STANDARD LEASE FORM

LEASE COVERING PREMISES LOCATED AT 625 Kings Court, Suite A

Ukiah, CA 95482

LESSOR'S FED. TAX. I.D. NO. OR SOCIAL SECURITY NO.

94-6116617

TENANT AGENCY

Department of Rehabilitation

Lease File No.: 3438-001 **Project No.:** 6175

Preamble

THIS LEASE, made and entered into this 11th day of April 2024 by and between

MENDOCINO COUNTY EMPLOYEES RETIREMENT ASSOCIATION

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 Ukiah, County of Mendocino, State of California, and more particularly described as follows:

Approximately 3,695 net usable square feet of office space on the first floor of the building located at 625 Kings Court, Suite A, Ukiah, California as outlined in red on the attached Exhibit "A" plan, together with Outline Specifications marked Exhibit "B" and Administrative Requirements marked Exhibit "C", said Exhibits "A" and "B" and "C", Project No. 6175 dated March 7, 2022, hereby being incorporated into this lease, and including five (5) 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 November 1, 2024, and shall end on October 31, 2036, 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 October 31, 2030, by giving written notice to the Lessor at least forty-five (45) 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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Rent

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

ELEVEN THOUSAND FORTY-EIGHT AND 05/100 DOLLARS (\$11,048.05) from November 1, 2024, through October 31, 2025; then

ELEVEN THOUSAND THREE HUNDRED SEVENTY-NINE AND 49/100 DOLLARS (\$11,379.49) from November 1, 2025, through October 31, 2026; then

ELEVEN THOUSAND SEVEN HUNDRED TWENTY AND 87/100 DOLLARS (\$11,720.87) from November 1, 2026, through October 31, 2027; then

TWELVE THOUSAND SEVENTY-TWO AND 50/100 DOLLARS (\$12,072.50) from November 1, 2027, through October 31, 2028; then

TWELVE THOUSAND FOUR HUNDRED THIRTY-FOUR AND 68/100 DOLLARS (\$12,434.68) from November 1, 2028, through October 31, 2029; then

TWELVE THOUSAND EIGHT HUNDRED SEVEN AND 72/100 DOLLARS (\$12,807.72) from November 1, 2029, through October 31, 2030; then

EIGHT THOUSAND SIX HUNDRED FORTY-SIX AND 30/100 DOLLARS (\$8,646.30) from November 1, 2030, through October 31, 2031; then

EIGHT THOUSAND NINE HUNDRED FIVE AND 69/100 DOLLARS (\$8,905.69) from November 1, 2031, through October 31, 2032; then

NINE THOUSAND ONE HUNDRED SEVENTY-TWO AND 86/100 DOLLARS (\$9,172.86) from November 1, 2032, through October 31, 2033; then

NINE THOUSAND FOUR HUNDRED FORTY-EIGHT AND 05/100 DOLLARS (\$9,448.05) from November 1, 2033, through October 31, 2034; then

NINE THOUSAND SEVEN HUNDRED THIRTY-ONE AND 49/100 DOLLARS (\$9,731.49) from November 1, 2034, through October 31, 2035; then

TEN THOUSAND TWENTY-THREE AND 43/100 DOLLARS (\$10,023.43) from November 1, 2035, through October 31, 2036; and thereafter.

Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 5 or to such other address as the Lessor may designate by a notice in writing. If the premises are not complete pursuant to Paragraph 6 by the date shown in Paragraph 2, it is understood and agreed by and between the parties that, at the State's sole option, the dates shown in Paragraphs 2 and 3 and the dates and dollar amounts shown in Paragraph 4 may be adjusted to the first of the month following the State's acceptance of the completed premises, such acceptance shall not unreasonably be withheld. If the State exercises this option, it is agreed the State will complete unilaterally an amendment to the lease to revise the herein above stated dates.

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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: Mendocino County Employees Retirement Association

625 B Kings Court Ukiah, CA 95482 Phone No.: (707) 463-4329

> FAX No.: (707) 467-6472

Email: doris.rentschler@mendocinocounty.gov

To the State:

DEPARTMENT OF GENERAL SERVICES. REAL ESTATE SERVICES DIVISION LEASE MANAGEMENT (A) 3438-001 707 THIRD STREET. SUITE 5-305 WEST SACRAMENTO, CA 95605

Phone No. (916) 375-4172 (916) 375-4029 FAX No.

