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

ITEM: 3.14
(ID # 27561)
MEETING DATE:
Tuesday, June 24, 2025

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of the Lease with State of California Department of General Services - Employment Development Division, Hemet, Five-Year Lease; California Environmental Quality Act Exempt pursuant to State CEQA Guidelines Section 15301 and 15061(b)(3); District 5. [$0] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption;
2. Approve the attached Lease between the County of Riverside, a political subdivision of the State of California, and the Department of General Services, an agency of the State of California, and authorize the Chair of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of approval by the Board.

ACTION:Policy

Vincent Yzaguirre
Vincent Yzaguirre 6/4/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Medina and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Medina, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	June 24, 2025
xc:	FM, Recorder, State Clearinghouse

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: Revenue Lease			Budget Adjustment: No	
			For Fiscal Year: 25/26 – 29/30	

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

Since 2019, the County of Riverside (County) and State of California (State) have partnered in shared use and operations at the County-owned facility located at 749 N. State Street, Hemet (Hemet Service Center). The Hemet Service Center provides approximately 5,553 square feet of space for employment services provided by the County's Housing and Workforce Solutions' Workforce Division and the State of California's Employment Development Department (EDD).

The facility continues to meet the requirements of the partnered entities providing workforce assistance and the County and State have negotiated terms to continue providing services at this facility. This new Lease will extend the term from July 1, 2025, through June 30, 2030.

The Lease has been reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), "Common Sense" Exemption and Section 15301 Class 1 - Existing Facilities Exemption, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. As discussed in greater detail in the notice of exemption, the County's approval of the activity does not create any reasonably foreseeable physical change to the environment for this transaction.

The Lease is summarized below:

Premises Location: 749 N. State St., Hemet, California

Term: July 1, 2025 through June 30, 2030

Size: 5,553 square feet

Rent:

Date	Amount
7/1/2025-6/30/2026	$13,882.50
7/1/2026-6/30/2027	$14,298.98
7/1/2027-6/30/2028	$14,727.94
7/1/2028-6/30/2029	$15,169.78
7/1/2029-6/30/2030	$15,624.88

Services, Utilities

and Supplies:	Provided by County
Maintenance:	Provided by County
Custodial:	Provided by County
Improvements:	None
RCIT Costs:	N/A
Early Termination:	State may terminate at any time effective on or after June 30, 2028, by providing 30-day written notice.

The attached Lease has been reviewed and approved by County Counsel as to legal form.

Impact on Citizens and Businesses

EDD provides valuable and innovative services that meet the needs of employers, workers, and job seekers in the County. These services include job training, labor market information and unemployment benefits. Citizens and businesses benefit from the services provided by EDD.

SUPPLEMENTAL: Additional Fiscal Information

There are no net County costs for this transaction.

ATTACHMENTS:
Attachment A: Standard Lease Form
Attachment B: Exhibit A
Attachment C: Exhibit B Outline Specifications
Attachment D: Exhibit C Administrative Requirements
Attachment E: Aerial
Attachment F: Notice of Exemption

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 6/9/2025

Peter Aldana
Riverside County
Assessor-County Clerk-Recorder
2724 Gateway Drive
Riverside, CA 92507
(951) 486-7000
www.rivcoacr.org

Receipt: 25-190562

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	$50.00
	# Pages	2
	Document #	E-202500566
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
F&G Notice of Exemption Fee		$50.00
Total		$50.00
Tender (On Account)		$50.00

Account#	CEQARIVCOFM
Account Name	CEQARIVCOFM - RIVERSIDE COUNTY FACILITIES MANAGEMENT
Balance	$3,719.00
Comment	SST3535S1996

6/25/25, 1:22 PM PST
Gateway Clerk

State of California - Department of Fish and Wildlife

2025 ENVIRONMENTAL DOCUMENT FILING FEE

CASH RECEIPT

DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

RECEIPT NUMBER: 25-190562

STATE CLEARINGHOUSE NUMBER *(If applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
COUNTY OF RIVERSIDE FACILITIES	MSULLIVAN@RIVCO.ORG	06/25/2025

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
RIVERSIDE	E-202500566

PROJECT TITLE

APPROVAL OF LEASE AGREEMENT WITH CALIFORNIA DEPARTMENT OF GENERAL SERVICES EMPLOYMENT DEVELOPMENT DIVISION, AT THE HEMET SERVICE CENTER

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
COUNTY OF RIVERSIDE FACILITIES	MSULLIVAN@RIVCO.ORG	(951) 955-4820

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
3450 14TH STREET,	RIVERSIDE	CA	92501

PROJECT APPLICANT *(Check appropriate box)*

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$4,123.50	$
☐ Mitigated/Negative Declaration (MND)(ND)	$2,968.75	$
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW	$1,401.75	$

☒ Exempt from fee

- ☒ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$850.00	$
☒ County documentary handling fee		$ $50.00
☐ Other		$

PAYMENT METHOD:

☐ Cash ☐ Credit ☐ Check ☒ Other **TOTAL RECEIVED** $ $50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X I Tejeda	Deputy **Isabel Tejeda**

ORIGINAL - PROJECT APPLICANT | COPY - CDFW/ASB | COPY - LEAD AGENCY | COPY - COUNTY CLERK | DFW 753.5a (Rev. 01012025)

County of Riverside
Facilities Management
3450 14th Street, Riverside, CA

F I L E D / P O S T E D
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder
E-202500566
06/25/2025 01:22 PM Fee: $ 50.00
Page 1 of 2
Removed By: Deputy

NOTICE OF EXEMPTION

May 19, 2025

Project Name: Approval of Lease Agreement with California Department of General Services Employment Development Division, at the Hemet Service Center

Project Number: FM047310005700

Project Location: 749 State Street, north of Menlo Avenue, Hemet, California 92543, Assessor's Parcel Numbers (APNs): 439-060-023, 439-060-013

Description of Project: Hemet Service Center is a County-owned facility located at 749 State Street, Hemet and is occupied by both County's Housing and Workforce Solutions' Workforce Division and the State of California's Employment Development Department (EDD). The facility continues to meet the requirements of the partnered entities providing workforce assistance and the County and State have negotiated terms to continue providing services at the facility. The existing lease expired June 30, 2023, and has been on a month-to-month tenancy during the negotiations of a new lease. This new Lease will extend the term from July 1, 2025, through June 30, 2030.

The five-year Lease Agreement with EDD commences on July 1, 2025, and terminates on June 30, 2030. The Lease Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). No expansion of an existing use will occur. The operation of the facility will continue to provide services to the public. The Lease will not result in an increase in capacity or the intensity of the use of the site. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Lease.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to an extension of term for the existing Lease to continue services at an existing facility. The continuation of these services will result in the ongoing use, operation, and maintenance of the facility. The use of the facility would not result in any changes as a result of the occupancy and no expansion of public services would occur. Therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.

- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Lease, which will result in the continued use of 5,553 square feet of office space at the Hemet Service Center, will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____ **Date:** 5-19-2025

Mike Sullivan,
County of Riverside, Facilities Management

Document Root (Read-Only)

Selected Document

2025061232 - NOE - Approval of Lease Agreement with California Department of General Services Employment Development Division, at the Hemet Service Center

Riverside County
Created - **6/26/2025** | Submitted - **6/26/2025** | Posted - **6/26/2025** | Received - **6/26/2025** | Published - **6/26/2025**
Whitney N Mayo

Document Details

Public Agency

Riverside County

Document Type

Notice of Exemption

Document Status

Published

Title

Approval of Lease Agreement with California Department of General Services Employment Development Division, at the Hemet Service Center

Document Description

Hemet Service Center is a County-owned facility located at 749 State Street, Hemet and is occupied by both County's Housing and Workforce Solutions' Workforce Division and the State of California's Employment Development Department (EDD). The facility continues to meet the requirements of the partnered entities
providing workforce assistance and the County and State have negotiated terms to continue providing services at the facility. The existing lease expired June 30, 2023, and has been on a month-to-month tenancy during the negotiations of a new lease.
This new Lease will extend the term from July 1, 2025, through June 30, 2030.
The five-year Lease Agreement with EDD commences on July 1, 2025, and terminates on June 30, 2030. The Lease Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). No expansion of
an existing use will occur. The operation of the facility will continue to provide services to the public. The Lease will not result in an increase in capacity or the intensity of the use of the site. No additional direct or indirect physical environmental impacts are anticipated.

Attachments (Upload Project Documents)

3.14 - NOE - Approval of Lease, CA EDD and Hemet Service Center.pdf

Contacts

County of Riverside Facilities Management - *Mike Sullivan*

3450 14th Street
Riverside, CA 92501
Phone : (951) 955-4820
msullivan@rivco.org

Regions

Southern California

Counties

Riverside

Cities

Hemet

Location Details

Cross Streets

749 State Street, north of Menlo Avenue

Parcel Number - 439-060-023, 439-060-013

Other Information

749 State Street, north of Menlo Avenue, Hemet, California 92543, Assessor's Parcel Numbers (APNs): 439-060-023, 439-060-013

Notice of Exemption

Exempt Status

Categorical Exemption

Type, Section Number or Code Number

15301

Reasons why project is exempt

The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Lease.
This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to an extension of term for the existing Lease to continue services at an existing facility. The continuation of these services will result in the ongoing use, operation, and maintenance of the facility. The use of the facility would not result in any changes as a result of the occupancy and no expansion of public services would occur. Therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Exempt Status

Other

Type, Section Number or Code Number

15061(b)(3)

Reasons why project is exempt

The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Lease.
In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Ibid. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See No Oil, Inc. v. City of Los Angeles (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Lease, which will result in the continued use of 5,553 square feet of office space at the Hemet Service Center, will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.
Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

County Clerk(s)

Riverside

Signature

Title

Date

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

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

STANDARD LEASE FORM

LEASE COVERING PREMISES LOCATED AT 749 N State Street Hemet, CA 92543
LESSOR'S FED. TAX. I.D. NO. OR SOCIAL SECURITY NO. 95-6000930
TENANT AGENCY Employment Development Department

Lease File No.: 6945-001
Project No.: 10308

Preamble THIS LEASE, made and entered into this 29th day of April, 2025 by and between

COUNTY OF RIVERSIDE
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

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

WITNESSETH

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

Approximately 5,553 net usable square feet of office space on the first floor of the building located at 749 N State Street, Hemet, California as outlined in red and green on the attached Exhibit "A" plan, together with Outline Specifications marked Exhibit "B" and Administrative Requirements marked Exhibit "C", said Exhibits "A" and "B" and "C", Project No. 10308 dated February 18, 2025, hereby being incorporated into this lease, and including fifty (50) nonexclusive unobstructed parking spaces contiguous to the subject building, and unlimited use of the building's common facilities. The State shall have access to and use of the leased premises 24 hours per day, seven (7) days per week with no exceptions.

Term 2. The term of this lease shall commence on July 1, 2025 and shall end on June 30, 2030 with such rights of termination as may be hereinafter expressly set forth.

Early Termination 3. The State may terminate this lease at any time effective on or after June 30, 2028 by giving written notice to the Lessor at least thirty (30) days prior to the date when such termination shall become effective. If the State fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

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JUN 24 2025 3.14

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e., FedEx or similar) with receiver's signature required; and addressed as follows:

To the Lessor: County of Riverside
3450 14th Street, Suite 200
Riverside, CA 92501

Phone No.: (951) 955-4820
FAX No.: (951) 955-4837
Email: fm-leasing@rivco.org

To the State:

DEPARTMENT OF GENERAL SERVICES,
REAL ESTATE SERVICES DIVISION
LEASE MANAGEMENT D 6945-001
707 THIRD STREET, SUITE 5-305
WEST SACRAMENTO, CA 95605

Phone No. (916) 375-4172
FAX No. (916) 375-4029
Email: leasemanagement@dgs.ca.gov

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: County of Riverside

and mailed to: 3450 14th Street, Suite 200
Riverside, CA 92501

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

Completion and Compliance with Plans and Specifications

6. Lessor agrees that, prior to July 1, 2025 and at Lessor's sole cost and expense, all required construction, improvements and/or alterations, if any, shall be completed and the leased premises shall be made ready for State's occupancy in full compliance with Exhibit "A", consisting of one (1) sheet(s) titled, "Office Quarters, Project No. 10308" dated February 18, 2025, and in accordance with Exhibit "B", consisting of twenty-six (26) pages, titled, "Outline Specifications, Project No. 10308" dated February 18, 2025, and Exhibit "C" consisting of ten (10) pages titled, "Administrative Requirements, Project No. 10308" dated February 18, 2025, which Exhibits "A" and "B" and "C" are by this reference incorporated herein.

