.1.3 Notice of Substantial Completion. Landlord shall give notice in writing to Tenant at least thirty (30) days prior to the date upon which Landlord anticipates that the Project shall be Substantially Complete. During the fifteen (15) business day period after the delivery of the estimated completion notice, Tenant, Landlord, Architect, and Design-Builder shall meet on one or more occasions, if necessary, and tour to inspect and review the Project to determine whether it is Substantially Complete. The parties shall prepare the Punch List to be completed prior to Final Acceptance. The completion of the Punch List shall not be required in order for the Project to be Substantially Complete.

18.1.4 Completion of Punch List Items. Following Substantial Completion, Landlord shall cause all Punch List items to be completed promptly in accordance with the Contract Documents. Landlord shall coordinate the performance of any such Punch List work to avoid any unreasonable hindrance to Tenant's installation of personal property and occupancy of the Project.

18.2 Final Acceptance. Landlord shall give notice in writing to Tenant at least thirty (30) days prior to the date upon which the Project shall be ready for Final Acceptance. On or before Final Acceptance of the Project, Landlord shall obtain and submit to Tenant, the following:

18.2.1 As-Built Plans. A complete set of final as-built plans and specifications prepared by the Design-Builder for the Project.

18.2.2 Manuals. All technical and service, instruction and procedure manuals relating to the operation and maintenance of all HVAC systems and other mechanical devices and equipment installed in the Project by Landlord or Design-Builder. Tenant may delay receipt of the Manuals from Final Acceptance to the Termination of the Ground Lease in Tenant's discretion.

18.2.3 Permits and Licenses. The originals (if not posted at the Project) of all Permits, Construction Inspection Cards, Certificate of Occupancy, licenses and other approvals necessary for the occupation of the Project.

18.2.4 As-Built Survey. An as-built Survey of the Premises showing the location of all improvements constructed thereon.

19. Landlord Representations. Upon Substantial Completion of the Project, Landlord shall represent and warrant to Tenant in writing as follows:

19.1 The Project has been completed in substantial accordance with the Contract Documents (as revised by Project change orders set forth in Section 17.2) and to Landlord's knowledge is free from defects in workmanship and materials in connection with the construction thereof.

19.2 Landlord has no knowledge of any structural defects, latent defects or building systems defects within the Project.

19.3 The Project has been constructed in accordance with all Legal Requirements, all Permits and all insurance laws, regulations and requirements in effect at the time of construction of the Project.

19.4 The Project is served by water, storm and sanitary sewage facilities, telephone, electricity, fire protection and other required public utilities adequate to serve the Project at the time of Substantial Completion of the Project.

19.5 The Design-Builder, Architect, and all Contractors, suppliers, materialmen and consultants have been paid in full for work related to construction of the Project billed to date and there are no liens, encumbrances or other defects affecting title to the Premises which has been or will be filed against the Premises and/or the Project with respect thereto, or if any such lien has been filed, Landlord and/or the Design-Builder shall have arranged for a bond to remove such lien in accordance with Section 1.42.4.

19.6 Except as disclosed to Tenant in writing or as otherwise approved by Tenant including pursuant to the easements granted to Landlord pursuant to the Ground Lease and the Facilities Lease, the Library Improvements do not encroach onto adjoining land or onto any easements and there are no encroachments of improvements from adjoining land onto the Premises. The location of the Project does not violate any applicable setback requirements.

19.7 Except as disclosed to Tenant in writing, there is no litigation pending, or to the best knowledge of Landlord, threatened, with respect to the Project for matters undertaken by Landlord under this Work Letter.

19.8 To the best of Landlord's knowledge and except as disclosed in writing, no Hazardous Substances have been incorporated into the structure of the Project except as may be required in construction of the Project and only to the extent permitted by applicable law.

19.9 To the best of Landlord's knowledge, all Permits necessary for the construction of the Project have been obtained and are in full force and effect. All Permits and licenses for use and occupancy of the Project beyond a certificate of occupancy or other final sign off allowing occupancy of the Project Improvements shall be the responsibility of Tenant.

Each of the foregoing warranties with respect to the Project shall expire and be of no further force or effect, unless Tenant shall have made a claim based upon an alleged breach of such warranties by Landlord on or before the expiration of the applicable Warranty Period. In the event Tenant alleges a breach of any of the foregoing representations or warranties, Tenant shall give Landlord written notice of any such allegation together with a detailed explanation of the alleged breach ("**Tenant's Claim**"). Landlord shall, within thirty (30) days of receipt of Tenant's Claim, proceed to commence to cure the circumstances specified in Tenant's Claim, or provide Tenant with written notice of Landlord's dispute of Tenant's Claim. If Landlord commences a cure or correction of the matter alleged in Tenant's Claim, Landlord shall proceed reasonably diligently and promptly to complete such cure or correction, and the Warranty Period for the particular matter shall be extended for the period necessary to complete cure or correction.

20. Protection of Persons and Property.

20.1 Landlord shall (or shall cause the Design-Builder to) be responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with the construction of the Project.

20.2 Landlord shall (or shall cause the Design-Builder to) take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) all persons working on the Project construction site and all other persons who may be affected thereby; (2) the Project and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

20.3 Landlord shall or shall cause the Design-Builder and all other Contractors to give notices and comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.


21. Insurance during Construction. Insurance shall be provided by Landlord, Architect, Design-Builder and Contractors in accordance with the provisions of the Ground Lease, Facilities Lease, and/or Design-Build Agreement.

22. Stop Work by Tenant. If Design-Builder fails to correct defective work as required, or persistently fails to carry out work in accordance with the Construction Documents, Tenant, by written order, may order Landlord and Design-Builder to stop the work, or any portion thereof, until the cause for such order has been eliminated.

FOR DEVELOPMENT OF PROJECT - TERMS AND CONDITIONS

EXHIBIT H-1

Total Project Budget

|  County of Riverside, California Riverside County Library System P3 Project French Valley, Menifee, Desert Hot Springs | | |
|--|----------------------|------------------|
| PROJECT BUDGET | | |
| | TOTAL | \$/Sqft |
| HARD COSTS | | |
| General Conditions | \$ 2,546,499 | \$ 42.44 |
| Construction Bonds | \$ 611,399 | \$ 10.19 |
| Building(s) Shell & Core | \$ 23,779,679 | \$ 396.33 |
| Insurance | \$ 543,710 | \$ 9.06 |
| Design Management & Fees | \$ 2,750,828 | \$ 45.85 |
| General Contractor Fee | \$ 2,141,889 | \$ 35.70 |
| Hard Cost Subtotal | \$ 32,374,004 | \$ 539.57 |
| SOFT COSTS | | |
| Professional Fees | \$ 2,161,689 | \$ 36.03 |
| Plan Check, Permits, & Impact Fees | \$ 2,162,784 | \$ 36.05 |
| Builders Risk, Insurance | \$ 95,000 | \$ 1.58 |
| Soft Cost Subtotal | \$ 4,419,473 | \$ 73.66 |
| DEVELOPMENT | | |
| Contingency | \$ 1,851,577 | \$ 30.86 |
| Construction Management Fee - CFP | \$ 339,406 | \$ 5.66 |
| Project Manager Fee | \$ 1,941,604 | \$ 32.36 |
| Project Manager Overhead Fee | \$ 210,000 | \$ 3.50 |
| Development Subtotal | \$ 4,342,587 | \$ 72.38 |
| TOTAL PROJECT COST | \$ 41,136,064 | \$ 685.60 |