Email: leasemanagement@dgs.ca.gov

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: Mendocino County Employees Retirement Association

and mailed to: Mendocino County Employees Retirement Association

625 B Kings Court Ukiah, CA 95482

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 November 1, 2024, 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. 6175" dated March 7, 2022, and in accordance with Exhibit "B", consisting of forty (40) pages, titled, "Outline Specifications, Project No. 6175" dated March 7, 2022, and Exhibit "C" consisting of ten (10) pages titled, "Administrative Requirements, Project No. 6175" dated March 7, 2022, which Exhibits "A" and "B" and "C" are by this reference incorporated herein.
- Notice of Completion **Premises** durina 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 and Access to 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.

State agrees to indemnify and hold Lessor harmless from and against any claims, damages, or other injury suffered by Lessor as a result of the work to be performed pursuant to this right to enter the premises prior to State's acceptance and occupancy of the premises, to the extent authorized by Government Code section 14662.5. Lessor agrees to indemnify and hold State and its agents, contractors, or other representatives harmless from and against any claims, damages, injury, or other harm suffered by reason of the negligence or other wrongful act of Lessor or any of Lessor's agents, contractors, or other representatives.

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

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

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

Delays caused by the Lessor:

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

Delays caused by the State:

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

Compensation will be in one day increments.

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

Early
Occupancy
Time Limit
and Prior
Tenancy

8.

- 9. No rental shall accrue under this lease, nor shall the State have any obligation to perform the covenants or observe the conditions herein contained until the leased premises have been made ready for occupancy in accordance with the provisions hereof. It is specifically agreed that in the event the leased premises are not completed and ready for occupancy by the State on or before January 1, 2025, then and in that event the State may, at its option and in addition to any other remedies it may have, terminate this lease and be relieved of any further obligations hereunder, providing that a fair and reasonable allowance for the following delays shall be added to said time for completion:
 - A. Acts of the State, its agents or employees, or those claiming under agreement with or grant from the State; or by
 - B. The acts of God, which Lessor could not reasonably have foreseen or guarded against; or by
 - C. Any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond control of Lessor, and which cannot be reasonably overcome; or by
 - D. Restrictive regulations by the Federal Government which are enforced in connection with a National Emergency.

In the event that the State elects to occupy premises before the work on the premises specified in Exhibit A, B, and C is fully completed, the State will provide the Lessor with a punch 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 \$7,733.64, 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. Said parking spaces will be arranged and maintained so as to provide unobstructed access to each parking space at any time. 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:

Daily:

- (1) Empty and clean all trash containers and dispose of all trash and rubbish.
- (2) Clean and maintain in a sanitary and odor-free condition all floors, wash mirrors, basins, toilet bowls, and urinals.

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

As needed, but not less frequently than:

Twice Weekly: Vacuum all carpets.

Weekly:

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

Quarterly:

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

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

Annually:

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

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

Repair and Maintenance

- 14. A. During the 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 [] exterior) of the leased premises in accordance with the attached Exhibits "A" and "B". In no event shall Lessor be required to repaint more than once during the first sixty (60) month period of this lease after the painting completed prior to the commencement date, and once during any succeeding sixty (60) month period. Lessor shall, within forty-five (45) days from the giving of any such notice, arrange for and complete the painting. All painting of interior premises shall be performed after business hours or as otherwise agreed upon by the State. Colors are to be approved by the State. Lessor, at Lessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repainting, and provide drop cloths, and covers as necessary.

Change Orders and Alterations

16. The State shall have the right during the existence of this lease to make change orders and alterations; attach fixtures; and erect additions, structures, or signs in or upon the leased premises. Such fixtures, additions, structures, or signs so placed in or upon or attached to the

premises under this lease or any extension hereof shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this lease or any renewal or extension hereof, or within a reasonable time thereafter.

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

Assignment and Subletting

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

Quiet Possession

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

Inspection

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

Destruction

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

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option may terminate this lease or, upon notice to Lessor, may maintain occupancy and elect to undertake 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 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 race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding State agency to implement such article.

DVBE Participation

24. The State of California supports the use of the Disabled Veteran Business Enterprise (DVBE) Program, and we encourage the Lessor to utilize DVBE(s) when contracting for tenant improvements and services. Lessor shall complete the DVBE Program Certification Sheet (Form F) attached in Exhibit "C" herein prior to acceptance and occupancy of this lease. Lessor may refer to the following internet link for DVBE guidelines and instructions.