Notice of Completion and Access to Premises during Construction

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

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

list of work remaining to be completed (referenced as the State's "Punch List"). Lessor agrees that Lessor shall complete the remaining work no later than 14 calendar days from the date of receipt of said Punch List. If said Punch List is not completed within the specified 14-day period, Lessor agrees that, beginning on the first day after said 14-day period following occupancy of premises by the State, rent may at the State's sole option be reduced to $9,717.75, which is seventy percent (70%) of the base rent specified in paragraph 4 herein (excluding any amortization payments) until such time that the Punch List work is completed in full and that such completion of work is inspected and accepted by the State. The portion of the rent specified for amortization of tenant improvements, if any shall continue to be paid in full without interruption.

It is understood and agreed that the rent reduction specified above does not relieve Lessor of its obligation to complete said work and the State shall maintain all other remedies specified in the Lease.

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

Conformity to Exhibits

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

Asbestos

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

Parking

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

Services, Utilities, and Supplies

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

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

Repair and Maintenance

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

(1) Generally maintaining the leased premises in good, vermin-free, operating condition and appearance.
(2) Furnishing prompt, good quality repair of the building, equipment, and appurtenances.
(3) Furnishing preventative maintenance, including, but not limited to, manufacturer's recommended servicing of equipment such as elevator (if any), heating, ventilating and air conditioning equipment, and fixtures.
(4) Furnishing ongoing maintenance and prompt repair of any and all existing special equipment and systems and all special equipment and systems referenced in Exhibits A and B including but not limited to, security and access control systems, fire suppression systems, special HVAC systems for computer rooms, and UPS systems.
(5) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast, starters, and filters for the heating, ventilating and air conditioning equipment as required.
(6) Furnishing remedial painting as necessary to maintain the premises in a neat, clean and orderly condition.
(7) Annual testing and maintenance of all fire extinguishers in or adjacent to the leased premises.
(8) Repairing and replacing as necessary intra-building network cable and inside wire cable used for voice and data transmission.
(9) Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.
(10) On a weekly basis, sweeping parking areas and sidewalks, maintaining landscaped areas, including sprinklers, drainage, etc., in a growing, litter-free, weed free, and neatly mowed and/or trimmed condition.
(11) Repairing and replacing floor covering as necessary. Lessor, at Lessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repairing or replacement of floor covering.
(12) Keeping all walkways, parking lots, entrances, and auxiliary areas free of snow, water, oil spills, debris, or other materials which may be hazardous to users of the building.

B. Lessor shall provide prompt repair or correction for any damage except damage arising from a willful or negligent act of the State's agents, employees or invitees.

C. Except in emergency situations, the Lessor shall give not less than 48 hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.

D. In case Lessor, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply with such notice, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may terminate this lease without further obligation or at its option, perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may withhold rent due and deduct the amount thereof, including necessary costs incurred by the State required for the administration of such maintenance and repairs, from the rent that may then be or thereafter become due hereunder.

Painting

15. In addition to any painting completed prior to the commencement of this lease, and touch-up painting required after initial occupancy upon receipt of written request from the State, Lessor agrees at Lessor's sole cost and expense to repaint all painted surfaces ([X] interior and [ ]

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

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

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

Subrogation Waived

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

Prevailing Wage Provision

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

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

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

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

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

D. Lessor/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.

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

Fair Employment Practices

23. During the performance of this lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of

Time of Essence, Binding upon Successors

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

No Oral Agreements

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

Service Contracts Wages and Benefits

31. All janitorial and housekeeping services, custodians, food services workers, laundry workers, window cleaners and security guards provided by Lessor pursuant to the provisions of this lease, shall be in full compliance with the requirements of Government Code (GC) 19134 if applicable, including but not limited to the following:

A. Lessor agrees that service contract agreements for such services will provide employee wages and benefits that are valued at eighty-five (85%) of the State Employer cost of providing comparable wages and benefits to state employees performing similar duties. For these purposes, benefits include health, dental, vision, retirement, holiday pay, sick pay and vacation pay.
B. Lessor shall ensure that each contractor and subcontractor providing such services is provided a copy of the applicable regulations for GC 19134.
C. Lessor agrees to certify on a quarterly basis that all contracts executed by Lessor are in compliance with GC 19134.
D. Lessor agrees to include in the service contract agreements the applicable reporting, audit and termination for breach provisions as described in the applicable regulations for GC 19134.

Accessibility Compliance

32. Lessor shall be solely responsible for compliance with all applicable accessibility standards, Federal and State statutes and regulations, including the Americans with Disabilities Act, and shall ensure that the premises are fully accessible by all persons. Lessor guarantees that the premises comply with all applicable accessibility standards upon State's occupancy of the leased premises. When an accessibility issue or concern arises, Lessor shall be responsible for upgrading or retrofitting the premises to address the accessibility issue or concern and ensure that current accessibility standards are met. Upon notice from State, Lessor shall have 30 days to begin work to address any identified accessibility issues or concerns. Lessor shall begin work and diligently pursue such work to completion within a time frame mutually agreed upon in writing by the parties. In the event Lessor fails to either begin work within the 30-day notice period or pursue such work diligently to completion within the mutually agreed time frame, State shall have the right, but not the obligation, to address the accessibility issue or concern within the Leased Premises at its cost and expense, and deduct such cost and expense from the monthly rent. Lessor shall indemnify, defend and hold State harmless from any claims or damages arising from or related to failure to comply with accessibility standards or claims or damages arising from or related to lack of access to the premises or portions thereof.

Construction-Related Accessibility Standard Compliancy Act

33. Pursuant to California Civil Code §1938, the Lessor states that the leased premises:

☒ have not undergone an inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the premises, the Lessor may not prohibit the tenant from obtaining a CASp inspection of the premises for occupancy by the tenant, if requested by the tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the dates written below

STATE OF CALIFORNIA

Approval Recommended

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
ASSET MANAGEMENT BRANCH

By _____
Justin Davis, Real Estate Officer
Real Estate Leasing and Planning Section

Date _____

Approved:

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By _____
Brian Hensley, Leasing Manager
Real Estate Leasing and Planning Section

Date _____

LESSOR

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

By _____
V. Manuel Perez, Board of Supervisors Officer

Date JUN 24 2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran, County Counsel

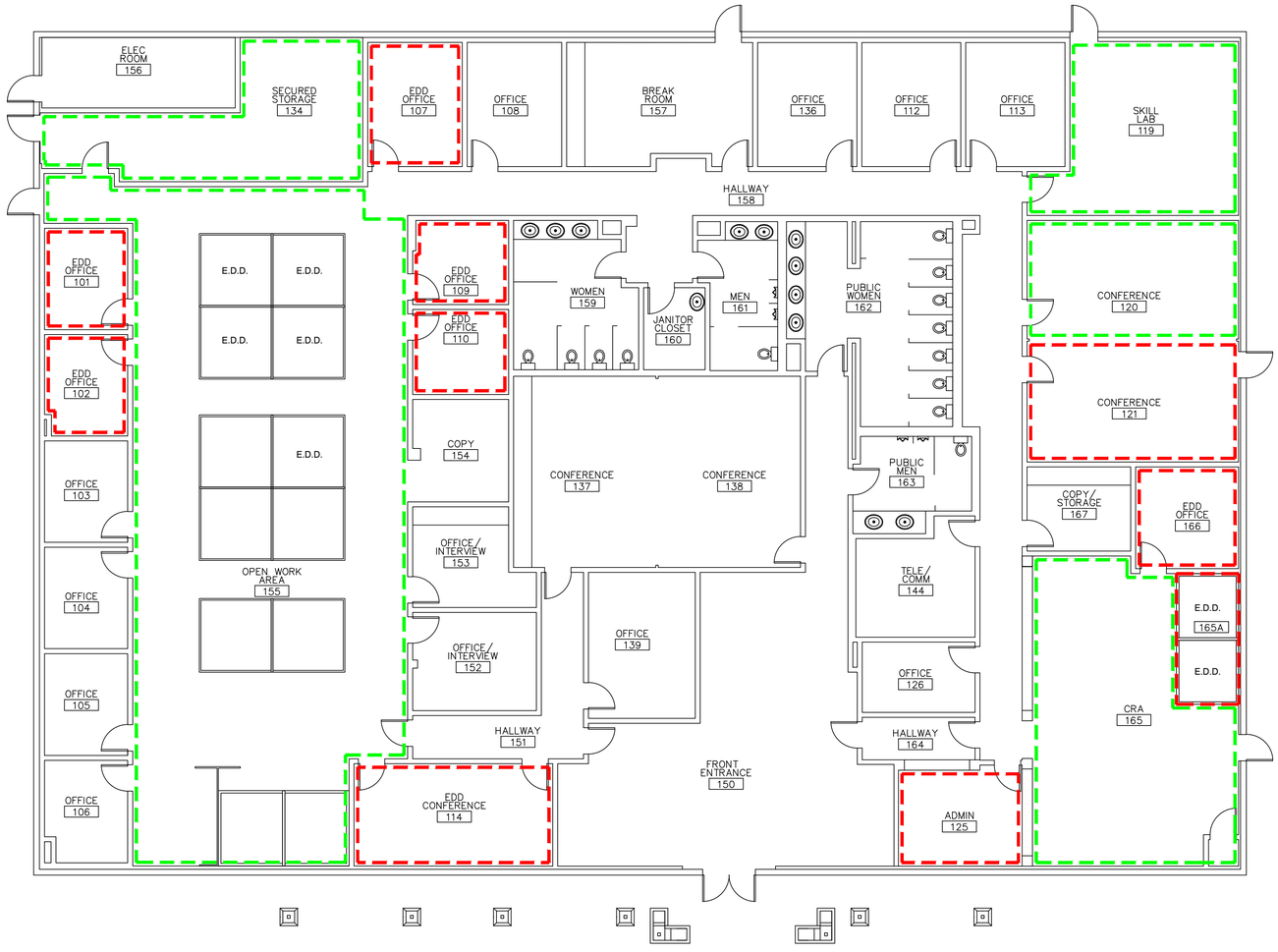
By: _____
Braden Holly
Deputy County Counsel