RIVERSIDE COUNTY LIBRARIES

Schedule of Values
5/30/2019


COMBINED COSTS

| DESCRIPTION | VALUE |
|-----------------------------------|----------------------|
| Concrete | \$ 885,315 |
| Reinforcing Steel | \$ 231,840 |
| Masonry | \$ 84,000 |
| Stone | \$ 121,820 |
| Structural Steel | \$ 2,954,000 |
| Miscellaneous Metals | \$ 82,158 |
| Metal Deck | \$ 287,816 |
| Decorative Metals | \$ 193,813 |
| Rough Carpentry-Miscellaneous | \$ 13,645 |
| Finish Carpentry-Interior | \$ 77,204 |
| Joint Sealants | \$ 39,745 |
| Insulation & Firestopping | \$ 52,833 |
| Roofing | \$ 1,242,860 |
| Metal Panels | \$ 104,076 |
| Sheet Metal & Flashing | \$ 234,000 |
| Fireproofing | \$ - |
| Doors, Frames & Hardware | \$ 185,870 |
| Access Panels | \$ 1,800 |
| Glass & Glazing | \$ 1,679,456 |
| Interior Glass | \$ 912,144 |
| Metal Studs & Drywall | \$ 785,464 |
| Exterior Framing / Plaster | \$ 2,195,107 |
| Tile | \$ 124,285 |
| Acoustical Ceilings | \$ 480,400 |
| Carpet and Resilient Flooring | \$ 485,003 |
| Painting & Wallcovering | \$ 224,810 |
| Misc Specialties | \$ 3,680 |
| Signage | \$ 162,968 |
| Toilet Partitions and Accessories | \$ 30,810 |
| Fire Protection | \$ 262,800 |
| Pumping | \$ 598,561 |
| HVAC | \$ 1,828,000 |
| Electrical | \$ 2,995,710 |
| Communications | \$ 131,710 |
| Security | \$ 252,288 |
| Earthwork | \$ 1,201,072 |
| Asphalt Paving | \$ 407,063 |
| Site Concrete | \$ 706,150 |
| Site Furnishings | \$ 72,062 |
| Landscaping & Irrigation | \$ 558,000 |
| Site Utilities | \$ 495,809 |
| Design Management and Fees | \$ 2,750,828 |
| General Conditions | \$ 2,546,433 |
| | |
| | |
| FF & E | \$ 4,672,897 |
| | |
| | |
| Total | \$ 29,077,806 |
| Sub Guard and Bonds | \$ 354,172 |
| Subtotal | \$ 34,104,278 |
| E&D, GI, and Builder Risk Ins | \$ 843,710 |
| McCarthy Bond | \$ 257,027 |
| Subtotal | \$ 34,905,012 |
| Contingency | \$ 678,080 |
| Subtotal | \$ 35,483,012 |
| | |
| Fee | \$ 2,141,889 |
| | |
| TOTAL | \$ 37,624,901 |

**Costs provided by McCarthy Builders

EXHIBIT H-2

FF&E Budget

| | | |
|---|---------------------|-------------------------|
|  <i>County of Riverside, California</i> | | |
| Riverside County Library System P3 Project French Valley, Menifee, Desert Hot Springs | | |
| FF&E Budget | | |
| | <u>TOTAL</u> | <u>\$\$/Soft</u> |
| <u>HARD COSTS</u> | | |
| Furniture, Fixtures, & Equipment | \$ 4,672,890 | \$ 77.88 |
| Hard Cost Subtotal | \$ 4,672,890 | \$ 77.88 |
| <u>DEVELOPMENT</u> | | |
| Project Manager Fee - OWG (5%) | \$ 233,650 | \$ 3.89 |
| Project Management Overhead Fee - OWG (1%) | \$ 46,730 | \$ 0.78 |
| Construction Management Fee - CFP (1%) | \$ 46,730 | \$ 0.78 |
| Development Subtotal | \$ 327,110 | \$ 5.45 |
| TOTAL PROJECT COST | \$ 5,000,000 | \$ 83.33 |

**EXHIBIT H-2A
PRELIMINARY LIST FFE ITEMS**

| Desert Hot Springs - FF&C \$1,300,000 | Menifee FF&C - \$1,700,000 | French Valley- FF&C \$2,000,000 |
|--|---------------------------------------|--|
| Adult | Adult | Adult |
| Library Shelving | Library Shelving | Library Shelving |
| Furniture | Furniture | Furniture |
| Signage | Signage | Signage |
| Art/Static Displays | Art/Static Displays | Art/Static Displays |
| PC Furniture & Equipment | PC Furniture & Equipment | PC Furniture & Equipment |
| Children | Children | Children |
| Library Shelving | Library Shelving | Library Shelving |
| Furniture | Furniture | Furniture |
| Signage | Signage | Signage |
| Art/Static Displays | Art/Static Displays | Art/Static Displays |
| PC Furniture & Equipment | PC Furniture & Equipment | PC Furniture & Equipment |
| Media | Media | Media |
| Friends Bookstore | Friends Bookstore | Friends Bookstore |
| Library Shelving | Library Shelving | Library Shelving |
| Service Counter/Cash Register | Service Counter/Cash Register | Service Counter/Cash Register |
| Furniture | Furniture | Furniture |
| Corridor | Corridor | Corridor |
| Display Furniture | Display Furniture | Display Furniture |
| Gallery Wall/Artwork | Gallery Wall/Artwork | Gallery Wall/Artwork |
| Circ Desk | Circ Desk | Circ Desk |
| Furniture | Furniture | Furniture |
| Book Return | Book Return | Book Return |
| PC Furniture & Equipment | PC Furniture & Equipment | PC Furniture & Equipment |
| Service Desk (Round) | Service Desk (Round) | Service Desk (Round) |
| Task Chair | Task Chair | Task Chair |
| Media | Media | Media |
| PC Furniture & Equipment | PC Furniture & Equipment | PC Furniture & Equipment |
| Opportunity Rooms | Opportunity Rooms | Opportunity Rooms |
| Furniture | Furniture | Furniture |
| Equipment | Equipment | Equipment |
| Media | Media | Media |
| Meeting Room | Meeting Room | Meeting Room |
| Furniture | Furniture | Furniture |
| Storage | Storage | Storage |
| Mini Refrigerator | Mini Refrigerator | Mini Refrigerator |
| Microwave | Microwave | Microwave |
| Media | Media | Media |
| Staff Lounge | Staff Lounge | Staff Lounge |
| Furniture | Furniture | Furniture |
| Refrigerator | Refrigerator | Refrigerator |
| Microwave | Microwave | Microwave |
| Locker Set | Locker Set | Locker Set |
| Staff Offices | Staff Offices | Staff Offices |
| System Furniture | System Furniture | System Furniture |
| PC Equipment | PC Equipment | PC Equipment |
| Staff Workroom | Staff Workroom | Staff Workroom |
| Furniture | Furniture | Furniture |
| Storage | Storage | Storage |
| Custodial | Custodial | Custodial |
| Shelving | Shelving | Shelving |
| Storage cabinet | Storage cabinet | Storage cabinet |

EXHIBIT H-3

Final Drawings and Specifications

[to be attached upon completion]

EXHIBIT H-4

Final FF&E Items and Payment Schedule

[to be attached upon completion]

EXHIBIT I

PROJECT MANAGER AGREEMENT

[To be attached before signing]

EXHIBIT J

PROPERTY MANAGEMENT AGREEMENT

[To be attached before signing]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances will this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor will there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

NEW ISSUE—BOOK-ENTRY ONLY

**RATING: S&P: “[]”
See “RATING” herein.**

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2019 Bonds (including any original issue discount properly allocable to the owner of a Series 2019 Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that interest on the Series 2019 Bonds is exempt from present State of California personal income taxes. For a more detailed description of such opinions of Bond Counsel, see “TAX MATTERS” herein.