Disabled Veteran Business Enterprise (DVBE) Program Guidelines

Service Companies

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

Service Credit

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

Holding Over

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

Surrender of Possession

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

Time of Essence, Binding upon Successors

29. Time is of the essence of this 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.

Construction-Related Accessibility Standard Compliancy Act

- 32. 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.
 - □ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of the current disability access inspection certificate and any inspection report to the State within seven days of the date of execution of the lease pursuant to subdivision (b).

In the event Lessor marks option three above, Lessor guarantees that it shall remedy or has remedied all accessibility issues identified in the report.

Executive
Order N-6-22
- Russia
Sanctions

33. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement.

The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

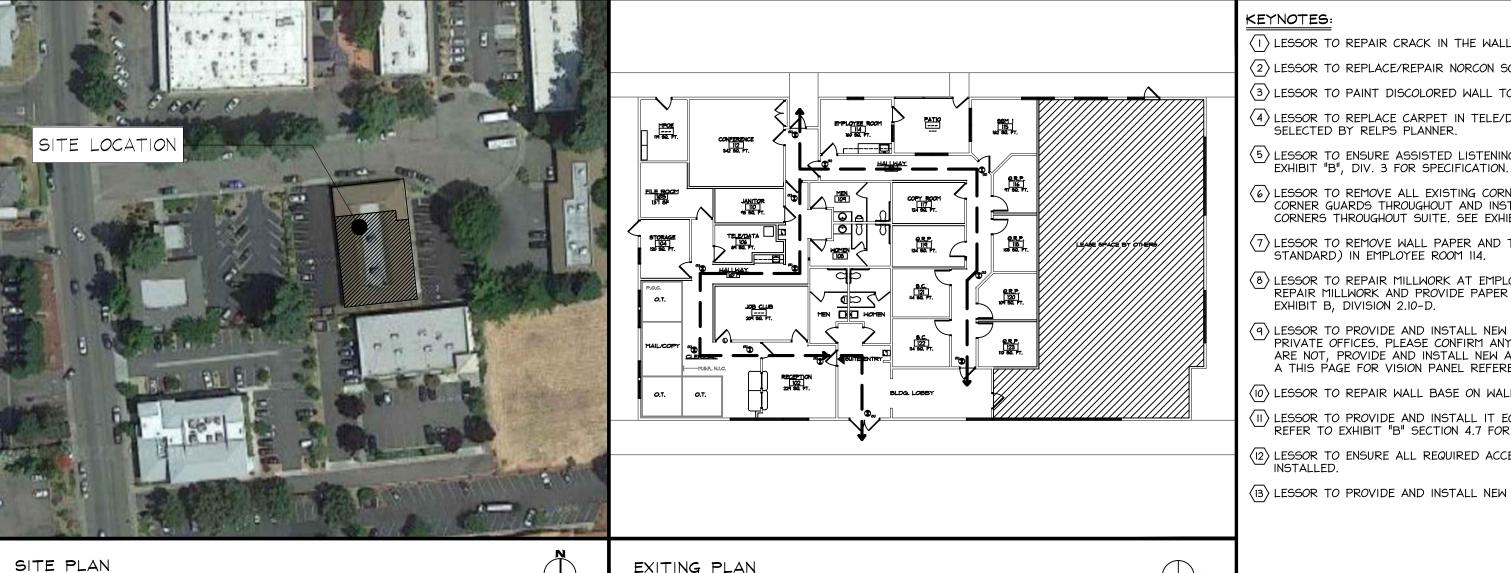
Superseding An Existing Lease

34. Effective upon acceptance and occupancy of this space hired herein, this lease supersedes and cancels that certain lease for premises located at 625 Kings Court, Suite A, Ukiah, CA 95482, dated October 30, 2009, as amended March 1, 2011, December 14, 2020, and October 12, 2022 by and between Mendocino County Employees Retirement Association as Lessor, and the State of California by and through its Director of the Department of General Services.