Date 6/4/25

JUN 24 2025 3.14

E.D.D EXCLUSIVE AREA

E.D.D SHARED AREA



E.D.D. LEASED AREA CALCULATIONS

DATE: 09.18.18

GROSS BUILDING FLOOR AREA: 13,248 SF

GROSS AREA MULTIPLIER: 1.11

ROOM #	ROOM NAME	AREA (S.F. - NET)	AREA (S.F. - GROSS)	COMMON	TARE	% E.D.D OCCUPIED (common area excluded)	E.D.D AREA (S.F.) (common area excluded)	E.D.D AREA (S.F.)
	SHARED SPACE							
119	SKILL LAB	405 S.F.	450 S.F.			50%	225 S.F.	225 S.F.
120	CONFERENCE	325 S.F.	361 S.F.			50%	180 S.F.	180 S.F.
134	SECURED STORAGE	394 S.F.	437 S.F.			33%	144 S.F.	144 S.F.
155	OPEN WORK AREA	2377 S.F.	2639 S.F.			42%	1109 S.F.	1109 S.F.
165	CRA	698 S.F.	775 S.F.			50%	388 S.F.	388 S.F.
	E.D.D EXCLUSIVE							
101	EDD OFFICE	109 S.F.	121 S.F.			100%	121 S.F.	121 S.F.
102	EDD OFFICE	107 S.F.	119 S.F.			100%	119 S.F.	119 S.F.
107	EDD OFFICE	152 S.F.	169 S.F.			100%	169 S.F.	169 S.F.
109	EDD OFFICE	103 S.F.	114 S.F.			100%	114 S.F.	114 S.F.
110	EDD OFFICE	106 S.F.	118 S.F.			100%	118 S.F.	118 S.F.
114	EDD CONFERENCE	264 S.F.	293 S.F.			100%	293 S.F.	293 S.F.
121	CONFERENCE	331 S.F.	368 S.F.			100%	368 S.F.	368 S.F.
125	ADMIN	154 S.F.	171 S.F.			100%	171 S.F.	171 S.F.
165A	EDD WORKSTATIONS (CRA)	105 S.F.	117 S.F.			100%	117 S.F.	117 S.F.
166	EDD OFFICE	136 S.F.	151 S.F.			100%	151 S.F.	151 S.F.
	PARTNER EXCLUSIVE							
103	OFFICE	109 S.F.	121 S.F.			0%	0 S.F.	0 S.F.
104	OFFICE	109 S.F.	121 S.F.			0%	0 S.F.	0 S.F.
105	OFFICE	110 S.F.	122 S.F.			0%	0 S.F.	0 S.F.
106	OFFICE	107 S.F.	119 S.F.			0%	0 S.F.	0 S.F.
108	OFFICE	152 S.F.	169 S.F.			0%	0 S.F.	0 S.F.
112	OFFICE	159 S.F.	177 S.F.			0%	0 S.F.	0 S.F.
113	OFFICE	159 S.F.	177 S.F.			0%	0 S.F.	0 S.F.
126	OFFICE	103 S.F.	114 S.F.			0%	0 S.F.	0 S.F.
136	OFFICE	159 S.F.	177 S.F.			0%	0 S.F.	0 S.F.
139	OFFICE	202 S.F.	224 S.F.			0%	0 S.F.	0 S.F.
152	OFFICE/INTERVIEW	157 S.F.	174 S.F.			0%	0 S.F.	0 S.F.
153	OFFICE/INTERVIEW	138 S.F.	153 S.F.			0%	0 S.F.	0 S.F.
154	COPY	129 S.F.	143 S.F.			0%	0 S.F.	0 S.F.
167	COPY/STORAGE	113 S.F.	125 S.F.			0%	0 S.F.	0 S.F.
	COMMON AREA							
137/138	CONFERENCE	711 S.F.	789 S.F.	X		0%	0 S.F.	351 S.F.
144	TELE/COMM	164 S.F.	182 S.F.	X		0%	0 S.F.	81 S.F.
150	FRONT ENTRANCE	989 S.F.	1098 S.F.	X		0%	0 S.F.	488 S.F.
151	HALLWAY	174 S.F.	193 S.F.	X		0%	0 S.F.	86 S.F.
157	BREAK ROOM	289 S.F.	321 S.F.	X		0%	0 S.F.	143 S.F.
158	HALLWAY	783 S.F.	869 S.F.	X		0%	0 S.F.	386 S.F.
159	WOMEN	211 S.F.	234 S.F.	X		0%	0 S.F.	104 S.F.
160	JANITOR CLOSET	65 S.F.	72 S.F.	X		0%	0 S.F.	32 S.F.
161	MEN	134 S.F.	149 S.F.	X		0%	0 S.F.	66 S.F.
164	HALLWAY	62 S.F.	69 S.F.	X		0%	0 S.F.	31 S.F.
	TARE							
156	ELEC ROOM	176 S.F.	195 S.F.		X	0%	0 S.F.	0 S.F.
162	PUBLIC WOMEN	367 S.F.	408 S.F.		X	0%	0 S.F.	0 S.F.
163	PUBLIC MEN	134 S.F.	149 S.F.		X	0%	0 S.F.	0 S.F.
SUBTOTAL		**11931 S.F.**	**13248 S.F.**	**3977 S.F.**			**3786 S.F.**	**5553 S.F.**

EXCLUSIVE E.D.D AREA: 1740.0 SF
SHARED E.D.D AREA: 2045.7 SF
E.D.D COMMON AREA SHARE: 1767.5 SF 44.44%

TOTAL E.D.D LEASED AREA: 5553 SF

TARE: 752 S.F.

NOTE:
NO MODIFICATIONS OR ALTERATIONS ARE BEING MADE TO THIS BUILDING. PLAN REFLECTS AN "AS-BUILT" CONDITION. THE ONLY PURPOSE OF CALIFORNIA STATE FIRE MARSHAL REVIEW IS TO PROVIDE FOR STATE EMPLOYEE OCCUPIED SPACE WHERE INDICATED.

ATTENTION:
NO CHANGES, MODIFICATIONS OR SUBSTITUTIONS SHALL BE MADE TO THE PREMISES AS SHOWN EXCEPT WITH THE PRIOR WRITTEN APPROVAL OF BUSINESS OPERATIONS PLANNING AND SUPPORT DIVISION, ADMINISTRATION BRANCH, EMPLOYMENT DEVELOPMENT DEPARTMENT

BUILDING DATA

CONSTRUCTION TYPE: V	STORIES: 1
OCCUPANCY GROUP: B-2	AUTOMATIC SPRINKLERS: YES
	FIRE ALARM: NO
FLOOR PLATE (SF): 13,248	YEAR BUILT: 1985

FLOOR PLAN

1/8" = 1'-0"

State of California
DGS GENERAL SERVICES
Department of General Services
Real Estate Services Division
Asset Management Branch
Real Estate Leasing & Planning Section
707 3rd Street, Suite 5-305
West Sacramento, California 95605
Main Phone: 916 375-4099
Main Fax: 916 376-6382
www.dgs.ca.gov

PROJECT CONTACT: CARRIE GORDON
PHONE: (916) 375-4169
FAX (916) 375-4162
carrie.gordon@dgs.ca.gov

DISCLAIMER
THIS DRAWING IS THE PROPERTY OF THE STATE OF CALIFORNIA, REAL ESTATE SERVICES DIVISION, REAL ESTATE LEASING & PLANNING (RELPS) AND MAY NOT BE COPIED, DIGITIZED, OR OTHERWISE REPRODUCED IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN PERMISSION OF AN AUTHORIZED RELPS REPRESENTATIVE. FURTHER, THIS DRAWING IS CONSIDERED THE WORK PRODUCT OF THE STATE OF CALIFORNIA AND AS SUCH IS PROPRIETARY AND CONFIDENTIAL, AND MAY NOT BE TRANSFERRED OR DISCLOSED TO ANY THIRD PARTY OR PARTIES.

NOTE TO ARCHITECTS:
THE RELPS MAKES NO CLAIM AS TO THE ACCURACY OF THE ARCHITECTURAL PORTION OF THIS DRAWING. THESE DRAWINGS ARE INTENDED AS PART OF THE STATE'S LEASE EXHIBITS ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION. THE USER OF THIS DATA SHALL TAKE FULL RESPONSIBILITY FOR THE ACCURACY OF ALL EXISTING CONDITIONS, DIMENSIONS, AND AREA SQUARE FOOTAGE CALCULATIONS.

(Schematic Design Only)
Approval of this (schematic) plan does not authorize or approve any omission or deviation from applicable regulations. Final approval is subject to Working Drawing submittals and field inspections. One set of approved Working Drawings shall be available on the project site at all times.

Reviewed by: _____

Date: _____

California State Fire Marshal
Preliminary Approval

The State Fire Marshal's signature on this Exhibit is for the preliminary review only, all construction documents must be submitted by the lessor or contractor to the SFM for final review and approval.

REVISION: 1	DATE
REVISION: 2	DATE
REVISION: 3	DATE

LEASE PREMISES:
NET OFFICE AREA: 5,553 SF
NET STORAGE AREA: _____ SF
TOTAL NET USABLE AREA: 5,553 SF
_____ SF
_____ SF

PARKING STALLS:
EXCLUSIVE: NON-EXCLUSIVE: 50

AGENCY APPROVAL: Carrie L. Gordon DATE 4.01.2025
RESD APPROVAL: ON FILE DATE 3.10.2025

PLANNER: C. GORDON	INITIAL STAMP:
DRAWN BY: CLG	
DATE: 02.18.2025	
PROJECT NUMBER: 10308	
LEASE FILE NUMBER: 6945-001	

PROJECT: OFFICE QUARTERS

AGENCY: EMPLOYMENT DEVELOPMENT DEPARTMENT

LOCATION: 749 N. STATE STREET HEMET, CA 92543

EXHIBIT : A	SHEET NO.: 1 OF 1 SHEETS

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NET OFFICE AREA:	5,553 SF
NET STORAGE AREA:	SF
TOTAL NET USABLE AREA:	5,553 SF
	SF
	SF

PARKING STALLS:
EXCLUSIVE: NON-EXCLUSIVE: 50

AGENCY APPROVAL: DATE
Carrie L. Gordon 4.01.2025

RESD APPROVAL: DATE
ON FILE 3.10.2025

PLANNER: C. GORDON	INITIAL STAMP:
DRAWN BY: CLG	
DATE: 02.18.2025	
PROJECT NUMBER: 10308	
LEASE FILE NUMBER: 6945-001	

PROJECT:
OFFICE QUARTERS

AGENCY:
EMPLOYMENT DEVELOPMENT DEPARTMENT

LOCATION:
749 N. STATE STREET
HEMET, CA 92543

EXHIBIT : A	SHEET NO.: 1 OF 1 SHEETS

C ALTERATIONS ARE BEING MADE TO
1 EFLECTS AN "AS-BUILT" CONDITION.
CALIFORNIA STATE FIRE MARSHAL
FOR STATE EMPLOYEE OCCUPIED
ED.

ATIONS OR SUBSTITUTIONS SHALL
SES AS SHOWN EXCEPT WITH THE
VAL OF BUSINESS OPERATIONS
T DIVISION, ADMINISTRATION
DEVELOPMENT DEPARTMENT

STORIES: 1
AUTOMATIC SPRINKLERS: YES
FIRE ALARM: NO
YEAR BUILT: 1985

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EXHIBIT B – OUTLINE SPECIFICATIONS

PROJECT:	PROJECT QUARTERS	PROJECT NO.:	10308
AGENCY:	Employment Development Department	LEASE NO.:	6945-001
LOCATION:	749 N State Street Hemet, CA 92543	DATE:	February 18, 2025

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PLANNER: Liz Bergmann PHONE: 916.376.1738

EMAIL: Liz.Bergmann@dgs.ca.gov

Confirmation Statement

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

Initials

EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 1

DIVISION 1 – GENERAL REQUIREMENTS

1.1 SUMMARY

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

1.2 RELATED DOCUMENTS

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

1.3 GENERAL PROVISIONS

A. Wherever reference is made to "State," "Agency," "Department," or other State of California administrative department, this shall be construed to mean the Department of General Services, Real Estate Services Division, Real Estate Leasing and Planning Section, here and after referred to as DGS.
B. The State's intent is to achieve adequate standards of quality while avoiding unnecessary alterations, so that in all cases where an existing feature is acceptable to DGS, the Lessor's obligation is only to maintain that feature as it exists.
C. The Lessor shall immediately address conflicts, omissions, or errors if discovered within the Exhibits, or any question regarding interpretation or clarification, by submitting in writing to the State a Request for Information (RFI). Responses from the State will not change any requirement of the lease exhibits unless so noted by the State in the response to the RFI. In case of conflicts between "Exhibit A" and Exhibit "B," the Exhibit "A" supersedes these specifications.
D. Lessor shall patch, repair and refinish to match, all existing surfaces disturbed by the new construction. Upon completion of the project, there shall be no visual difference between the new work and the existing conditions. No changes, modifications, or substitutions shall be made to the premises as shown, except with the prior written approval of DGS.
E. LEED Certification:
   1. When the lease contract requires LEED (Leadership in Energy and Environmental Design) certification the Lessor shall refer to the following requirements:
      a) The Lessor shall assign the DGS planner as a team member on the LEED-Online workspace.
      b) In a newly constructed building of 10,000 square feet (sf) or greater, the Lessor shall obtain Silver-level LEED certification or better from the U.S. Green Building Council (USGBC) within 12 months of project occupancy.
         i. For requirements to achieve Silver certification, Lessor must refer to the latest version of LEED at http://www.usgbc.org. At completion of LEED documentation and receipt of final certification, the Lessor must provide DGS an electronic copy on a compact disc of all documentation

submitted to USGBC. Acceptable file format is Adobe PDF saved to disc from the LEED-Online workspace and templates. In addition, a DGS or tenant representative shall have access to the LEED-Online workspace during design and through the term of the lease.

ii. Prior to the end of the first year of occupancy, if the Lessor fails to achieve LEED Silver certification, the State may assist the Lessor in implementing a corrective action program to achieve a LEED Silver certification and deduct its costs (including administrative costs) from the rent.

c) In tenant improvements of 10,000 sf or greater, the Lessor shall obtain Silver-level certification or better from USGBC within 12 months of project occupancy. The DGS planner shall be consulted during the point selection process, and selection of which points to obtain shall be decided by mutual agreement. Points related to indoor air quality and lighting are a priority to the State.

i. For requirements to achieve certification, Lessor must refer to latest version of the LEED Reference Guide at: http://www.usgbc.org. At completion of LEED documentation and receipt of final certification, the Lessor must provide DGS an electronic copy on a compact disc of all documentation submitted to USGBC. Acceptable file format is Adobe PDF copied to disc from the LEED-Online workspace and templates. In addition, the Lessor will provide DGS viewing access to the LEED-Online workspace during design and throughout the time of the lease.

ii. Prior to the end of the first year of occupancy, if the Lessor fails to achieve LEED Silver certification, the State may assist the Lessor in implementing a corrective action program to achieve LEED certification and deduct its costs (including administrative costs) from the rent.

d) When LEED certification is obtained, the Lessor shall provide two original LEED certificates to DGS.