**§[PAR]
CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY
LEASE REVENUE BONDS
(RIVERSIDE COUNTY LIBRARY FACILITIES PROJECT)
SERIES 2019**

Dated: Date of Delivery

Due: November 1, as shown on the inside cover

The California Enterprise Development Authority Lease Revenue Bonds (Riverside County Library Facilities Project) Series 2019 (the “Series 2019 Bonds”) described herein are issued by the California Enterprise Development Authority (the “Authority”), a public entity duly organized and validly existing under the laws of the State of California (the “State”), pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State and an Indenture of Trust, dated as of August 1, 2019 (the “Indenture”), among the Authority, CFP Riverside, LLC, a nonprofit limited liability company organized and existing under the laws of the State of Minnesota (the “Landlord”) and U.S. Bank National Association, as trustee (the “Trustee”). The Series 2019 Bonds are being issued to finance the construction of three separate public library facilities and related amenities (the “Library Improvements”) in the County of Riverside, California (the “County”), pay capitalized interest on the Series 2019 Bonds and pay certain costs of issuing the Series 2019 Bonds. The County will lease the real property upon which the Library Improvements will be constructed to the Landlord pursuant to a Ground Lease Agreement, dated as of August 1, 2019 (the “Ground Lease”), and the Landlord will lease such real property and the Library Improvements (collectively, the “Libraries”) to the County pursuant to a Facilities Lease Agreement, dated as of August 1, 2019 (the “Facilities Lease”). Upon completion and acceptance of the Library Improvements by the County, the County will make lease payments pursuant to the Facilities Lease in an amount sufficient to pay the principal of, premium, if any, and interest due on the Series 2019 Bonds and operating expenses of the Libraries (the “Base Rent”). The Series 2019 Bonds are secured by a pledge by the Authority and the Landlord of (a) all of their interest in the Base Rent and Additional Rent to be paid by the County pursuant to the Facilities Lease, (b) all of their interest in the Revenues, (c) all of their interest in the Ground Lease and the Facilities Lease and (d) (until substantial completion of the Project) all real and personal property granted to the Authority pursuant to the terms of the Deed of Trust (as such terms are defined herein).

The Series 2019 Bonds will be issued in fully registered form in denominations of \$5,000 and any integral multiple of \$5,000 in excess thereof, and following their purchase by the Underwriter will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). Individual purchases will be made in book entry form only. Purchasers of the Series 2019 Bonds will not receive certificates evidencing their ownership interests in the Series 2019 Bonds. Interest on the Series 2019 Bonds, at the rates set forth on the inside cover hereof, is payable semi-annually on May 1 and November 1 of each year, commencing on May 1, 2020, and principal of and interest on the Series 2019 Bonds are payable by the Trustee to DTC. DTC is required to remit such principal and interest to its Participants for subsequent disbursement to the Beneficial Owners of the Series 2019 Bonds, as described herein. See the caption “THE SERIES 2019 BONDS—General” herein and APPENDIX F—“BOOK-ENTRY SYSTEM” herein.

The Series 2019 Bonds are subject to optional, mandatory and extraordinary redemption prior to maturity at the prices and upon the terms set forth in this Official Statement. See the caption “THE SERIES 2019 BONDS—Redemption Terms” herein.

The Series 2019 Bonds are special, limited obligations of the Authority, and the Authority will under no circumstances be obligated to pay the Series 2019 Bonds except from the Revenues and other funds pledged therefor under the Indenture. Neither the County nor the State nor any political subdivision or agency of the State will be obligated to pay the principal of, premium, if any, or interest on, the Series 2019 Bonds or other costs incident thereto except from the revenues and funds pledged therefor. Neither the faith and credit nor the taxing power of the County, the State or any political subdivision or agency of the State is pledged to the payment of the principal of, premium, if any, or interest on, the Series 2019 Bonds nor is the County, the State or any political subdivision thereof in any manner obligated to make any appropriation for the payment thereof. The Authority has no taxing powers.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2019 Bonds are offered when, as and if issued by the Authority, subject to prior sale, withdrawal or modification of the offer without notice, and subject to the approval of legality by Kutak Rock LLP, Los Angeles, California, Bond Counsel. Certain legal matters will be passed upon for the Landlord by Best & Flanagan LLP, Minneapolis, Minnesota, and for the County by the County Counsel. Certain legal matters will be passed upon for the Underwriter by Dorsey & Whitney LLP. The Series 2019 Bonds are expected to be available for delivery in New York, New York through the facilities of DTC on or about _____, 2019.

BAIRD

Dated: _____

* Preliminary; subject to change.

MATURITY SCHEDULE

**[\$[PAR]*
CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY
LEASE REVENUE BONDS
(RIVERSIDE COUNTY LIBRARY FACILITIES PROJECT)
SERIES 2019**

| <u>Maturity Date (November 1)</u> | <u>Principal Amount</u> | <u>Interest Rate</u> | <u>Yield</u> | <u>Price</u> | <u>CUSIP No. †□</u> |
|---------------------------------------|-----------------------------|--------------------------|--------------|--------------|---------------------|
|---------------------------------------|-----------------------------|--------------------------|--------------|--------------|---------------------|

\$ _____ % Term Bond due _____ 1, 20 __, Yield: ___%; Price: ___%; CUSIP No.†:

\$ _____ % Term Bond due _____ 1, 20 __, Yield: ___%; Price: ___%; CUSIP No.†:

* Preliminary; subject to change.

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CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

Board of Directors

Gurbax Sahota, Chair
Jason Crawford, Vice Chair
Carrie Rogers, Member
Kevin Ham, Member
Aaron Laurel, Member
Keith Boggs, Member
Mather Kearney, Member
Margaret Silveira, Member

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel

Kutak Rock LLP
Los Angeles, California

Trustee

U.S. Bank National Association
Los Angeles, California

No dealer, broker, salesperson or other person has been authorized by the County, the Authority or the Landlord to give any information or to make any representations in connection with the offer or sale of the Series 2019 Bonds other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the County, the Authority or the Landlord. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor will there be any sale of the Series 2019 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or Owners of the Series 2019 Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement and the information contained herein are subject to completion or amendment without notice and neither delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the County, the Authority or the Landlord or any other parties described herein since the date hereof. These securities may not be sold nor may an offer to buy be accepted prior to the time the Official Statement is delivered in final form. This Official Statement is being submitted in connection with the sale of the Series 2019 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the County. All summaries of documents and laws are made subject to the provisions thereof and do not purport to be complete statements of any or all such provisions.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget," "intend" or similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information under the caption "RISK FACTORS" and in "APPENDIX A – INFORMATION REGARDING THE COUNTY OF RIVERSIDE."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE COUNTY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT. IN EVALUATING SUCH STATEMENTS, POTENTIAL INVESTORS SHOULD SPECIFICALLY CONSIDER THE VARIOUS FACTORS WHICH COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE INDICATED BY SUCH FORWARD-LOOKING STATEMENTS.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICE STATED ON THE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICE MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT AND HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

For purposes of compliance with Rule 15c2-12 ("Rule 15c2-12") of the United States Securities and Exchange Commission, as amended, and in effect on the date hereof, this Official Statement constitutes an official statement of the Authority that has been deemed final by the Authority as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, Rule 15c2-12. The County maintains a website; however, information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2019 Bonds.

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§[PAR]*
CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY
LEASE REVENUE BONDS
(RIVERSIDE COUNTY LIBRARY FACILITIES PROJECT)
SERIES 2019

INTRODUCTION

This introduction is qualified in its entirety by reference to the more detailed information included and referred to elsewhere in this Official Statement. The offering of the above captioned bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used but not defined herein have the meanings ascribed to them in “APPENDIX B—SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS.”