Remainder of Page Intentionally Left Blank

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

STATE OF CALIFORNIA	LESSOR
Approval Recommended	
DEPARTMENT OF GENERAL SERVICES REAL ESTATE SERVICES DIVISION ASSET MANAGEMENT BRANCH	MENDOCINO COUNTY EMPLOYEES RETIRMENT ASSOCIATION
By Esau Lona, Real Estate Officer Real Estate Leasing and Planning Section	ByKathryn Cavness, Chair
Date	Date
Approved: DIRECTOR OF THE DEPARTMENT OF GENERAL SERVICES	Recommended
	By
By	Date
Date	Approved as to Form
	By
	Date



NOT TO SCALE

EMPLOYEE ROOM

KEYNOTES:

- $\langle {\scriptscriptstyle \mathsf{I}}
 angle$ LESSOR TO REPAIR CRACK IN THE WALL.
- (2) LESSOR TO REPLACE/REPAIR NORCON SO IT IS OPERATIONAL.
- (3) LESSOR TO PAINT DISCOLORED WALL TO MATCH NEW PAINT COLOR THROUGHOUT. $\langle 4
 angle$ LESSOR TO REPLACE CARPET IN TELE/DATA ROOM WITH SDT. COLOR AND PATTERN SHALL
- SELECTED BY RELPS PLANNER. (5) LESSOR TO ENSURE ASSISTED LISTENING DEVICE IS ON SITE AND AVAILABLE FOR USE. SEE
- (6) LESSOR TO REMOVE ALL EXISTING CORNER GUARDS AND REPLACE ALL WITH 2" ALUMINUM CORNER GUARDS THROUGHOUT AND INSTALL NEW CORNER GUARDS ON ALL OUTSIDE WALL CORNERS THROUGHOUT SUITE. SEE EXHIBIT "B", DIV. 3 FOR FOR SPECIFICATION.
- (7) LESSOR TO REMOVE WALL PAPER AND TEXTURE AND PAINT WALLS (TO MATCH SUITE STANDARD) IN EMPLOYEE ROOM 114.
- $\langle \mathfrak{s}
 angle$ LESSOR TO REPAIR MILLWORK AT EMPLOYEE ROOM 114 TO PROVIDE A LIKE-NEW PRODUCT. REPAIR MILLWORK AND PROVIDE PAPER TOWEL AND SOAP DISPENSER AT HALLWAY 107. SEE EXHIBIT B, DIVISION 2.10-D.
- OTHERWISE NOTED. UPON COMPLETION OF THE PROJECT, THERE SHALL BE NO VISIBLE DIFFERENCES BETWEEN THE NEW WORK AND THE EXISTING CONDITIONS. (9)LESSOR TO PROVIDE AND INSTALL NEW ADA COMPLIANT DOORS WITH VISION PANELS AT ALL PRIVATE OFFICES, PLEASE CONFIRM ANY EXISTING VISION PANELS ARE ADA COMPLIANT. IF THE ARE NOT, PROVIDE AND INSTALL NEW ADA COMPLIANT AT EXISTING LOCATIONS. SEE ELEVATION A THIS PAGE FOR VISION PANEL REFERENCE SIZE.
- \langle 10angle LESSOR TO REPAIR WALL BASE ON WALL OUTSIDE SUITE RESTROOMS.
- \langle IIangle LESSOR TO PROVIDE AND INSTALL IT EQUIPMENT ON WALL RACK IN TELE/DATA ROOM 106. REFER TO EXHIBIT "B" SECTION 4.7 FOR FURTHER INFORMATION.
- (12) LESSOR TO ENSURE ALL REQUIRED ACCESSIBLE RESTROOM SIGNAGE IS PROVIDED AND
- (13) LESSOR TO PROVIDE AND INSTALL NEW LEVER LOCKING HARDWARE AT JOB CLUB ROOM.

PROJECT NOTES:

. COPIES OF THE LEASE EXHIBIT PLAN AND SPECIFICATIONS SHALL BE KEPT ON THE CONSTRUCTION SITE AT ALL TIMES.

2. THE LESSOR SHALL DISTRIBUTE ALL LEASE EXHIBITS TO THE CONTRACTOR, ARCHITECT, ENGINEER AND ANY OTHER PROJECT TEAM MEMBER RESPONSIBLE FOR EXECUTION OF THIS PROJECT.

3. LESSOR SHALL NOTIFY THE STATE REAL ESTATE LEASING AND PLANNING SECTION (RELPS) IMMEDIATELY OF ANY DISCREPANCIES BETWEEN LEASE EXHIBIT AND AS-BUILT CONDITION OF BUILDING (INCLUDING EXISTING ELECTRICAL OUTLETS).