F. Prevailing wage: For those projects defined as "public works" pursuant to Labor Code §1720.2, Lessor/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.

G. Project schedule: Upon execution of the lease, Lessor shall issue to DGS a complete and detailed Critical Part Method (CPM) schedule for the project, which may be adjusted by mutual agreement as the project proceeds. The schedule shall include allowances for periods of time necessary for the installation of State-owned equipment and modular systems furniture.

H. Construction costs: Prior to construction, Lessor shall provide to the State competitive bids from at least three licensed contractors/subcontractors and shall contract with the lowest acceptable bidder. The bids shall include all charges such as (but not limited to) labor, materials, tools, equipment, fees, taxes, shipping, handling, permits, inspections, and fabrication for the work defined in the lease exhibits. The bids shall also include any architectural and engineering fees. The bids shall be itemized unit cost construction estimates developed by using the Construction Specification Institute (CSI) format, titles, and numbering system. Lump sum cost estimates are not acceptable.

I. New shell condition: The following items shall be provided by the Lessor and shall not be construed as tenant improvements:

1. Exterior window coverings
2. Capital improvements to the building's core and shell
3. Building's perimeter walls and core walls with drywall finish ready for paint
4. Fire sprinkler main loop including drops and heads
5. Electrical service at a minimum of 5 watts per square foot
6. HVAC equipment and ducting to the premises

7. Code-required toilet room facilities
8. Americans with Disabilities Act (ADA) and California Building Code (CBC) compliance work to correct all deficiencies to comply with current code.

J. Previously constructed and occupied space (second-generation condition): In addition to items in paragraph I above, Lessor shall provide the following at no cost to the State:
   1. Code-compliant ceiling
   2. Code-compliant lighting systems
   3. Any code-required exit door and frame assemblies

K. Usable area calculation: For the purpose of determining the net usable square feet, State-leased space shall be calculated as follows:
   1. Net usable office area includes all areas assigned to the State such as: offices, conference rooms, reception rooms, special use and supply rooms, hallways within the space, laboratories, private toilet rooms/showers, break rooms, auditoriums, cafeterias, and spaces exclusively used by the State. Net usable office area does not include stairwells, stacks/shafts, janitor closets, mechanical rooms, electrical rooms, code-required toilet rooms, code-required common areas, corridors and common area lobbies. Net usable office area is measured from the finished surface of the office side of the corridor and other permanent walls, the dominant surface (wall or glazing) of the exterior walls, and from the centerline of demising walls separating other building tenants.

L. Record documents: Lessor, at Lessor's sole cost and expense, shall provide the State accurate architectural drawings of the "as-is" condition of the space to be leased, including building common areas, site/parking plan, and path of travel. The drawings shall be in an electronic format to be determined by DGS. Any required re-design work cause by discrepancies with the "as-is" drawings shall be the responsibility of the Lessor.

M. Green building practices: The Lessor shall operate and maintain the leased premises in accordance with best practices to achieve energy efficiency, sustainability, improved air quality, reduced water usage and maximum recycling efforts throughout the term of the lease.
   1. New (state) building leases shall, where economically feasible, include sub-meters and provide energy use data into Energy Star's Portfolio Manager.
   2. Renegotiated state (building) leases for buildings where the State is a sole tenant shall provide energy use data into Energy Star's Portfolio Manager.
   3. New and renegotiated state building leases shall encourage landlords to participate in utility-sponsored energy conservation measures, using alternative financing.
   4. Where economically feasible, Lessors are encouraged to implement measures of the California Green Building Standards Code (CalGreen) related to indoor environmental quality for all new or renegotiated leases.
   5. The State will identify and pursue opportunities to provide electric vehicle charging stations, and accommodate future charging infrastructure demand, at employee parking facilities in new and existing buildings.
   6. All equipment and appliances provided by Lessor shall be Energy Star-labeled if Energy Star is applicable to the equipment or appliance.
   7. Wherever restroom fixtures are replaced during construction, the California Green Building Standards voluntary measures are to be met to achieve a further reduction in water usage for state-leased space (Tier 1, 30 percent reduction minimum). Lessor to implement annual irrigation system audits, including leak detection, and perform immediate repairs to minimize any water loss.
   8. Lessor to implement annual irrigation system audits, including leak detection, and perform immediate repairs to minimize any water loss.
   9. New and renegotiated state leases shall, when economically feasible, include provisions for reporting water use and installation of sub-meters where appropriate.

N. Submittals: Lessor shall submit shop drawings of product data, as well as samples, to the State for review prior to construction or fabrication.
O. Material Safety Data Sheet (MSDS): Prior to construction and upon request by the State, Lessor shall provide MSDS of all products or materials used in the maintenance, repair or renovation of the premises.

1.4 CONSTRUCTION AND CODE CRITERIA

A. Construction documents: The Exhibit "A" Plan or the Exhibit "A" Facility Design Program (written narrative) are design development guidelines only. Lessor shall provide all required construction documents and calculations necessary to obtain a building permit from the local Building Department and to construct the improvements as indicated. The use of the Exhibit "A" Plan in lieu of construction documents is not acceptable to the State.
   1. Prior to submitting construction documents to the local building department for plan check or permitting, Lessor shall submit said construction documents to DGS for review. Any DGS comments to the construction documents shall be construed as advisory only and shall not relieve the Lessor in any respect from full compliance with Exhibits "A," "B" and "C" or any other exhibits.
   2. Lessor's architect, engineers, consultants, and contractors shall have current and valid licenses/certifications issued by the state of California.
   3. During construction of building's core, shell, and/or tenant improvements, Lessor shall maintain at the project site a complete set of lease exhibits consisting of Exhibits "A," "B," "C" and any other exhibits for DGS use.

B. Fire and Life/Panic Safety: Concurrent with submission to the building department for permitting, Lessor shall submit a complete set of construction documents, including fire sprinkler plans and fire alarm plans, to the local Fire Marshal or authority having jurisdiction for plan check, permits, and inspections. No construction shall commence without approved plans.
C. Access compliance: Lessor shall ensure that all new work and existing conditions comply with the requirements of California Code of Regulations (CCR) Title 24, California Building Code (CBC), and Americans with Disabilities Act (ADA). State agencies are public entities and shall comply with Title II of the ADA. Exceptions to the code for existing buildings are not permitted. Where CBC requirements conflict or differ with ADA requirements, the most stringent requirement shall take precedence. Access compliance shall apply to exterior areas such as, but not limited to, path of travel to and from public transportation and public right-of-way; parking; passenger drop-off and loading zones; walks and sidewalks; curb ramps; ramps; and all stairs. Access compliance shall also apply to interior areas such as, but not limited to, entrances and exits; lobbies; building common areas; elevators; access lifts; doors and gates; access to and through all rooms and spaces; restrooms; signs and identification; counters; waiting and seating areas; assistive listening systems; drinking fountains; alarms; and horizontal/vertical access. See Exhibit "C" for procedures.
D. Codes and ordinances: All new work and existing conditions shall comply with all current regulations, laws, and ordinances of the governmental authorities having jurisdiction, as well as the applicable editions of the following codes, including but not limited to:
   1. Title 8 CCR, Industrial Relations
   2. Title 17 CCR, Public Health
   3. Title 19 CCR, Public Safety, State Fire Marshal Regulations
   4. Title 24 CCR, Part 1-Building Standard Administrative Code
   5. Title 24 CCR, Part 2-CBC, Vols. 1 & 2
   6. Title 24 CCR, Part 3-California Electrical Code (CEC)
   7. Title 24 CCR, Part 4 California Mechanical Code (CMC)
   8. Title 24 CCR, Part 5-California Plumbing Code (CPC)

9. Title 24 CCR, Part 6 CEC
10. Title 24 CCR, Part 9-California Fire Code (CFC)
11. Title 24 CCR, Part 11 California Green Building Standards Code
12. Title 24 CCR, Part 12-California Reference Standards Code

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

E. Building permit: Lessor shall obtain a building permit for the required construction from the local building departments, if required. In the event there is no local building department, Lessor, at Lessor's sole cost and expense, shall provide a third-party, independent Inspector of Record (IOR). The IOR shall perform periodic inspections on the work for conformance with all regulations, laws and ordinances.

F. Safety evacuation plans: Lessor shall provide safety evacuation plans of the leased premises. The safety evacuation plans shall clearly delineate evacuation routes, exits, fire extinguishers, and fire alarm pull station locations. The plans shall be a minimum of 8"x10" in size, framed and under glass or clear plastic. The plans shall be installed in all assembly occupancies including conference rooms, break rooms, reception areas, and where requested by the local Fire Marshal or authority having jurisdiction.

G. Fire extinguishers: Lessor shall provide and install fire extinguishers. Fire extinguishers shall be housed in semi-recessed cabinets and shall be located as required by CA Title 19 CCR, Public Safety. Above each fire extinguisher, per current code requirements. Lessor shall furnish and install a red triangular shaped 3-D sign with printed text "Fire Extinguisher" with an arrow pointing down. Lessor shall provide annual servicing of the fire extinguishers throughout the term of the lease.

H. Seismic performance: The State will consider only those facilities that can demonstrate the ability to meet a seismic performance level as set forth in:
   1. 1998 edition or subsequent editions of the California Building Code, or;
   2. 1976 edition or subsequent editions of the Uniform Building Code **and** the building does not have any one of the enumerated characteristics or conditions listed below:
      a) Unreinforced masonry elements, whether load-bearing or not, not including brick veneer.
      b) Precast, pre-stressed or post-tensioned structural or architectural elements, except piles.
      c) Flexible diaphragm (e.g., plywood) shear wall (masonry or concrete) structural system constructed pursuant to editions of the Uniform Building Code prior to the 1997 edition.
      d) Apparent additions, alterations, or repairs to the structural system made without a building permit.
      e) Constructed on a site with a slope with one or more stories partially below grade (taken as 50 percent or less) for a portion of their exterior.
      f) Soft or weak story, including wood frame structures with cripple walls, or if construction is over first-story parking.
      g) Seismic retrofit of the building, whether voluntary or mandated, whether partial or complete.
      h) Repairs following an earthquake. Welded steel moment frames (WSMF) that constitute the primary seismic force-resisting system for the building, and the structure was designed to code requirements preceding those of the 1997 edition of the Uniform Building Code, and the building site has experienced an earthquake of sufficient magnitude and site peak ground motions that inspection is required when any of the conditions of Section 3.2 of Federal Emergency Management Agency (FEMA) 352 indicate an investigation of beam-column connections is warranted.

i) Visible signs of distress or deterioration of structural or nonstructural systems, e.g., excessively cracked and/or spalling concrete walls or foundations, wood dry rot, etc.

3. Certification of the above requirements must be provided by an independent licensed structural engineer at the Lessor's expense.
4. Lessor shall provide and install all hardware required to brace and anchor all storage cabinets, lockers, bookcases, shelving units and similar furnishings 5'-0" or more in height whether provided by State or Lessor, in accordance with seismic design requirements of the code.