The purpose of this Official Statement, which includes the cover page, inside cover pages, table of contents and appendices (the “Official Statement”), is to provide certain information concerning the sale and delivery by the California Enterprise Development Authority (the “Authority”) of its §[PAR]* California Enterprise Development Authority Lease Revenue Bonds (Riverside County Library Facilities Project) Series 2019 (the “Series 2019 Bonds”).

The Authority

The Authority is a joint exercise of powers authority organized under the laws of the State of California (the “State”) and is authorized to, among other things, facilitate the financing of public capital improvements of public entities, including the County of Riverside (the “County”). See “THE AUTHORITY.”

The County

The County was organized in 1893 from territory in San Bernardino and San Diego Counties and encompasses 7,177 square miles. The County is bordered on the north by San Bernardino County, on the east by the State of Arizona, on the south by San Diego and Imperial Counties and on the west by Orange and San Bernardino Counties. The County is the fourth largest county (by area) in the State and stretches 185 miles from the State of Arizona border to within 20 miles of the Pacific Ocean. There are 29 incorporated cities in the County. According to the State Department of Finance, Demographic Research Unit, the County’s population was estimated at 2,440,124 as of January 1, 2019, reflecting a 1.14% increase over January 1, 2018.

The County is a general law county divided into five supervisorial districts on the basis of registered voters and population. The County is governed by a five member Board of Supervisors (the “Board”), elected by district to serve staggered four year terms. The Chair of the Board is elected annually by the Board members. The County administration includes appointed and elected officials, boards, commissions and committees which assist the Board.

The County provides a wide range of services to residents, including police and fire protection, medical and health services, education, library services, judicial institutions and public assistance programs. Some municipal services are provided by the County on a contract basis to incorporated cities within its boundaries. These services are designed to allow cities to contract for municipal services such

* Preliminary; subject to change.

as police and fire protection without incurring the cost of creating city departments and facilities. Services are provided to the cities at cost by the County.

Three distinct geographical areas characterize the County: the western valley area, the higher elevations of the mountains and the desert areas. The western portion of the County, which includes the San Jacinto Mountains and the Cleveland National Forest, experiences the mild climate typical of Southern California. The eastern desert areas experience warmer and dryer weather conditions.

See “APPENDIX A — INFORMATION REGARDING THE COUNTY OF RIVERSIDE” for a more detailed description of the County.

The Landlord

CFP Riverside, LLC (referred to herein as the “Landlord”) is a Minnesota non-profit limited liability company whose sole member is Community Facility Partners, a Minnesota non-profit corporation and a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, which was formed for charitable purposes which include, but are not limited to, the acquisition, construction, development, ownership (either by itself or as the single member of limited liability companies), improvement, operation, management, lease, sale, conveyance, mortgaging, financing and refinancing of community public facilities, such as the Libraries, to be used by and for the benefit of governmental entities, such as the County. The Landlord was formed for the sole purpose of assisting the County in the design, development, construction, financing and leasing of the Libraries.

The Project Manager

Omni West Group Inc. is a privately held commercial real estate services firm that specializes in the acquisition, development, management and brokerage of commercial and multifamily properties throughout the Western United States. Properties include retail, healthcare, office, industrial and multifamily properties throughout Arizona, California, Colorado, Nevada, Texas and Utah. Located in Laguna Hills, California, Omni West Group’s commercial real estate expertise encompasses land entitlement and development, asset and investment management, brokerage sales and leasing, tenant representation and commercial property management.

Authority for Issuance of the Bonds

The Bonds are being issued pursuant to the Constitution and laws of the State, including Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State (the “Act”), and an Indenture of Trust, dated as of August 1, 2019 (the “Indenture”), among the Authority, the Landlord and U.S. Bank National Association, as trustee (the “Trustee”).

Plan of Finance

The proceeds of the sale of the Series 2019 Bonds will be applied to (a) finance the construction of three separate public library facilities and related amenities (the “Libraries”) in the County, (b) pay capitalized interest on the Series 2019 Bonds through May 1, 2022 and (c) pay certain costs incurred in connection with the issuance of the Series 2019 Bonds.

The County will lease the real property upon which the Libraries will be constructed to the Landlord pursuant to the Ground Lease Agreement, dated as of August 1, 2019 (the “Ground Lease”), by and between the County, as ground lessor, and the Landlord, as ground lessee. The real property subject to the Ground Lease includes (a) a portion of an approximately 11.33 acre parcel of vacant land in an

unincorporated part of the County (the “French Valley Leased Premises”); (b) a portion of an approximately 4.73 acre parcel of vacant land in the City of Menifee (the “Menifee Leased Premises”) and a portion of an approximately 13.78 acre parcel of vacant land in the City of Desert Hot Springs (the “Desert Hot Springs Leased Premises” and, together with the French Valley Leased Premises and the Menifee Leased Premises, the “Leased Premises”).

The Landlord has agreed to design, develop, construct, install and equip the Libraries for the benefit of the County pursuant to the terms of a Facilities Lease Agreement, dated as of August 1, 2019 (the “Facilities Lease”), between the Landlord and the County, as tenant thereunder. The Libraries consist of (a) an approximately 25,000 square foot library on the French Valley Leased Premises, together with any necessary appurtenant improvements (the “French Valley Library”); (b) an approximately 20,000 square foot library on the Menifee Leased Premises, together with any necessary appurtenant improvements (the “Menifee Library”); and (c) an approximately 15,000 square foot library on the Desert Hot Springs Leased Premises, together with any necessary appurtenant improvements (the “Desert Hot Springs Library” and together with the French Valley Library and the Menifee Library, the “Libraries” or the “Library Improvements”). The Leased Premises and the Library Improvements are referred to collectively herein as the “Premises.”

The Project financed with the proceeds of the Series 2019 Bonds includes the design, acquisition, construction, installation and financing of the Library Improvements, as further described herein. The Project also includes the acquisition and installation of the fixtures, furnishings and equipment (“FF&E”) for the Libraries, as further described herein. The County will provide its own funds for payment of FF&E. The Libraries will be operated as part of the Riverside County Library System (the “Library System”). See “THE PROJECT” and “ESTIMATED SOURCES AND USES OF FUNDS.”

Security and Source of Payment for the Bonds

In order to secure the payment of the principal of and interest on the Series 2019 Bonds, and subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, the Landlord and the Authority have pledged to the Trustee all of their interest in the Revenues and any other amounts held in any fund or account established pursuant to the Indenture and the Facilities Lease, excepting only moneys on deposit in the Rebate Fund, the Trustee and Issuer Administrative Fees Account, the Extraordinary Costs Account, the FF&E Account, the Operating Expenses Account, the Capital Expenses Account and the Operating Contingency Fund established under the Indenture. Amounts in the Rebate Fund, the Trustee and Issuer Administrative Fees Account, the Extraordinary Costs Account, the FF&E Account, the Operating Expenses Account, the Capital Expenses Account and the Operating Contingency Fund do not secure the payment of the principal of and interest on the Series 2019 Bonds and are not otherwise available for the payment of the principal of and interest on the Series 2019 Bonds.

As further security for the payment of the Series 2019 Bonds, the Authority and the Landlord have granted a security interest in, and assigned to the Trustee, (a) all of their respective interests in the Base Rent and the Additional Rent to be paid by the County pursuant to the Facilities Lease, (b) all of their respective interests in the Revenues and other assets described in the preceding paragraph, (c) all of their respective right, title and interest in the Ground Lease and the Facilities Lease and (d) all of the real and personal property granted to the Authority pursuant to the terms of the [Construction] Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of August 1, 2019 (the “Deed of Trust”), granted by the Landlord for the benefit of the Authority.