4. ALL CONDITIONED SPACE SHALL HAVE A GYPSUM WALL BOARD FINISH. EXPOSED STRUCTURAL COMPONENTS WILL NOT BE CONSIDERED FINISHED UNLESS CONCEALED WITH GYPSUM WALL BOARD.

5. WHERE THE STATE ADDS NEW SPACE TO AN EXISTING LEASED PREMISE, ALL EXISTING FINISH CONDITIONS SHALL BE MODIFIED AS NECESSARY TO MATCH THE NEW LEASED PREMISES.

6. NEW WALL CONSTRUCTION SHALL BE CONSISTENT WITH EXISTING BUILDING TYPE CONSTRUCTION. . DEMOLITION OF EXISTING PARTITIONS MAY NOT HAVE BEEN SHOWN ON THIS PLAN. LESSOR SHALL COMPLETE ALL DEMOLITION REQUIRED TO CONSTRUCT THE TENANT IMPROVEMENTS AS SHOWN AND

SPECIFIED. ALL ALTERATION WORK SHALL BE PATCHED, REPAIRED, OR REPLACED IN KIND UNLESS

3. PRIOR TO CONSTRUCTION, SAMPLES OF THE PROPOSED FINISHES SUCH AS PAINT, CARPET, TILE, ETC. SHALL BE SUBMITTED TO THE PLANNER FOR REVIEW/SELECTION AND APPROVAL. ALL LEASED

9. REPLACE ALL DAMAGED AND/OR DISCOLORED CEILING TILES WHERE EXISTING CEILING TILES ARE RE-USED. RELOCATE TILES AS NECESSARY TO PROVIDE A UNIFORM APPEARANCE IN EACH SPACE OR ROOM. WHERE EXISTING SUSPENDED CEILING GRIDS ARE USED, PATCH, REPAIR AND/OR REPLACE EXISTING COMPONENTS TO PROVIDE A LIKE-NEW APPEARANCE THROUGHOUT.

PREMISES SHALL BE CARPETED EXCEPT THOSE AREAS NOTED OTHERWISE.

10. IT IS THE LESSORS RESPONSIBILITY TO COMPLY WITH ALL CURRENT FIRE AND LIFE/PANIC SAFET CODES AND TO DETERMINE THE REQUIRED RATING FOR ALL WALL SEPARATIONS THROUGHOUT THE TENANT LEASE SPACE AND BETWEEN ALL EXISTING AND/OR FUTURE TENANTS. ANY WALL RATINGS IDENTIFIED ON THE EXHIBIT "A" SHOULD BE CONSTRUED AS ADVISORY AND SHALL BE VERIFIED BY TI LESSORS ARCHITECT PRIOR TO SUBMITTING FOR PERMITS AND TO THE LOCAL FIRE MARSHAL OR AUTHORITY HAVING JURISDICTION.

I. THE LESSOR IS RESPONSIBLE TO PROVIDE A COMPLETE AND FULLY OPERATIONAL, CODE COMPLIANT LEASE SPACE AS SHOWN AND DESCRIBED IN THE LEASE EXHIBITS UNLESS SPECIFICALLY NOTED AS PROVIDED BY OTHERS. THIS INCLUDES BUT IS NOT LIMITED TO ALL DESIGN, ENGINEERING, CONSTRUCTION, EQUIPMENT AND MAINTENANCE.

12. CLEAN, REPAIR AND/OR REPLACE ALL EXISTING WINDOW COVERINGS IN THE ENTIRE STATE LEASED PREMISES TO PROVIDE A NEW AND OPERATIONAL CONDITION. COLORS SHALL MATCH THROUGHOUT.

13. STEAM CLEAN EXISTING CARPET THROUGHOUT ENTIRE STATE LEASED SPACE.

ARE UNACCEPTABLE UNLESS RETRACTABLE WITH LEVER HANDLE.

14. PATCH ALL HOLES IN WALLS AND PAINT ALL EXISTING PAINTED SURFACES PER EXHIBIT "B" SPECIFICATIONS. RELPS PLANNER SHALL APPROVE PAINT COLORS PRIOR TO PURCHASE OF PAINT.