I. Construction waste management:

1. Items and materials existing in the premises, or to be removed from the premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the State in this Lease. The Lessor shall submit a list of items for reuse and DGS shall make the final determination for acceptance.
2. Recycling construction waste is mandatory for initial space alterations and tenant improvements under the Lease.
3. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations that will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
4. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
   a) Ceiling grid and tile
   b) Light fixtures, including proper disposal of any transformers, ballasts and fluorescent light bulbs
   c) Duct work and HVAC equipment
   d) Wiring and electrical equipment
   e) Aluminum and/or steel doors and frames
   f) Hardware
   g) Drywall
   h) Steel studs
   i) Carpet, carpet backing, and carpet padding
   j) Wood
   k) Insulation
   l) Cardboard packaging
   m) Pallets
   n) Windows and glazing materials
   o) All miscellaneous metals
   p) All other finish and construction materials
5. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous wastes.
6. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
7. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the State. Records shall include materials recycled or landfilled; quantity; date; and identification of hazardous wastes.

8. Leftover paint and open paint cans shall be returned to drop-off locations, paint retailers, hardware stores, transfer stations and household hazardous waste facilities for reuse, recycling or proper management. Unopened cans of paint shall be left on site for the Lessor's or agency's use for touch-up painting.

1.5 SUBSTANTIAL COMPLETION AND PROJECT COMPLETION

A. Premises shall fully conform to all lease exhibits and shall be constructed in accordance with industry standards and best practices. Lessor guarantees that all mechanical, electrical, plumbing systems and other features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service in accordance with these specifications for the term of this lease.

B. Substantial completion is achieved when the building core, shell, and tenant improvements as defined in these lease exhibits, including the installation of any modular systems furniture (MSF), are sufficiently completed to allow the State to lawfully and physically occupy the premises for its intended purpose. Any work required to complete any outstanding punch-list items shall not interfere with or interrupt the State's daily operation. A DGS planner will make the final determination of when substantial completion is achieved.

C. Lessor shall operate the HVAC system to provide continuous air for a minimum of 24 hours per day for seven days prior to occupancy.

D. State employees, agents, and invitees shall have ready access to the building and premises through the main building entry and lobby. Elevators, stairs and restrooms shall be operational.

E. The premises shall be free of all construction debris and thoroughly cleaned. Lessor shall touch up and restore damaged or defaced painted surfaces throughout the premises subsequent to installation of State's furnishing and equipment. All painting shall be coordinated with a DGS planner.

F. Upon project completion, Lessor shall obtain final approvals from the authorities having jurisdiction and all punch-list items shall have been completed, and reinspected by the State. Lessor shall submit to the State the following completed documents, if applicable, with all appropriate signatures.
   1. Building permit
   2. Building inspection card
   3. Certificate of occupancy
   4. Fire Department approvals
   5. CBC/ADA Access Compliance Fee Calculation-Exhibit "C" Form E
   6. Verified Report-Exhibit "C" Form G
   7. LEED Certification-when applicable
   8. Air balance report
   9. Operation manuals and training for equipment such as (but not limited to) intrusion alarm system, video conferencing equipment, and appliances.

1.6 INDOOR AIR QUALITY

A. Lessor shall implement mandatory measures and relevant and feasible voluntary measures of the CalGreen, Part 11, in new buildings and when performing alterations, modifications and maintenance.

B. Maintenance staff shall use cleaning products that are low emitting; that meet Green Seal (GS) Standard GS-37; and that use non-chemical methods where feasible.

C. Maintenance staff shall follow the Carpet and Rug Institute's Carpet Maintenance Guidelines for Commercial Applications.

D. Lessors shall, when feasible, use filters with a minimum efficiency reporting value (MERV) rating of no less than 13. Existing HVAC systems incapable of accommodating

a 13 MERV rating shall use the highest MERV rating that their fan(s) can accommodate.

E. All HVAC systems above 2,000 cubic feet per minute (cfm) shall be equipped with outdoor airflow measuring stations and be connected to a building energy management system, which shall be programmed to provide audible and visible alarms. For additional HVAC requirements see Division 2.

1.7 HAZARDOUS MATERIALS

A. Lessor warrants and guarantees that the premises leased to the State will be operated and maintained free of hazard from asbestos, lead, mold, and PCBs.
   1. The areas include:
      a) Premises leased to the State and air plenums in the same HVAC zone.
      b) Common public areas which state employees or their invitees would normally and/or reasonably use.
      c) Building maintenance areas, utility spaces, and elevator shafts within or servicing areas described in items (a) and (b) above.
   2. Lessor shall be responsible for all costs associated with the abatement of hazardous materials including (but not limited to) the following: cleanup of contaminated State-leased space, State-owned equipment, furnishings and materials and all required monitoring reports. Copies of all air monitoring reports shall be furnished to the State.
   3. The State-leased space shall be maintained at or below the permissible exposure levels for all substances regulated under Title 8 California Code of Regulations Section 5155. If it is determined by the State that the tenant must be relocated to prevent exposure above the permissible level, the Lessor shall provide comparable accommodating space at no cost to the State. In addition, the Lessor shall pay for all costs associated with this move including (but not limited) to: administrative, furniture, communications contracts and equipment costs.
   4. In the event that after written notice is provided by the State, the Lessor fails, refuses, or neglects to diligently pursue abatement of any hazardous material, the State may affect such abatement. The State may deduct all reasonable costs of such abatement of hazardous materials from the rent.
   5. The Lessor shall indemnify, defend, and hold the state of California, its officers, and employees harmless from and against any and all losses, damages, judgments, expenses (including court costs and reasonable attorney fees), or claims whatsoever, arising out of, or in any way connected with or related to, directly or indirectly, the presence of hazardous materials within the State-leased space or the building in which the leased premises are located.

B. Asbestos:
   1. For buildings constructed prior to January 1, 1979, the Lessor shall provide the State with a current written asbestos survey of the areas listed in Section 1.6. A.1. An independent California Division of Occupational Safety and Health (CalOSHA) Certified Asbestos Consultant shall complete the survey.
   2. For buildings constructed after December 31,1978, and prior to any tenant improvements or major repairs, the Lessor and Lessor's construction contractor are responsible for sampling any suspected asbestos-containing material (ACM) to be disturbed during the project. Where ACM is suspected to be present, the Lessor shall provide the State with a written asbestos survey covering all materials to be disturbed during the project; the survey shall be performed by an independent Lessor-contracted consultant.
   3. Where ACM or suspect ACM has been identified by survey, the Lessor shall provide the State with a copy of a written Operations and Maintenance (O&M) plan. This O&M plan must be effective in minimizing damage or disturbance of any ACM or suspect ACM and provide for quick repairs of the same.

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

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

D. Mold:
   1. The Lessor shall operate and maintain the leased premises to be free of hazard from mold.
   2. If mold is detected within the State-leased space, an immediate response action in accordance with industry standard practices shall be undertaken by the Lessor. The Lessor shall contract for the services of an independent CalOSHA/Certified Industrial Hygienist to determine the appropriate response action.
   3. Lessor shall be responsible for all costs associated with any hazard response action.

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

END OF DIVISION 1

EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 2

DIVISION 2 – DESIGN REQUIREMENTS

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

2.1 FLOOR CONSTRUCTION AND FINISHES

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

B. Carpet flooring – General:
   1. Lessor shall provide and install carpet and cove base where shown in Exhibit "A." All carpet shall comply with American National Standards Institute (ANSI) NSF 140-2007 Platinum level.
      a) When requested by DGS, Lessor shall submit carpet samples to DGS for selection. The samples shall be from a minimum of three different manufacturers and consist of a variety of patterns, textures, colors and styles.
      b) Carpet shall have random graphic pattern loop non-generic branded, 6 or 6.6 nylon face yarn with inherent static control.
      c) Broadloom loop pile carpet shall have inherent static control capability to assure a maximum 3.5 KV rating at 20 percent relative humidity and 70° F as measured by American Association of Textile Chemists and Colorists (AATCC) Test Method 134.
      d) Carpet shall be installed according to manufacturer's guidelines. The carpet shall be securely attached; have a firm cushion, pad or backing; and be of level loop, textured loop, level-cut pile, or level-cut/uncut pile texture. The maximum pile height shall be ½ inch.
      e) The carpet backing shall have a minimum 10-year guarantee against tuft pull and zippering, and surface wear shall not be more than 10 percent within 10 years.
      f) Carpet adhesives shall be non-toxic, low-odor, solvent-free, and shall not produce toxic vapors or contain carcinogenic materials.

g) Carpet shall meet federal, state and local flammability standards.
h) Carpet shall be installed in accordance with the Carpet and Rug Institute (CRI) Carpet Installation Standard. The installation shall be guaranteed against bubbling, wrinkling, stretching/shrinking, opening seams, or other evidence of poor materials and workmanship for a period of two years following installation. This guarantee shall cover normal wear and tear and note deficiencies occurring as a result of damage, negligence and/or alterations. The materials shall be guaranteed against wear, delamination, tuft bind and be lightfast for a period of 10 years. The material shall remain colorfast as a result of atmospheric contaminants for a period of five years after installation.
i) Lessor shall maintain the carpet according to manufacturer's guidelines.

C. Broadloom carpet requirements:
1. Density: 6000 minimum; heavy commercial use.
2. Density: 36x finished pile weight divided by pile height.
3. Tuft bind for broadloom shall be minimum 6 lbs., ASTM D 1335-98, Standard Test Method for Tuft Bind (edge ravel) of Pile Yarn Floor Coverings, tested wet or dry. Warranty edge ravel for 10 years.
4. Face yarn weight: Minimum 22 oz./sq. yd.
5. Minimum of 10 lbs. backing delamination test, ASTM D 3936-05 Standard Test Method for Resistance to Delamination of the Secondary Backing of Pile Yarn Floor Covering.
6. Minimum rating of 7 anti-stain tests; AATCC Test Method 175-2008 Stain Resistance Pile Floor Coverings.
7. Lessor shall provide 2 percent of product overage, including accent carpet, up to a maximum of 100 sq. yards from the same dye lot for future repairs.

D. Carpet tile requirements:
1. Density: 5000 minimum; heavy commercial use.
2. Tuft bind strength shall be minimum 5 lbs., ASTM D 1335-98: Standard Test Method for Tuft Bind (edge ravel) of Pile Yarn Floor Coverings, tested wet or dry. Warranty edge ravel for 10 years.
a) Face yarn weight: Minimum 16 oz./sq. yd.
b) Minimum of 10 lbs. backing delamination test, per ASTM D 3936-05 Standard Test Method for Resistance to Delamination of the Secondary Backing of Pile Yarn Floor Covering.
c) Minimum rating of 7 anti-stain tests, per AATCC Test Method 175-2008 Stain Resistance Pile Floor Coverings.
d) Lessor shall provide 2 percent of product overage, including accent carpet, up to a maximum of 100 sq. yards from the same dye lot for future repairs.

E. Ceramic tile flooring requirements:
1. Ceramic tile flooring shall have a coefficient of friction of at least 0.6 per ASTM C 1028 (0.8 percent on sloped surfaces steeper than 6 percent). Unless otherwise noted by DGS, provide slip-resistant floor tile with matching wall tile base, and include all inner and outer corner and trim pieces. All adhesives, mastics, and grouts shall be non-toxic and low in volatile organic compound (VOC) emissions and shall be as recommended by the ceramic tile manufacturer. All grout shall be sealed and maintained according to manufacturer's guidelines.

F. Resilient flooring requirements:
1. Resilient flooring shall meet ASTM F 1066, FS SS-T-312B, Type IV, Composition 1, Class 2, 12" x 12" having uniform thickness of 1/8" with square true edges of manufacturer's standard color and pattern as selected. Product shall comply with all regulations controlling the use of VOCs. Provide one carton (40 pieces) of additional matching floor tile.

2. Resilient flooring shall have a coefficient of friction of at least 0.6 per ASTM D 2047. It shall be installed in strict accordance with manufacturer's approved installation instructions using the appropriate recommended 100 percent solvent-free adhesive.

G. Rubber base requirements:
   1. Lessor shall provide and install cove wall base at all carpet and resilient floor finish areas. Wall base shall be extruded rubber cove, 1/8" thick x 4" high complying with ASTM F-1861. The color shall be selected by DGS.