“Revenues” as defined in the Indenture generally means all revenues, income, receipts and money received by the Authority or the Landlord from the County or on behalf of the County pursuant to the Facilities Lease.

Pursuant to the Facilities Lease, upon completion of the Library Improvements and acceptance by the County thereof, the Landlord will lease the Premises to the County and the County, in consideration for the leasing of the Premises, will pay the Base Rent and any Additional Rent. The County has covenanted in the Facilities Lease to take such action as may be necessary to include Base Rent and Additional Rent, if any (together, the “Lease Payments”), in its annual budget and to make necessary annual appropriations therefor. The Base Rent will provide amounts sufficient to pay the principal of and interest on the Series 2019 Bonds and budgeted operating and maintenance costs of the Libraries. The County’s obligation to pay Lease Payments is subject to abatement in the event of loss of use of the Premises, as described herein. See the caption “RISK FACTORS” herein and “APPENDIX B—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—[]” attached hereto.

The Landlord will enter into certain agreements in connection with the construction and management of the Project, including a Design-Build Agreement to provide for the construction of the Library Improvements, a Project Manager Agreement to provide for certain development and construction management services and a Property Management Agreement to provide for certain property management and administrative services with respect to the operation of the Libraries. See “THE PROJECT—The Design-Build Agreement,” “—The Project Manager Agreement” and “—The Property Management Agreement” for more information. The Landlord will collaterally assign its interest in such agreements to the Authority, and the Authority will further collaterally assign its interest in such agreements to the Trustee for the benefit of the registered owners of the Series 2019 Bonds.

The Series 2019 Bonds are special, limited obligations of the Authority, and the Authority will under no circumstances be obligated to pay the Series 2019 Bonds except from the Revenues and other funds pledged therefor under the Indenture. Neither the County nor the State nor any political subdivision or agency of the State will be obligated to pay the principal of, premium, if any, or interest on, the Series 2019 Bonds or other costs incident thereto except from the Revenues and funds pledged therefor. Neither the faith and credit nor the taxing power of the County, the State or any political subdivision or agency of the State is pledged to the payment of the principal of, premium, if any, or interest on, the Series 2019 Bonds, nor is the County, the State or any political subdivision or agency thereof in any manner obligated to make any appropriation for the payment thereof. The Authority has no taxing powers.

The Authority and the Trustee, with the written approval of the Landlord and, if the County is not in default under the Facilities Lease, the County, may from time to time, upon the conditions provided in the Indenture, provide for the issuance of Additional Bonds (as defined herein) to finance the cost of Alterations or to refinance the Project. Such Additional Bonds would be secured under the Indenture and would be equally and ratably payable with the Series 2019 Bonds from the revenues and property pledged and appropriated under the Indenture. See “SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2019 BONDS—Limitations on Additional Indebtedness by the Landlord; Additional Bonds” for more information.

Rental Abatement

During any period in which, by reason of a Casualty (as defined in the Facilities Lease), there is substantial interference with the use and occupancy by the County of the French Valley Premises, the Menifee Premises or the Desert Hot Springs Premises (other than one which results in a Construction Failure), Base Rent due under the Facilities Lease with respect to the applicable portion of the Premises will be abated and the Base Rent payable under the Facilities Lease shall not be greater than the annual

fair rental value of the portion of the Premises in respect of which there is no substantial interference with the County's use and occupancy. Such abatement shall commence with the date of such Casualty and end with the substantial completion of the work of repair or replacement of the portions of the Premises so damaged or destroyed. Notwithstanding the foregoing, there shall be no abatement of Base Rent to the extent that the proceeds of rental interruption insurance are available to pay Base Rent. Any such abatement of rental payments shall not be considered an Event of Default under the Facilities Lease. See "RISK FACTORS—Rental Abatement" herein and "APPENDIX B—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—The Facilities Lease" attached hereto.

Redemption

The Series 2019 Bonds are subject to optional, mandatory and extraordinary redemption prior to maturity as described herein. See the caption "THE SERIES 2019 BONDS—Redemption Terms" herein.

Continuing Disclosure

The County has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission certain annual financial information and operating data and, in a timely manner, notice of certain listed events. These covenants have been made in order to assist the Underwriter (as defined herein) in complying with SEC Rule 15c2-12(b)(5). See "CONTINUING DISCLOSURE" herein for a description of the specific nature of the annual report and notices of listed events and a summary description of the terms of the disclosure agreement pursuant to which such reports are to be made.

Professionals Involved in the Offering

Kutak Rock LLP, Los Angeles, California, is acting as Bond Counsel and Disclosure Counsel with respect to the Series 2019 Bonds and will receive compensation from the Authority contingent upon the sale and delivery of the Series 2019 Bonds. Best & Flanagan LLP, Minneapolis, Minnesota, is acting as counsel to the Landlord. Certain legal matters will be passed upon for the County by the County Counsel, and by Kutak Rock LLP, Los Angeles, California, as Disclosure Counsel. Certain legal matters will be passed upon for the Underwriter by Dorsey & Whitney LLP, as Underwriter's Counsel. Kutak Rock LLP, Best & Flanagan LLP and Dorsey & Whitney LLP will receive compensation contingent upon the sale and delivery of the Series 2019 Bonds.

Forward-Looking Statements

The presentation of information, including tables of receipt of revenues, is intended to show recent historical information and, except for a budget discussion for Fiscal Year 2019-20, is not intended to indicate future or continuing trends in the financial position or other affairs of the County. No representation is made that past experience, as it might be shown by such financial and other information, will necessarily continue or be repeated in the future. See Appendix A for financial and operating information related to the County.

Summary of Terms

The summaries or references to the Indenture, the Ground Lease, the Facilities Lease and other documents, agreements and statutes referred to herein, and the description of the Series 2019 Bonds included in this Official Statement, do not purport to be comprehensive or definitive, and such summaries, references and descriptions are qualified in their entireties by reference to each such document or statute.

Copies of the documents described herein will be available at the office of the County of Riverside Economic Development Agency, 3403 Tenth Street, Suite 400, Riverside, California 92501, Attention: Deputy Director of Real Estate.

THE SERIES 2019 BONDS

General

The Series 2019 Bonds will be issued in an aggregate principal amount of \$[PAR]*, will be dated as of the date of delivery thereof, and will be primarily payable from a portion of the Lease Payments made by the County pursuant to the Facilities Lease. See the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS" herein. Principal of and interest on the Series 2019 Bonds will be in amounts and at the rates set forth on the inside cover page of this Official Statement. The Series 2019 Bonds will be issued as fully registered bonds in denominations of \$5,000 each or any integral multiple of \$5,000 in excess thereof (the "Authorized Denominations") and registered initially in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Series 2019 Bonds. See "APPENDIX F—BOOK-ENTRY ONLY SYSTEM" attached hereto.

Interest on the Series 2019 Bonds will be payable semiannually on May 1 and November 1 of each year, commencing on May 1, 2020. Interest on the Series 2019 Bonds will be payable by check mailed by first class mail to the respective Registered Owners thereof at their respective addresses as they appear on the registration books required to be kept by the Trustee, except that in the case of a Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2019 Bonds, such payment may, upon the written request of such Registered Owner submitted to the Trustee at least one Business Day prior to the Record Date (as defined herein), be made by wire transfer of immediately available funds to an account within the United States designated by such Registered Owner. As long as Cede & Co. is the Registered Owner of all of the Series 2019 Bonds, interest on the Series 2019 Bonds will be made by wire transfer to DTC in immediately available funds.