15. PROFESSIONALLY CLEAN ALL EXISTING TILE AND RESEAL GROUT WHERE OCCURS THROUGHOUT LEASED SPACE. REPAIR AND/OR REPLACE ANY CRACKED/BROKEN TILES TO PROVIDE A LIKE-NEW CONDITION.

<u>DOORS</u>

16. WHERE AN ELECTRIC STRIKE AND REMOTE RELEASE BUTTON ARE INDICATED ON PLAN, THE DOOR HARDWARE TYPE SHALL BE CLASSROOM FUNCTION AND INCLUDE A DOOR CLOSER AND KICK PLATE. 7. ALL NEW OR EXISTING EXIT DOORS SHALL HAVE FREE EGRESS AT ALL TIMES. DOOR HARDWARE SHALL OPEN WITH SINGLE ACTION ONLY, WITH NO SPECIAL KNOWLEDGE REQUIRED. DEAD BOLT LOCKS

18. PATCH AND REPAIR EXISTING DOORS AND FRAMES AT DAMAGED AREAS THROUGHOUT THE ENTIRE STATE LEASED SPACE.

ELECTRICAL & MECHANICAL

I9. THOROUGHLY CLEAN ALL EXISTING HVAC SUPPLY AND RETURN AIR REGISTERS OR GRILLES. 20. REPLACE BULBS AND/OR FIXTURES THROUGHOUT LEASED SPACE IN ORDER TO COMPLY WITH

EXHIBIT B, DIVISION 2.14 D.2 TO PROVIDE CONSISTENT COLOR TEMPERATURE LIGHT FIXTURES.

GENERAL NOTES:

WRITING PRIOR TO CONSTRUCTION.

ALL WORK PERFORMED SHALL COMPLY WITH LEASE EXHIBITS "A", "B" AND "C" DATED, 3/7/22, AND CONFORM TO CURRENT CALIFORNIA BUILDING STANDARDS CODE (CBSC), AMERICANS WITH DISABILITY ACT (ADA) TITLE II, CALIFORNIA BUILDING CODE, STATE AND CITY FIRE MARSHAL REGULATIONS, LOCAL ZONING, BUILDING CODES ORDINANCES AND ALI OTHER APPLICABLE CODES AND REGULÁTIONS.

. THE EXHIBITS "A", "B" AND "C" DO NOT STAND ALONE, AND SHALL BE READ IN THEIR ENTIRETY. IT IS THE LESSOR'S SOLE RESPONSIBILITY TO ENSURE ALL LEASE EXHIBIT REQUIREMENTS ARE INCLUDED IN CONSTRUCTION COSTS.

3. IF CONSTRUCTION DOCUMENTS ARE REQUIRED FOR THIS PROJECT, THE LESSOR IS REQUIRED TO SUBMIT CONSTRUCTION DOCUMENTS TO THE LOCAL FIRE MARSHAL OR AUTHORITY HAVING IURISDICTION FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

I. THESE EXHIBIT DRAWINGS ARE DESIGN DEVELOPMENT GUIDELINES ONLY. THE LESSOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING ANY AND ALL REQUIRED CONSTRUCTION DOCUMENTS AND CALCULATIONS NECESSARY TO OBTAIN A BUILDING PERMIT AND TO CONSTRUCT THE IMPROVEMENTS AS SHOWN. THE INTENT OF THE LEASE EXHIBITS IS TO COVER ALL ITEMS REQUIRED TO MAKE THE FACILITY COMPLETE AND OPERATIVE. LESSOR'S ARCHITECT SHALL FIELD VERIFY EXISTING CONDITIONS AND NOTIFY THE STATE OF ANY DISCREPANCIES PRIOR TO THE PREPARATION OF THE WORKING DRAWINGS.

. NO CHANGES, MODIFICATIONS OR SUBSTITUTIONS SHALL BE MADE TO THE PREMISES AS SHOWN EXCEPT WITH PRIOR WRITTEN APPROVAL OF THE RELPS PLANNER.

. ANY CHANGE ORDERS MUST BE SUBMITTED TO AND BE APPROVED BY THE RELPS PLANNER $\scriptstyle\parallel$

. PRIOR TO CONSTRUCTION, WORKING DRAWINGS SHALL BE SUBMITTED TO THE STATE (RELPS) FOR REVIEW PURPOSES ONLY. THE LESSOR SHALL RETAIN SOLE RESPONSIBILITY FOR CONFORMITY TO THE LEASE DOCUMENTS.