2.2 EXTERIOR WALLS

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

2.3 INTERIOR WALLS, PARTITIONS AND VESTIBULES

A. Walls and partitions shall be ceiling height unless otherwise noted in Exhibit "A" or Division 3 'Special Provisions.' Subject to code limitations, those indicated as new partitions may be wood or metal stud with plaster or gypsum wallboard or other construction of equal sound transmission coefficient (STC). Provide a minimum STC 32. Demising walls separating State premises and other building tenants shall extend to the underside of structure above and shall be constructed to achieve an STC 50.
B. Walls of equipment rooms, toilet rooms, conference rooms, hearing rooms, quiet rooms, training rooms, interview rooms, employee break rooms, and where otherwise indicated in Exhibit "A," shall be insulated to prevent transmission of sound or vibration. Wall construction shall achieve a minimum rating of STC 50 as set forth in ASTM E 90.
C. Furnish and install insulation batts above the finished ceiling on each side of the wall for the entire length of the wall.
D. Moisture-resistant wainscot of wall tile or other DGS-approved material shall be installed to all plumbing fixture walls and adjacent walls in the toilet rooms. Wall tile shall be a minimum of 4"x 4" glazed ceramic tile unless otherwise noted in Exhibit A. Wainscot shall extend a minimum of 4'-0" above finished floor, unless noted otherwise.
E. Glazed openings in office partitions shall be set in metal frame assemblies and comply with Consumer Product Safety Commission impact-safety standards.

2.4 ROOF AND INSULATION

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

2.5 CEILINGS

A. Ceilings of office areas including reception, private offices, open office areas, corridors, and office storage areas shall have suspended "T" bar systems with acoustical lay-in tiles or other approved material with equivalent acoustical qualities. Ceiling heights shall be a minimum of 9'-0" and a maximum of 12'-0" unless otherwise approved by DGS.
B. Where existing "T" bar system with acoustical lay-in tiles are reused, Lessor shall modify ceiling system as necessary to comply with all seismic safety regulations. "T" bar system and ceiling tiles shall be free of all dirt, dust, stains, and damage. Where replacement tiles are installed, all tiles shall be arranged as necessary to provide a uniform appearance in each enclosed space.
C. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is preapproved by the State:
   1. Restrooms and evidence rooms: Plastered or spackled and taped gypsum board.

2. Offices, conference rooms and open office: Mineral and acoustical tile or lay-in panels with textured or patterned surface and regular edges or an equivalent preapproved by the State. Tiles or panels shall contain a minimum of 30 percent recycled content.

2.6 DOORS

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

2.7 DOOR HARDWARE

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

2.8 MILLWORK

A. Lessor shall provide and install new millwork as shown and where indicated in Exhibit "A."
B. All millwork shall be manufactured and installed in accordance with the AWS' latest edition for custom grades. Prior to fabrication, Lessor shall submit to DGS shop drawings of all new millwork.

C. Cabinets shall be of sizes and types as indicated in the Exhibit "A." Base cabinets shall have one row of drawers and one adjustable shelf below with concealed hinged doors, unless noted otherwise. Lessor shall provide a 4" toe space at base cabinets. Upper cabinets shall have two rows of adjustable shelves and hinged doors, unless noted otherwise.
D. Counter tops shall be finished with plastic laminate or solid surface material. Counter tops shall be self-edged unless otherwise noted. Counter tops with sinks shall be fully formed and have a no-drip edge, and coved splash joint. All counter tops shall have a back and side splash unless otherwise noted. Sinks shall have a sanitary metal rim or be a self-rim stainless steel sink. Other materials may be submitted to the State for approval.
E. Shelving units shall be a minimum of 3/4" thick white melamine, per AWS. Cover exposed edges with plastic laminate or hardwood edge bound.
F. Face of millwork shall be high-pressure decorative plastic laminate. NEMA LD-3 grades as required by AWS.
G. Lessor shall provide cabinet hardware such as (but not limited to): concealed hinges, pulls, catches, shelf rests, standards and brackets, and drawer slides. All hardware shall comply with ANSI A 156.9-01 and Builders Hardware Manufacturers Association.
H. All millwork shall be installed in accordance with all seismic safety requirements of the code.
I. Base cabinets containing sinks shall be CBC/ADA access compliant. Unless otherwise noted, Lessor shall provide cabinet doors with attached toe kicks with rubber base to conceal clear space below.

2.9 GYPSUM BOARD FINISH/PAINTING/WALL COVERING/SEALANTS

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

F. Where alteration work occurs, new painted surfaces shall extend to the natural break.
G. Where wall covering is specified, the product shall be "breathable" to prevent mold and bacteria development. All adhesives (including but not limited to adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the VOC content limit specified in CalGreen Sections 4.504.2.1-4.504.2.4 and 5.504.4.1-5.504.4.3.
H. Interior sealants shall not contain mercury, butyl rubber, neoprene, styrene butadiene rubber (SBR), nitride, aromatic solvents (organic solvent with a benzene ring in its molecular structure), fibrous talc or asbestos, formaldehyde, halogenated solvents, lead, cadmium, hexavalent chromium, or their components.

2.10 BUILDING SPECIALTIES

A. Toilet room partitions and accessories: In addition to any code-required toilet room accessories, Lessor shall furnish, install, maintain, and replenish where appropriate, the following accessories:
   1. Coin-operated sanitary napkin dispenser (one per women's toilet room)
   2. Folding utility shelf and coat hook (one per toilet stall)
   3. Mirror with metal frame assembly (one per lavatory, two or more lavatories may have one continuous mirror)
   4. Paper towel dispensers (one per every two lavatories)
   5. Sanitary napkin waste receptacle (one per women's toilet stall)
   6. Soap dispensers (one per lavatory)
   7. Toilet paper dispenser, continuous toilet-paper flow, capable of holding two rolls (one per toilet stall)
   8. Toilet seat-cover dispenser (one per toilet stall)
   9. Trash receptacles (one per toilet room)
B. All accessories shall be constructed of stainless steel and exposed surfaces shall have satin finish.
C. Toilet room partitions:
   1. New toilet stall partitions shall match building standard.
   2. Lessor shall furnish and install privacy screens at all urinal locations – screens shall match toilet partitions.
D. Paper towel and soap dispensers:
   1. Where sinks and lavatories are provided for State's exclusive use, Lessor shall provide, install, and replenish paper towel and soap dispensers. Dispensers shall be constructed of stainless steel and exposed surfaces shall have satin finish. Locations shall include but are not limited to: break rooms, coffee bars, labs, work area, etc.
E. Window treatment:
   1. Lessor shall provide and install horizontal or vertical window blinds or other DGS-approved device for privacy to all windows and interior glazed openings, including interior door sidelights.
   2. At sun-exposed areas, Lessor shall provide and install solar screens, reflective glass coatings, reflective glass panes, or other State- and Lessor-approved device for sun control.
F. Knox Box:
   1. Where State occupies an entire building, Lessor shall furnish and install a Knox Box near building entrance as directed by Fire Department.
G. Signage:
   1. Lessor shall provide and install room identification signage for all rooms.
   2. Lessor shall verify signage content, room number designation, and submit mockups of signage types to DGS for review and approval prior to fabrication.
   3. All signage located within the State's premises shall be tactile identification signage with raised letters and raised numbers between 5/8" and 2" high with a width-to-

height ratio of between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10. Letters shall be raised 1/32" above the background, sans-serif uppercase characters. Signage shall be installed per current code. Signage for all private offices shall have a clear 3"-4" high x 6" wide x 1/16" thick non-glare lens slide-out.

a) Characters and background of signage shall be eggshell, matte, or other non-glare finish.
b) Characters shall contrast with their background.

4. Grade 2 California braille dots shall be raised 1/40" above the background. Braille shall be 1/10th inch on center within each cell and 2/10th inch between cells. Braille dots shall be domed or rounded.
5. In addition to room identification signage, Lessor shall provide and install tactile exit signs and tactile exit route signs.
6. Where signs are mounted on glass, such as but not limited to sidelights, furnish and install a blank of equal material, width, height, and background color to the opposite side of said glass.
7. State of California identification:
   a) On or near the suite entrance door, the words "STATE OF CALIFORNIA" shall be installed, and shall indicate the name of the State tenant/department/agency and suite numbers and shall include braille and tactile text and numbering.
   b) Signage shall be building standard and subject to approval by the State. Painted or pressure-sensitive vinyl letters are not acceptable. Provide agency identification in the building directory, where available.
8. Lessor shall provide "maximum occupancy" signage on the wall above or near the entry door for all conference, meeting, lunch, auditorium and assembly rooms.
9. Exterior signs (applicable only if building is totally occupied by the State): Lessor shall provide and install exterior signs. Letters shall be of cast aluminum alloy, bronze, black anodized finish or dimensional plastic. Submit samples to DGS for approval. The words "STATE OF CALIFORNIA" and the name of the occupying department, and street address shall be in scale with the building elevation.
   a) Lessor shall be solely responsible for any additional permits and fees.

H. Assistive listening devices:
1. Lessor shall provide an assistive listening device system for all meeting, conference, quiet, assembly, and gathering rooms. The system shall comply with all accessibility requirements.
   a) Occupant load less than 50:
   One portable system per floor can be shared between rooms with occupant loads less than 50. The system shall be designed to accommodate the largest room size that is being shared. The portable, wireless FM-based system shall include high output acoustic headset(s) such as the Centrum Motiva PFM 360 (or current model) with disposable ear plugs, neck-loop(s), conference microphones and a lockable charger/accessory carry case large enough to hold all equipment. The system shall be hearing aid compatible. Lessor shall provide signage at reception area indicating that the device is available.
   b) Occupant load of 50 or more:
   Rooms with more than a 50-person occupant load and fixed seating must have a fixed assistive listing device system for 4 percent of the total number of seats in these rooms, but not less than two seats. Lessor shall provide signage inside each room and in the common hallway and/or corridor indicating that the device is available.

I. Modular systems furniture (MSF):
1. The State may elect to furnish and install MSF in lieu of traditional office furniture. MSF may be comprised of any combination of freestanding partition panels, panel-supported work surfaces, files, components, and access raceways.

2. Where the State elects to install MSF as described above, Lessor, at Lessor's sole cost and expense, shall perform the following:
   a) Obtain any required permits from the local jurisdiction.
   b) Provide electrical engineering and installation of all wiring systems and components as necessary or required from the building's electrical system to the MSF for a complete and fully operational system.
   c) Provide a minimum of four 20-amp circuits to each base feed and/or power pole feed. Each base feed or power pole shall serve a maximum of four workstations.
   d) Coordinate electrical junction box locations with State-furnished MSF plans. See Division 3 Special Provisions for MSF wiring diagram.
   e) Install voice and data communication cabling from the data communication closet to the final point of termination at the MSF panel.
   f) Cut and assemble the supplied power pole to the appropriate length, insert pole into top trim of panel, align the pole true and plumb, seismically brace pole, cutting the correct size hole in the ceiling tile, routing the electrical and data conduit through the pole, and installing the ceiling escutcheon plate to complete the pole installation.
   g) Coordinate the installation of new wall-mounted equipment to prevent interference with the MSF, such as electrical panels, lighting control switching, thermostats, and fire extinguisher cabinets.
   h) Relocate any existing wall-mounted equipment as required to accommodate MSF.
   i) State or its representative shall provide MSF layout drawing(s) to Lessor for use in the preparation of construction documents unless otherwise noted.
   j) State shall complete all procurement procedures for purchase of MSF unless otherwise noted.
   k) In the event that the Lessor fails to complete the required construction, improvements, and/or alterations prior to the scheduled MSF delivery date, Lessor, at Lessor's sole cost and expense, shall be responsible for all additional shipping, handling, and storage fees, including any "overtime" labor costs.
   l) Where the State utilizes MSF, and the existing floor coverings are to be replaced as defined in the lease exhibits, Lessor, at Lessor's sole cost and expense, shall lift the existing MSF and disconnect as necessary all power, voice, and data cabling. The MSF shall be lifted using an MSF lift system as recommended by the MSF manufacturer. Upon completion of the installation of floor coverings, Lessor shall reconnect all power, voice, and data cabling and lower the MSF into place. Lessor shall realign and adjust the MSF to its original location and condition. Prior to lifting or moving the MSF, Lessor shall perform an inspection with State representatives and contractor to observe and document the condition of the MSF. In the event the MSF is damaged during the performance of any tenant improvement work, Lessor, at Lessor's sole cost and expense, shall repair and/or replace the MSF with approved equal product. MSF manufacturer's authorized installers shall perform all repair work.