"Record Date" means the close of business on the fifteenth day (whether or not a Business Day) of the month preceding a Payment Date.

Redemption Terms†

Optional Redemption. The Series 2019 Bonds maturing prior to November 1, 2025 are not subject to redemption prior to their stated Principal Payment Dates. The Series 2019 Bonds maturing on or after November 1, 2026 are subject to redemption prior to their stated Principal Payment Dates on and after November 1, 2025, as a whole or in part, on any date, in such amounts and of such Principal Payment Dates at the direction of the County or, if the County is in default under the Facilities Lease, the Landlord (or if the County or the Landlord fails to designate such Principal Payment Dates, in inverse order of Principal Payment Date) and by lot among the Series 2019 Bonds with the same Principal Payment Date, at the option of the County or, if the County is in default under the Facilities Lease, the Landlord and which direction must be received by the Trustee with a copy to the Authority at least seventy five (75) days (or such shorter period as agreed to in writing by the Trustee) prior to the redemption date from any source of available funds deposited in the Optional Redemption Account of the Redemption Fund, at a redemption price equal to 100% of the principal amount thereof, plus the

* Preliminary; subject to change,

† Preliminary; subject to change,

premiums contained in the table below (if any), plus interest accrued thereon to the date fixed for redemption.

| <u>Redemption Date</u> | <u>Redemption Premium</u> |
|--------------------------------------|---------------------------|
| November 1, 20__ to October 31, 20__ | |
| November 1, 20__ to October 31, 20__ | |
| November 1, 20__ to October 31, 20__ | |
| November 1, 20__ to October 31, 20__ | |
| November 1, 20__ to October 31, 20__ | |

Mandatory Sinking Fund Redemption. The Series 2019 Bonds maturing on November 1, 20__ are subject to mandatory redemption prior to their stated Principal Payment Date by lot on November 1 in the respective years and in the respective principal amounts as provided below by the application of Minimum Sinking Fund Account Payments at a redemption price equal to 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date. Minimum Sinking Fund Account Payments are established for the mandatory redemption and payment of the Series 2019 Bonds maturing on November 1, 20__ which payments will become due during the years ending on the dates in the amounts as set forth in the following schedule, namely:

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
|-------------|-------------------------|

(1)

(1) Maturity

The Series 2019 Bonds maturing on November 1, 20__ are subject to mandatory redemption prior to their stated Principal Payment Date by lot on November 1 in the respective years and in the respective principal amounts as provided below by the application of Minimum Sinking Fund Account Payments at a redemption price equal to 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date. Minimum Sinking Fund Account Payments are established for the mandatory redemption and payment of the Series 2019 Bonds maturing on November 1, 20__ which payments will become due during the years ending on the dates in the amounts as set forth in the following schedule, namely:

Year

Principal Amount

(1)

⁽¹⁾ Maturity

Extraordinary Redemption. The Series 2019 Bonds are subject to redemption prior to their respective stated Principal Payment Dates, in whole or in part, on any date, from funds received due to a casualty loss, loss of title or governmental taking of the Premises or portions thereof by eminent domain proceedings, at a redemption price equal to the sum of the principal amount thereof to be prepaid, without premium, plus accrued interest to the date fixed for redemption, upon receipt by the Trustee of written notice from the County or, if the County is in default under the Facilities Lease, the Landlord with a copy to the Authority that one of the following events has occurred:

- (a) all or a portion of the Premises has been damaged, destroyed, condemned or taken by eminent domain to such an extent that, in the opinion of the Landlord (i) it is not practicable or desirable to rebuild, repair, restore or replace the Premises or such portion thereof within a period of twenty four months following such damage or condemnation, and the County or, if the County is in default under the Facilities Lease, the Landlord will be prevented from carrying out normal operations for a period of at least twenty four consecutive months; or (ii) the cost of restoration of the Premises or such portion thereof would exceed the net proceeds of insurance carried thereon or the condemnation proceeds to be received;
- (b) amounts are transferred to the Special Redemption Account as described in “APPENDIX B—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—The Indenture—Redemption Fund and Insurance and Condemnation Proceeds Fund” attached hereto; or
- (c) the continued operation of the Premises is enjoined or prevented or is otherwise prohibited by or conflicts with, any order, rule, decree or regulation of any court or federal, state or local regulatory body, administrative agency or governmental body.

Selection of Series 2019 Bonds for Redemption

Whenever provision is made in the Indenture for the redemption of less than all of the Series 2019 Bonds of any Payment Date or any given portion thereof, subject to the Indenture, the Trustee will select the Series 2019 Bonds to be redeemed, from all Series 2019 Bonds subject to redemption or such given portion thereof equal to a multiple of the Authorized Denominations not previously called for redemption, by lot, in any manner which the Trustee in its sole discretion will deem appropriate and fair.

Notice of Redemption

Notice of redemption will be given by the Trustee, not less than 30 nor more than 60 days prior to the redemption date, (a) by first class mail to the respective Registered Owners of any Series 2019 Bonds designated for redemption at their addresses appearing on the registration books of the Trustee and (b) by telecopy or certified, registered or overnight mail to the Securities Depositories and the Information Services. Each notice of redemption will state the date of such notice, the date of initial issuance of the Series 2019 Bonds, the redemption date, the Redemption Price, the place or places of redemption (including the name and appropriate address or addresses of the Trustee), the CUSIP number (if any) of

the Series 2019 Bonds of each Payment Date or Dates, and, if less than all of the Series 2019 Bonds of any such Payment Date, the distinctive certificate numbers of the Series 2019 Bonds with such Payment Date, to be redeemed and, in the case of Series 2019 Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice will also state that on said date there will become due and payable on each of said Series 2019 Bonds the Redemption Price represented thereby or of said specified portion of the principal amount thereof in the case of a Series 2019 Bond to be redeemed in part only, together with interest accrued with respect thereto to the redemption date, and that from and after such redemption date, interest thereon will cease to accrue, and will require that such Series 2019 Bonds be then surrendered at the address or addresses of the Trustee specified in the redemption notice.

If any of the Series 2019 Bonds are redeemed pursuant to an advance refunding, notice of such advance refunding and redemption will be given in the same manner as above provided, and within the same time period with respect to the actual redemption date.

Notice of redemption of Series 2019 Bonds will be given by the Trustee, at the expense of the Landlord. The Trustee may rescind any notice of redemption given in connection with the issuance of refunding Bonds to the extent such refunding Bonds are not issued prior to the redemption date of the Series 2019 Bonds.

Failure by the Trustee to give notice to any one or more of the Information Services or Securities Depositories will not affect the sufficiency of the proceedings for redemption. Failure by the Trustee to mail notice of redemption to pay one or more of the respective Registered Owners of any Series 2019 Bonds designated for redemption will not affect the sufficiency of the proceedings for redemption with respect to the Registered Owner or Registered Owners to whom such notice was mailed.

Partial Redemption of Series 2019 Bonds

Upon surrender of any Series 2019 Bond redeemed in part only, the Trustee will issue to the Registered Owner thereof, at the expense of the County or, if the County is in default under the Facilities Lease, the Landlord, a new Series 2019 Bond or Series 2019 Bonds of authorized denominations, and of the same Principal Payment Date, equal in aggregate principal amount to the unredeemed portion of the Series 2019 Bond surrendered.