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

g) Lessor shall provide automatic lighting for nighttime illumination.

2.11 LANDSCAPING

Where State is the sole tenant of the building:

A. Landscape management practices shall prevent pollution by:
   1. Employing practices which avoid or minimize the need for fertilizers and pesticides.
   2. Prohibiting the use of 2.4-Dichlorophenoxyacetic Acid (2.4-D), herbicide and organophosphates.
   3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA.

C. If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped with plants that are native or of low water use and are non-invasive to the area.

D. Lessor should design landscape to survive a drought with reclaimed water whenever possible. Lessor shall maintain and design landscape to:
   1. Protect high priority landscape elements, such as trees.
   2. Protect all slopes from erosion.
   3. Convert conventional spray heads or rotors to drip and/or low-precipitation rate nozzles.
   4. Minimum three-inch layer of mulch applied on all exposed soil surfaces or planting areas.

E. During a declared drought, Lessor shall water low-priority landscapes only to the extent required to control dust and erosion. Trees in lawn areas that provide shade to buildings are high priority. Lessor shall add drip irrigation around the drip line of the tree, or water slowly and deeply with a trickling hose. Lawns should not be fertilized.

F. Installation of irrigation sub-meters, flow meters, master valves and smart irrigation controllers are recommended. Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m.

2.12 PLUMBING

A. Lessor shall furnish and install plumbing fixtures in quantity and type as shown in Exhibit "A" and as required by code. Where State occupies multiple floors, Lessor shall provide accessible toilet rooms on each floor. Lessor shall provide one or more drinking fountains within close proximity to office quarters or as indicated on plan. Drinking fountains shall be CBC/ADA access compliant.

B. For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the State occupies the full floor):
   1. Water closets must conform to U.S. Environmental Protection Agency (EPA) WaterSense, or fixtures with equivalent flush volumes must be utilized.
   2. Urinals must conform to EPA WaterSense, or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
   3. Faucets must conform to EPA WaterSense, or fixtures with equivalent flow rates must be utilized.

C. Lessor shall provide hot and cold water at each lavatory and sink. Domestic water heaters shall be located not more than 25 feet from furthest point of use unless a hot water recirculation or other temperature maintenance system is provided. Water heaters shall initially deliver water at 110° F.

D. Where new toilet rooms, locker rooms with showers and shower rooms are provided and where shown on plans, Lessor shall provide floor drains.

E. Domestic water supply systems shall be constructed with copper piping and tubing. Soldered connections on water supply lines shall use ASTM B 32, Tin Antimony solder. Lead solder is not permitted.

2.13 HEATING, VENTILATING AND AIR CONDITIONING

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

Design Criteria		Operating Criteria	
Winter:	76° F	Winter:	68° F
Summer:	72° F	Summer:	78° F

B. Lessor shall provide and install thermostats with automatic changeover from heating to cooling. Thermostats shall have dead-band with adjustable range where no heating or cooling is activated. The temperature range of the thermostats shall be minimum 55° F to 85° F. Thermostats shall be cleaned, calibrated, and initially adjusted to 68° F maximum for heating and 78° F minimum for cooling. Thermostats shall be located within each zone. In multi-tenant buildings, thermostats shall not be shared with other building tenants.

C. Lessor shall furnish and install lockable, tamperproof covers to all thermostats within the leased premises.

D. Lessor shall furnish and install a dedicated air conditioning system with separate thermostats for the computer room, telecommunication room, server room, and other similar spaces. The system shall be capable of providing conditioned air 24 hours per day, seven days a week. The operating temperature shall comply with the telecommunication equipment manufacturer specifications.

E. Lessor shall submit detailed heating and cooling calculations, Title 24 compliance information, equipment selection data, and "as-built" mechanical drawings to DGS upon request.

F. The cooling load for conference rooms, quiet rooms, hearing rooms, public lobbies, waiting rooms, and employee break rooms shall be based on occupancy of 15 square feet per person. Cooling load for all other areas shall be based on occupancy of 100 square feet per person.

G. Systems shall be zoned for each building exposure and for interior zones where appropriate. Each zone shall be of a size and shape to ensure even air distribution and temperature control throughout the leased premises. Each conference room, quiet room, hearing room, public lobby, waiting room, and employee break room shall be zoned separately.

H. In multi-tenant buildings, HVAC zones shall not be shared with other building tenants.

I. All fan systems supplying 2,000 cfm and above shall be equipped with an economizer system that will use outdoor air up to 100 percent of fan capacity for cooling of the premises. Operation of the economizer cycle shall be controlled by outside dry bulb air temperature.

J. All lunch rooms and break rooms with microwave ovens or other food-heating appliances shall include a general exhaust fan.

K. Toilet rooms shall be provided with a mechanical exhaust system providing a minimum of 15 air changes per hour. Replacement air shall be supplied directly or indirectly from the building system. Individual supply ducts or sound-lined transfer ducts are acceptable. Each exhaust fan shall be interlocked with the associated HVAC unit supply fan serving the room. Exhaust air shall be ducted to the building exterior.

L. Ductwork construction and installation shall conform to the appropriate Sheet Metal and Air Conditioning Contractors' National Association, Inc. (SMACNA) low-velocity or high-velocity duct construction standards. Ductwork shall be concealed or aesthetically compatible with the architectural design of the interior space. Individual supply and return air outlets and ductwork shall be provided in each enclosed area. Undercutting of doors, door grilles, or jumper ducts is not acceptable. Return air shall be conducted

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

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

2.14 ENERGY AND ELECTRICAL

A. Energy efficiency and conservation
   1. Reporting Requirement Where the State is the sole tenant:
B. General electrical requirements:
   1. Lessor shall provide electrical engineering and installation of all transformers, main switchboard, subpanels, branch circuits, wiring devices, electrical switching, energy management systems, lighting, receptacles, and control equipment for HVAC systems.
   2. Service and metering equipment shall be in accordance with utility company requirements. An Electrical Arc-Flash Hazard Analysis and Short-Circuit and Protective Device Coordination Study shall be performed based on the available fault current from the utility system and contribution from the facilities' motors. Electrical equipment warning labels shall be provided based upon the available arc hazard energy at each piece of electrical equipment. Labels shall comply with the requirements of the California Electrical Code and NFPA 70E.
   3. Where electrical service panels are installed to provide service to State premises, Lessor shall provide and install panels with a minimum of 20 percent more circuit capacity than the Lessor's calculated load total.
   4. The electrical panels serving the State's premises shall be accessible from the building core or from within the State's quarters. The location of the panels shall be coordinated and approved by DGS prior to installation.
   5. All appliances and all energy-consuming devices shall be Energy Star certified by the U.S. EPA.
C. Power requirements:
   1. Duplex convenience outlets shall be 20A, 125V, three-wire grounding type provided in quantities indicated on the Exhibit "A." Lessor shall provide a minimum of two convenience outlets in each private office.
   2. Electrical/data/telephone outlet heights:
      a) Existing receptacles may remain at 12" above finished floor. New receptacles shall be installed at 15" above finished floor or as noted on plans.
   3. Lessor shall furnish and install all special use outlets, dedicated circuits, and isolated ground convenience outlets for copy machines, electronic communications equipment, and where noted on plan.

a) Dedicated circuits shall have individual ungrounded circuit conductors from each device to panel board circuit breaker and individual grounded circuit conductors from each device to the neutral bus located in the panel board. Equipment grounding conductors shall be connected to the grounding electrode system through a ground bus located in the panel board.

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

AREA:	FOOTCANDLES:
Work surfaces (includes task lighting)	40
Work area ambient lighting	40
Telecommunications rooms and closets	30
Special purpose area(s)	30
Repair garage	50
Hallways, aisles, corridors	25
Conference/meeting rooms	40
Incandescent lighting	10 – 30
Drafting areas	40
High density filing areas	40
Document processing area/room	30
Circulation space around work areas	30
Building entries	25
Restrooms	40
Waiting and lounge areas	15
Coffee counters	30
Lunch rooms/break rooms	30
Warehouse	10

4. Minimum requirements for new or replacement linear fluorescent lighting systems:
   a) Minimum Color Rendering Index (CRI) of 70
   b) Option of common Color Temperature lamps (CCT) (3000° K through 4100° K)
   c) Minimum power factor of 90 percent
   d) Minimum system efficacy of 90 lumens per watt
   e) High frequency electronic ballast
   f) Maximum Total Harmonic Distortion (THD) of 20 percent
   g) Minimum lamp life of 20,000 hours
5. Minimum requirements for compact fluorescent lighting systems:
   a) Minimum Color Rendering Index (CRI) of 75 percent
   b) Option of common Color Temperature lamps (CCT) (2700° K through 4100° K)
   c) Minimum power factor of 90 percent
   d) Minimum system efficacy of 60 lumens per watt
   e) Electronic ballast

f) Maximum Total Harmonic Distortion (THD) of 20 percent
g) Minimum lamp life of 10,000 hours

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

E. Communication equipment requirements:
1. Lessor shall provide and install all conduits and telephone service cabling from the building's main point of entry to the tenant agency's Telecommunication closet.
2. Lessor shall furnish and install telephone terminal backboard. Backboard shall be 4' x 8' x ¾" thick, fire-retardant plywood, and painted per code to match adjacent surfaces.
3. Lessor shall furnish and install termination blocks, cable management hardware, and terminate and label all cables at both ends.
4. Lessor shall provide and install all components as required by the telephone service provider's requirements.
5. Unless otherwise noted, Lessor shall furnish and install a complete structured cabling system from the tenant agency's telecommunication closet to the final point of termination. Lessor shall provide all components such as (but not limited to): cabling, cable labels, cable trays, cable management hardware, patch panels, cross connects, patch cords, faceplate, jacks, wall outlets and MSF workstation outlets, as necessary or required for a complete and operational system.
6. Lessor shall provide and install all conduit and outlet boxes with pull-wire.
7. The system shall be tested pursuant to and meet ANSI/TIA/EIA standards.
8. BICSI Certified cabling installers shall perform all work, and shall comply with all ANSI/TIA/EIA cabling standards.
9. The system shall comply with the requirements of the tenant agency's specifications.
10. The State shall not be required to remove any communication equipment and/or cabling described herein either during the lease term or upon termination of this lease.

EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 2

2.15 PARKING AND PAVING

A. Parking areas and access from the public way shall be paved. Each parking stall shall have individual, unobstructed access. All stalls shall be marked with 4" wide painted stripes using white traffic-grade paint. Traffic areas shall have appropriate painted directional arrows and any other graphics noted on Exhibit "A." Lessor shall furnish and install appropriate signage as required by local jurisdiction.
   1. In the event that the State requests exclusive and/or secure parking all spaces shall be full size parking stalls.

B. Pavement at existing parking areas shall be free of holes, patches, divots or badly weathered surface conditions. If new material is used, the existing asphalt shall be ground and used for fill in the parking area.

END OF DIVISION 2

EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 3

DIVISION 3 – SPECIAL PROVISIONS

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

There are NO SPECIAL PROVISIONS for this Project.

END OF DIVISION 3

DIVISION 4 – TECHNICAL REQUIREMENTS

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

There are NO TECHNICAL REQUIREMENTS for this Project.

END OF DIVISION 4

EXHIBIT C – ADMINISTRATIVE REQUIREMENTS

PROJECT: PROJECT QUARTERS
PROJECT NO.: 10308
AGENCY: Employment Development Department
LEASE NO.: 6945-001
LOCATION: 749 N State Street
Hemet, CA 92543
DATE: February 18, 2025

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PLANNER: Liz Bergmann
PHONE: 916.376.1738

EMAIL: Liz.Bergmann@dgs.ca.gov

Confirmation Statement

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

Initials _____

EXHIBIT C – ADMINISTRATIVE REQUIREMENTS

DIVISION 1 – AUTHORITY AND POLICY REQUIREMENTS

1.1 GENERAL

A. The State of California and its governing agencies have mandated that the Department of General Services (DGS), Real Estate Services Division (RESD) adhere to all regulations, policies and state statutes for all state agencies leasing private sector building space.

B. This Exhibit 'C' document is a binding part of the lease document and shall function with Exhibits 'A' and 'B'.

C. The forms contained in Division 4 are for the Lessor's reference. A separate Lessor's forms packet will be provided by RESD for the Lessor's use. The forms contained in the "Lessor's Packet" are to be used by the Lessor to accomplish the processes required by this document.

D. Federal Americans with Disabilities Act (ADA) and California Building Code (Title 24) accessibility requirements are combined and noted hereafter as **CBC/ADA**.

E. Abbreviations: State Fire Marshal (SFM), Division of the State Architect (DSA), Real Estate Services Division (RESD).

1.2 FIRE MARSHAL OR AUTHORITY HAVING JURISDICTION

A. SB85 authorizes the governing body of a city, county, or city and county fire department to provide fire protection services and enforce building standards relating to fire and life/panic safety. This authority encompasses plan review, permits and construction inspections of State leased facilities. The State Fire Marshal retains authority over build to suit projects.

B. For projects with no alterations (a change, addition or modification in construction, change in occupancy or use, or repair to an existing building or facility. Including, but not limited to remodeling, renovation, rehabilitation, reconstruction, rearrangement in the plan configuration of walls and full-height partitions), the Lessor is not required to submit construction documents to the Fire Marshal or Authority having jurisdiction.

C. Per CBC 111.1: No building or structure shall be used or occupied until the building official has issued a certificate of occupancy.

1.3 ACCESS COMPLIANCE AUTHORITY

A. California law incorporates the Americans with Disabilities Act requirements. California Government Code provides that buildings shall be made accessible to, and usable by, persons with disabilities, whether they are leased, rented, contracted, sublet, or hired by any municipal, county, or State divisions of government, or special district. California Building Standards Code defines that all State facilities shall meet the federal Architectural Barriers Acts.

B. These statutes, in addition to the California Building Code, Title 24, generate the need for a standard process to ensure access compliance with respect to State leased facilities.

C. The Division of the State Architect (DSA) is charged with the responsibility of ensuring compliance with the above standards.

D. If at any time during the Design, Construction Document Review, or Construction Inspection processes, a conflict arises between the State and local authorities, the Lessor/architect will compile all pertinent information and present the situation to the RESD Space Planner.

E. The DSA has delegated a component of the access compliance responsibility to RESD for leased facilities. Conforming to DSA delegation, RESD is requiring the Lessor to ensure compliance by utilizing one of the two procedures defined in this document. Refer to Division 3 (below) for specific requirements and procedures.

F. Public right- of- way access is required for all State leased facilities. If the existing conditions do not meet the required codes and regulations, the design professional (Lessor's architect) must demonstrate and document a diligent effort to request that the authority (having control) over the public right- of- way, makes the necessary modifications to secure right-of-way access. All correspondence shall be documented and provided to the RESD Space Planner for the project file.

End of Division 1

EXHIBIT C – ADMINISTRATIVE REQUIREMENTS

DIVISION 2 – PERMITTING AND CONSTRUCTION PROCEDURE

2.1 RESD LEASE EXHIBIT 'A'

Prior to the lease execution, the RESD Space Planner is responsible for the development and submittal of the lease Exhibit 'A' space plan(s) to the client agency for review and approval. The approved Exhibit 'A' plan(s) will reflect the design concept for the proposed lease within the configuration of the existing building shell. If RESD elects to use a narrative Facilities Design Program (FDP) in place of the Space Plan, the Lessor's architect shall develop the design concept and schematic plans for approval by the State.

2.2 CONSTRUCTION DRAWINGS

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

2.3 PLAN REVIEW AND APPROVAL

The Lessor's architect is required to submit the construction documents to the Local Fire Marshal or authority having jurisdiction for plan review and approval prior to construction. All specific technical elements of the construction such as fire alarm and smoke detection systems, fire sprinklers, construction details of fire assemblies, etc. shall be included with the construction documents.

End of Division 2

EXHIBIT C – ADMINISTRATIVE REQUIREMENTS

DIVISION 3 – CBC/ADA ACCESS COMPLIANCE PROCEDURE

3.1 GENERAL

A. In cases where the lessor is in agreement to use the lease paragraph titled "Accessibility Compliance", then full compliance with current accessible building codes and the Americans with Disabilities Act (ADA) is the responsibility of the lessor, therefore, requirements listed in the remainder of this division would not apply to this lease.

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

3.2 FEE REQUIREMENT

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

3.3 DETERMINATION OF FACILITY GROUP

A. The group is determined by the category and the size of the State's net usable leased area. The respective administrative process is defined in the following Sections 3.3 (Group I) and 3.4 (Group II). The Group Types are defined below:

GROUP I:

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

GROUP II:

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

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

3.4 GROUP I FACILITY PROCEDURE

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

A. Accessibility Survey: The Lessor must have an accessibility survey completed prior to the finalization and approval of the construction documents. The survey must be completed using the DGS' Accessibility Checklist for State-Leased Buildings and Facilities. The following consultants are acceptable:

   1. DSA certified accessibility consultants trained for Leased facilities or Certified Access Specialist (CASp) https://www.apps2.dgs.ca.gov/DSA/casp/casp_certified_list.aspx
   2. ICC Accessibility Inspector/Plans Examiner https://www.iccsafe.org/search-for-certified-professionals/
   3. Architect licensed in the State of California

B. The consultant will survey the facility and site per CCR Title 24, California Building Code (CBC), and Americans with Disabilities Act (ADA). State agencies are public entities and shall comply with Title II of the ADA. Exceptions to the code for existing buildings are not permitted. Access compliance shall apply to exterior areas such as but not limited to path of travel to and from public transportation and public right-of-way, parking, passenger drop-off and loading zones, walks and sidewalks, curb ramps, ramps, and all stairs. Access compliance shall also apply to interior areas such as but not limited to entrances and exits, lobbies, building common areas, elevators, access lifts, doors and gates, access to and through all rooms and spaces, restrooms, signs and identification, counters, waiting, seating areas, assistive listening systems, telephones, drinking fountains, alarms, and horizontal/vertical access. Consultants will observe and record all deficiencies, as well as provide solutions needed to bring facility into compliance with sufficient detail to allow Lessor or his/her agent to develop a cost estimate for proposed barrier removal. Should all areas mentioned above not be fully constructed, consultants shall review the construction documents in addition to the physical evaluation.

C. Fee Payment: The Lessor shall prepare a check payable to the Dept. of General Services, Real Estate Services Division. Lessor shall enclose a copy of the CBC/ADA Access Compliance Fee Calculation Form E (attached) as prepared by the RESD Space Planner, along with payment and mail to DGS, RESD (Include the project number on the check to RESD).

D. Construction Documents: The Lessor's Architect will incorporate all items defined in the accessibility survey into the construction documents. The Lessor shall submit the completed drawings to RESD for review.

E. Verified Report: Following the completion of construction, the Lessor's architect is responsible for verifying that the items outlined in the accessibility survey and incorporated into the construction documents have been completed. The Verified Report Form G (attached) shall be signed by the Lessor's architect. The architect shall forward the signed Verified Report to RESD Space Planner prior to the final inspection that will be performed by RESD. The project will not be accepted for occupancy prior to receipt of this document.

End of Group I Procedure

3.5 GROUP II FACILITY PROCEDURE

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

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

Note: See Section 3.4.A. (Group I Facility Procedure) for parameters of survey.

A. Construction Drawings and Specifications: The Lessor is required to retain an architect licensed in the State of California to design and develop plans and specifications in accordance with the lease exhibits and applicable codes and regulations. The Lessor's architect will incorporate all items defined in the accessibility survey into the construction documents. The architect is required to stamp and sign the construction documents.

B. Fee Payment: In accordance with the calculation of fees per the CBC/ADA Access Compliance Fee Calculation Form E (attached), the Lessor shall prepare a check payable to the Division of the State Architect. This check along with a copy of the CBC/ADA Access Compliance Fee Calculation Form E shall be forwarded directly to the appropriate regional DSA office in the submittal package.

C. Submittal Package: The submittals shall be sent to the appropriate DSA regional office. The state is divided into four regions, San Francisco Bay Area, Sacramento, Los Angeles and San Diego. The DSA regional office that will review this project can be confirmed by calling DSA at (916) 445-8100. The submittal package must be complete before the DSA accepts the project for review. Proceed to the DSA website using the link below for instructions on this process:

   https://www.dgs.ca.gov/DSA/Services/Page-Content/Division-of-the-State-Architect-Services-List/Start-Construction-Project-by-Submitting-Plans-for-Review

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

D. DSA Plan Approval: Once approval has been granted by DSA, the Lessor is required to construct the project in compliance with the plans, specifications and lease exhibits. The Lessor shall provide a copy of DSA's letter of approval to the RESD Space Planner. Construction shall not commence until this process has been completed.

E. Verified Report: Following completion of construction, the Lessor's architect shall visit the site to verify that the building and site are in compliance with the DSA approved plans and specifications. The Verified Report Form G (attached) shall be completed and signed by the Lessor's architect. The architect shall forward the Verified Report to RESD Space Planner prior to the final construction inspection by RESD. The project will not be accepted for occupancy prior to receipt of this document.

End of Group II Procedure

End of Division 3

EXHIBIT C – ADMINISTRATIVE REQUIREMENTS

DIVISION 4 – REFERENCE FORMS

ACCESS COMPLIANCE FEE CALCULATION – FORM E

RELPS Planner: Liz Bergmann Date: April 3, 2025

Agency: Employment Development Department

Address: 749 N State Street, Hemet, CA 92543

Project Number: 10308 Project Name: EDD Hemet 10308

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

For Group II Facilities Send to:
DSA Regional Office
See DSA website for office locations:
https://www.dgs.ca.gov/DSA/contact

Project Type		Project Size (net usable s.f.)		Project Value (PV)
☐	Existing Warehouse Buildings		$20/sf	$ -
☐	Existing Office Buildings		$50/sf	$ -
☐	New Construction		$150/sf	$ -

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

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

Total Lessor Fee Obligation:	$ -

DIVISION 4 – REFERENCE FORMS

DVBE PROGRAM CERTIFICATION SHEET – FORM F

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE
PROGRAM CERTIFICATION SHEET

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

LEASE AMOUNT/DVBE CERTIFICATION Project No.: 10308

I hereby certify that the Lease Contract Amount, as defined below, is in the amount of

$_____ of which $_____ was awarded to a certified

DVBE firm resulting in_____% DVBE participation. I understand that the Lease Contract

Amount is the total dollar figure against which the DVBE participation will be evaluated.

Lessor: _____ Date: _____

Lessor's Signature: _____ Printed Name: _____

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

DIVISION 4 – REFERNCE FORMS

STATE LEASED BUILDINGS AND FACILITIES VERIFIED REPORT – FORM G

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

RESD Project Info:	Agency: Employment Development Department	RESD Project # 10308
	Project Type (Scope of Work): Lease Renewal or Amendment 56	Date: April 3, 2025
	RESD Planner: Liz Bergmann	Phone: 916.376.1738

Facility Info:	Building Name:	Hours of Operation:
	Address:	Suite:
	City:	Zip:
	Lessor Contact:	Phone:

Contractor:	Company Name:	License #:	Phone:

This report includes all construction work through the date of: _____ month _____ day _____ year

Exterior Work	% Compliant	Interior Work	% Compliant
Parking & Accessible Stalls		Accessible Main Entrance	
Walks & Sidewalks		Doors & Gates	
Curb Ramps		Information / Reception Counter	
Stairways		Elevators / Ramps / Lifts	
Ramps & Landings		Sanitary Facilities / Sinks / Drinking Fountains	
Accessible Main Entrance		Stairwells / Exits	
Wayfinding & Signage		Conference / Meeting / Assembly Rooms	
		Wayfinding & Signage	
		Fire Alarms	
		Total Project Percentage	

***All items required to be 100% compliant unless Hardship approved by Authorized Jurisdiction or Mitigation Plan outlined in lease.**

List work and percentage to be completed (attach additional pages as necessary):

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

Architect:	Signature:	Date:
	Name:	Architect #:
	Company / Firm:	Phone:
	Address:	

Submit completed forms to the location indicated below:

Department of General Services
Real Estate Services Division
Attn: Liz Bergmann
707 3rd Street, Suite 5-305
West Sacramento, CA 95605

State of California - Employment Development Department

749 N. State Street, Hemet, CA 92543

Legend

County Centerline Names

0 206 413 Feet

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

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Notes

District 5
APNs 439-161-025 and 439-060-013