Effect of Redemption

Notice of redemption having been duly given to the Registered Owners as aforesaid, and moneys for payment of the Redemption Price of, together with interest accrued to the redemption date on, the Series 2019 Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Series 2019 Bonds (or portions thereof) so called for redemption will become due and payable at the Redemption Price specified in such notice and interest accrued thereon to the redemption date, interest on the Series 2019 Bonds so called for redemption will cease to accrue on the redemption date, said Series 2019 Bonds (or portions thereof) will cease to be entitled to any benefit or security under the Indenture, and the Registered Owners of said Series 2019 Bonds will have no rights in respect thereof except to receive payment of said Redemption Price and accrued interest.

All Series 2019 Bonds prepaid pursuant to the provisions of the Indenture will be canceled upon surrender thereof and destroyed by the Trustee.

THE PROJECT

General

In February 2018, the Riverside County Economic Development Agency, Real Estate Division, acting as directed and approved by the Board of Supervisors for the County issued a Request For Proposal (the "RFP") to select a developer to develop, plan, entitle, design, build, finance, equip, operate and maintain the Libraries on the Leased Premises. In response to the RFP, the County received a proposal from a development team including the Landlord and Omni West Group Inc., a California corporation, d/b/a Omni West Real Estate ("Omni West"), as Project Manager and Property Manager. The Project will be a part of the Library System operated by the County.

Premises

Pursuant to the Ground Lease, the County, as ground lessor, will lease to the Landlord, as ground lessee, the Leased Premises. The Landlord has agreed to design, develop, construct, install and equip the Library Improvements on the Leased Premises for the benefit of the County pursuant to the terms of the Facilities Lease. The Leased Premises and the Library Improvements are referred to collectively herein as the "Premises." Pursuant to the Facilities Lease, upon completion of the Library Improvements and acceptance by the County thereof, the Landlord will lease the Premises to the County.

The Work Letter

The rights and obligations of the Landlord and the County regarding the planning, design and construction of the Library Improvements before the use and occupation of the County is set forth in the Facilities Lease and the Work Letter Agreement for Development of Project – Terms and Conditions (the "Work Letter"). Pursuant to the Facilities Lease, the Landlord will develop, design and construct the Library Improvements in accordance with the Facilities Lease, the Ground Lease and the Work Letter. The Landlord has engaged the Project Manager to assist the Landlord in the performance of its obligations under these agreements.

Pursuant to the Work Letter, the Landlord will be responsible for and take all actions reasonably necessary to ensure the design and development of the Library Improvements including, but not limited to: (i) contracting directly with all Contractors used to satisfy Landlord's obligations under the Work Letter; (ii) causing all Contractors to be timely paid so that liens are not recorded against the Premises; (iii) providing all management oversight of the Design-Builder and any other Contractor engaged directly by the Landlord and completing all necessary contracts and agreements with the Design-Builder and other Contractors to ensure proper completion of the Library Improvements on time and prior to the Outside Completion Date (as defined in the Work Letter); and (iv) assuming responsibility for any costs exceeding the Project Budget (as defined in the Work Letter).

As set forth in the Work Letter, the Landlord will cause the Design-Builder to cause the Architect to prepare the Construction Drawings (as defined in the Work Letter) and Detailed Specifications (as defined in the Work Letter) for the Library Improvements, which are subject to review and approval of the Landlord and the County, respectively. Additionally, the Landlord will cause the Design-Builder to design and propose a final list of fixtures, furnishings and equipment for the Library Improvements which will be designed, procured and installed by the Design-Builder (the "FF&E"). The total FF&E Cost shall not exceed the FF&E Budget (\$5,000,000) without the County's approval, which may be withheld for any reason in County's sole discretion.

Pursuant to the Work Letter, the Landlord will cause the Design-Builder to cause the Architect and other design professionals to prepare Construction Documents that are required in connection with building permit applications and other permit applications as required for construction of the Library Improvements. Furthermore, the Landlord will agree to obtain all permits necessary to construct the Library Improvements through the County, through its Economic Development Agency and the Department of Environmental Health, the Cities of Menifee and Desert Hot Springs, the County or applicable City Fire Department, and all other agencies and quasi-governmental agencies and utility providers from which approvals and permits are required to commence and complete the Library Improvements.

The Landlord has also agreed to cause the Design-Builder to oversee all design work done by the Architect and other design professionals for the design and development of the Library Improvements. In addition, the Landlord agrees to provide the County with all construction administration and construction management services necessary or desirable to cause Substantial Completion of the Library Improvements on or before the Outside Completion Date, as further described in the Work Letter. Pursuant to the Work Letter, the Landlord will cause the Design-Builder to secure (for the benefit of the Landlord, with the County as a third-party beneficiary) all warranties and guarantees of the work by Contractors, suppliers and manufacturers of components of the Project (other than FF&E, for which all warranties will be for the benefit of the County), as described in the Work Letter.

Pursuant to the Work Letter, the Landlord will extend and/or connect or cause to be extended and/or connected in the name of the County, to the Libraries, utility service facilities (sewer, water, telephone, fiber, gas, electrical and other utilities) that may be required or desired by the County for its use, operation and maintenance of Libraries. Such improvement will be completed prior to or at the same as time the Library Improvements are completed, as provided in the Work Letter.

The County will not occupy the Libraries until Substantial Completion of the Project, including all required FF&E, expected in [February, 2021]. Limited use of the Libraries, as described in the Work Letter, when such use is unlikely to result in interference or delay in completing the Project (as determined by the Landlord and the Design-Builder), subject to the approval of the Landlord, will not constitute occupancy of the Libraries.

See “APPENDIX B—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—The Work Letter” for additional information.

The Design-Build Agreement

The Landlord and McCarthy Building Companies, Inc. (the “Design-Builder”) have entered into a Standard Form of Agreement between Owner and Design-Builder – Lump Sum, DBIA Form 525, together with the Standard Form of General Certifications of Owner and Design-Builder, DBIA Form 535 and the Supplement to Standard Form of Agreement between Owner and Design-Builder – Lump Sum, each dated [_____], 2019 (the “Design-Build Agreement”).

Under the terms of the Design-Build Agreement the Design-Builder agrees to perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the project described in and reasonably inferable from the Design-Build Agreement. Under the Design-Build Agreement, the Design-Builder will receive a lump sum price of thirty-seven million six hundred and twenty-four thousand eight hundred and ninety dollars (\$37,624,890) (the “Contract Price”) based upon the Design-Builder’s proper performance under the Design-Build Agreement, subject to permitted adjustments and change orders in accordance with the Design-Build Agreement.

In accordance with the Design-Build Agreement, the Design-Builder will provide a performance bond and a payment bond, with [____], each in an amount equal to [100]% of the Contract Price, identifying both the Landlord and the County as beneficiaries. The Design-Builder is required to procure and maintain certain insurance and the coverage will be secured from insurance companies authorized to do business in the State and rated at least "A-" by A.M. Best Company. Prior to commencing any construction services under the Design-Build Agreement, the Design-Builder will provide the Landlord with certificates evidencing that such insurance requirements are and will remain in full force and effect, as required under the Design-Build Agreement. The Design-Builder is required to procure and maintain builder's risk insurance in accordance with the Design-Build Agreement, and such insurance will include (but not be limited to) the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss provided for in the Design-Build Agreement. The Landlord will be responsible for any deductibles payable in connection with such insurance coverage.

In accordance with the Design-Build Agreement, the Landlord is required to procure and maintain the Landlord's usual liability insurance to protect the Landlord from any performance claims that may arise in connection with the Landlord's obligations under the Design-Build Agreement or the Landlord's conduct during the course of the Project. Further, the Landlord will procure and maintain boiler and machinery insurance and the Landlord will be responsible for any deductibles payable in connection with such insurance coverage.

The Design-Builder has agreed to achieve Substantial Completion (as defined in the Design-Build Agreement) of the portion of the Project relating to the (i) Meniffee Library, not later than 302 calendar days, (ii) French Valley Library, not later than 330 calendar days, and (iii) Desert Hot Springs Library, not later than 299 days, after the Date of Commencement (as defined in the Design-Build Agreement) of construction. If the Design-Builder fails to complete the work required to be done on or before the respective scheduled Substantial Completion date, including any authorized extension of time pursuant to the Design-Build Agreement, the Design-Builder agrees to pay the Landlord or Landlord's designee as liquidated damages, and not as a penalty but as a reasonable estimate of the amount of damages Landlord will suffer, six thousand dollars (\$6,000) per day as liquidated damages for each calendar day occurring after the Scheduled Substantial Completion Date (as such may be extended in accordance with the Design-Build Agreement) during which Design-Builder fails to achieve Substantial Completion. Furthermore, the Landlord and Design-Builder will agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Design-Build Agreement for failure to achieve Substantial Completion will be equal to three-percent (3%) of the Contract Price.

The Landlord has the right to terminate the Design-Build Agreement with or without cause. The Landlord may terminate the Design-Build Agreement without cause on 10 days' written notice to the Design-Builder and payment of all (i) executed work and proven loss, costs and expenses attributable to the executed work, (ii) the reasonable costs and expenses attributable to such termination, including but not limited to, demobilization costs and amounts due in settlement of terminated contracts with subcontractors and design consultants, and (iii) overhead and profit of five-percent (5%) on the items in (i) and (ii) of this paragraph. Furthermore, depending on whether the Landlord terminates the Design-Build Agreement prior to or after commencement of the construction, the Design-Builder will also be entitled to an additional percentage (1% or 2%, respectively) of the remaining Contract Price (except as otherwise set forth in the Design-Build Agreement).

The Design-Builder has the right to stop the work if the Landlord fails to provide financial assurances as required under the Design-Build Agreement, or the Landlord fails to pay amounts properly due under the [Design-Builder's Application for Payment] The Design-Builder has the right to terminate the Design-Build Agreement for cause. The Design-Builder may terminate the Design-Build Agreement

with cause, unless the problem cited is cured or commenced to be cured, within 7 days' (or 14 days, in Design-Builder's discretion) of Landlord's receipt of written notice.

Pursuant to the Design-Build Agreement, Design-Builder will determine the applicability of, and will comply with, all applicable laws, statutes, ordinances, codes and regulations affecting the Project. If the Design-Builder performs work contrary to such applicable laws, statutes, ordinances, codes and regulations, the Design-Builder will assume appropriate responsibility for such work and will bear the costs incurred to put itself into compliance.

Pursuant to the Design-Build Agreement, the Design-Builder will agree, to the fullest extent permitted by law, to indemnify, hold harmless and defend the Landlord (and County, as the third-party beneficiary), its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the work itself) to the extent resulting from the negligent acts or omissions of the Design-Builder, design consultants, subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

Furthermore, if an employee of the Design-Builder, design consultants, subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Landlord (and County, as the third-party beneficiary), its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in the Design-Build Agreement will not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, design consultants, subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

See "APPENDIX B—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—The Design-Build Agreement" for additional information.

Project Manager Agreement

The Landlord has entered into a Project Manager Agreement, dated as of [_____], 2019 (the "Project Manager Agreement") with Omni West as project manager (in such capacity, the "Project Manager") to provide certain development and construction management services to assist the Landlord and the County in the development, planning, entitlement, designing, building, equipping, operating and maintenance of the Libraries on the Leased Premises. Pursuant to the Project Manager Agreement, the Project Manager is obligated to (i) act as the representative for Landlord for the acquisition of the Leased Properties and the construction and installation of the Library Improvements, (ii) oversee and coordinate the development of architectural plans and specifications, (iii) assist the Landlord in performing its obligations to fund the costs of the Leased Properties and the Library Improvements, and (iv) establish the Project Manager's supervisory authority involving construction of the Library Improvements.

The initial term of the Project Manager Agreement will commence as of its dated date and will terminate (unless terminated earlier pursuant to the terms of the Project Manager Agreement) on the date that is twenty-four months following the issuance of the certificate of final completion pursuant to the terms of the Project Manager Agreement. The Project Manager Agreement may be extended upon the mutual agreement of Landlord and Project Manager.

In consideration of the performance of Project Manager's obligations under the Project Manager Agreement, and with respect to each payment so long as Project Manager is not otherwise in default under the Project Manager Agreement, the Landlord will pay management fees to Project Manager at the times and in the amounts set forth in the Project Manager Agreement.

See "APPENDIX B—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—The Project Manager Agreement" for additional information.

The Property Management Agreement

The Landlord has entered into a Management Agreement for Real Property, dated as of [____], 2019 (the "Property Management Agreement"), with Omni West to serve as the property manager for the Project (referred to herein as the "Property Manager") to provide certain property management and administrative services with respect to the operations of the Libraries. The Property Management Agreement sets forth various rights, duties and obligations of the Landlord and the Property Manager. The Property Management Agreement will have an initial term of five years commencing on [____] and ending on [____]. This Property Management Agreement will automatically renew for successive five-year periods unless terminated by the Landlord or the Property Manager in accordance with the Property Management Agreement.

Pursuant to the Property Management Agreement, the Property Manager will use commercially reasonable, good faith and diligent efforts in managing the Premises. Some of the services to be provided by the Property Manager include: to manage, operate, maintain and service the Premises in a diligent, careful and vigilant manner; to ensure that the use and maintenance of the Premises conforms to the requirements of the Ground Lease, the Facilities Lease and to ensure that no use is in violation of any applicable restriction; to perform and comply with all of the obligations, terms and conditions required to be performed or complied with by the Landlord under the Facilities Lease relating to management, operation, maintenance and servicing of the Premises; to make all repairs and perform all maintenance on the building, appurtenances and grounds of the Premises as required to be made by the Landlord or the County under the Facilities Lease and in accordance with standards acceptable to the Landlord and the County (however, the Property Manager will not be required to make advances from its own funds); to make all arrangements for the furnishing to the Premises of utility, maintenance and other services and for the acquisition of equipment and supplies as necessary for the management, operation, maintenance and servicing of the Premises as required of the Landlord or the County (however, the Property Manager will not be required to make advances from its own funds); to obtain insurance certificates annually from the County for all insurance coverages required under the Facilities Lease, and review the certificates for compliance with the Facilities Lease terms; and employ personnel and employees of the Property Manager as may be necessary in order for the Property Manager to perform its obligations under the Property Management Agreement.

Furthermore, under the Property Management Agreement, the Property Manager has the authority to approve contracts and equipment leases incurred in the ordinary course of business (and under certain circumstances, for emergency repairs or compliance) required for the operation, maintenance, and service of the Premises and to pay for such obligations in accordance with, and subject to the limitations set forth in, the Property Management Agreement.

The Landlord will pay the manager, as compensation for the management services provided pursuant to the Property Management Agreement a fixed annual management fee (the "Management Fee"), which will be payable monthly, plus a variable annual fee, provided that in no event will the variable annual fee ever exceed the fixed annual fee, calculated as set forth in the Property Management Agreement. The Management Fee is intended to compensate the Property Manager for: (i) its general and overhead expenses, (ii) all wages, salaries, and compensation of personnel employed by Manager, and (iii) all expenses incurred by the Property Manager which are not reimbursable under the Property Management Agreement. The Property Manager will be compensated separately for any extraordinary services that are other than the usual and customary services performed by the Property Manager in its capacity as the Property Manager for the Project.