3. PRIOR TO THE EXECUTION OF THE LEASE, THE LESSOR OR LESSOR'S CONSULTANTS SHALL BI RESPONSIBLE FOR CONDUCTING A PRELIMINARY CODE REVIEW OF THE STATE'S EXHIBIT "A" PLAN WITH THE LOCAL BUILDING AUTHORITY AND LOCAL FIRE MARSHAL OR AUTHORITY HAVING JURISDICTION. THE REVIEW SHALL ESTABLISH COMPLIANCE WITH ALL CODE ITEMS AS REQUIRED BY EXHIBIT "B" OF THE LEASE. IF SAID COMPLIANCE CANNOT BE MET, THE LESSOR SHALL NOTIFY THE STATE SO THAT THE NECESSARY CHANGES CAN BE MADE TO EXHIBIT "A" PRIOR T EXECUTION OF THE LEASE.

_	ABBR	REVIATIONS:	FD	FLOOR DRAIN	PIA	PRISON INDUSTRY
	AB ADA AFF BBC CCL GCT RT DEE) EQ EQ	ALUMINUM BLINDS AMERICANS WITH DISABILITIES ACT ABOVE FINISHED FLR BIO BASED TILE CALIFORNIA BUILDING CODE CORNER GUARD CENTER LINE CEILING CLEAR CERAMIC TILE COUNTER CARPET DOOR CLOSER DEMOLISH EXISTING ELECTRICAL PANEL EQUAL	FLR GFI GL	FLOOR DRAIN FLOOR GROUND FAULT INTERRUPTER GLASS GYPSUM WALL BOARD HOSE BIB HEIGHT KICK PLATE MAXIMUM MARKER BOARD MINIMUM MOP RACK MODULAR SYSTEM FURNITURE NOT IN CONTRACT NEW NOT TO SCALE ON CENTER	PIA (R) SDT SFM SIM SPEC SV T TB TBB TBD TYP UON VCT VP	AUTHORITY REMOVE
	EVSE FE	ELECTRICAL VEHICLE SUPPLY EQUIPMENT FIRE EXTINGUISHER	OL PLAM PLYWD	OCCUPANT LOAD PLASTIC LAMINATE PLYWOOD	ЙH	WATER HEATER

.EGEND:

EXISTING PARTITION TO REMAIN NEW PARTITION NEW DEMISING PARTITION - TO UNDERSIDE OF STRUCTURE NEW SOUND PARTITION

NEW ONE-HOUR FIRE RATED PARTITION === = EXISTING PARTITION TO BE REMOVED NEW PARTIAL HEIGHT PARTITION NEW SOLID CORE WOOD DOOR

EXISTING DOOR

(N) MODULAR SYSTEMS FURNITURE

<u>ALL ITEMS BELOW SHALL BE NEW UON</u>

KEYED LOCKSET ELECTRONIC LOCKSET w/ INTEGRAL KEYPAD PRIVACY LOCK

PUSH BUTTON FOR ELECTRIC STRIKE ELECTRIC STRIKE

KEYPAD CONTROL FOR ELECTRIC DOOR STRIKE CARD READER

SMOKE DETECTOR EXIT SIGN EXHAUST FAN

> THERMOSTAT FIRE ASSEMBLY, AUTO CLOSING. MAGNETIC HOLD-OPEN W/SMOKE DETECTORS JUNCTION BOX IN WALL (4X4) UON

JUNCTION BOX ABOVE CEILING (4X4) UON SECURITY ALARM KEYPAD

PANIC BUTTON MOTION SENSOR IN WALL

MONITOR MOTION SENSOR IN CEILING

AUDIBLE ALARM VISUAL ALARM \square CAMERA

VCR VIDEO RECORDER DOOR BELL HS HORN / STROBE

DURESS ALARM SWITCH WALL MOUNTED PH PANIC HARDWARE

<u>OFFICE</u> ROOM NAME

<u>FLOOR</u> WALL

DUPLEX ELECTRICAL OUTLET

DEDICATED DUPLEX ELECTRICAL OUTLET QUADRUPLEX ELECTRICAL OUTLET

DEDICATED QUADRUPLEX ELECTRICAL OUTLET 220V. ELECTRICAL OUTLET

VOICE € DATA OUTLET w/ TERMINATION FACEPLATE DATA OUTLET w/ TERMINATION FACEPLATE

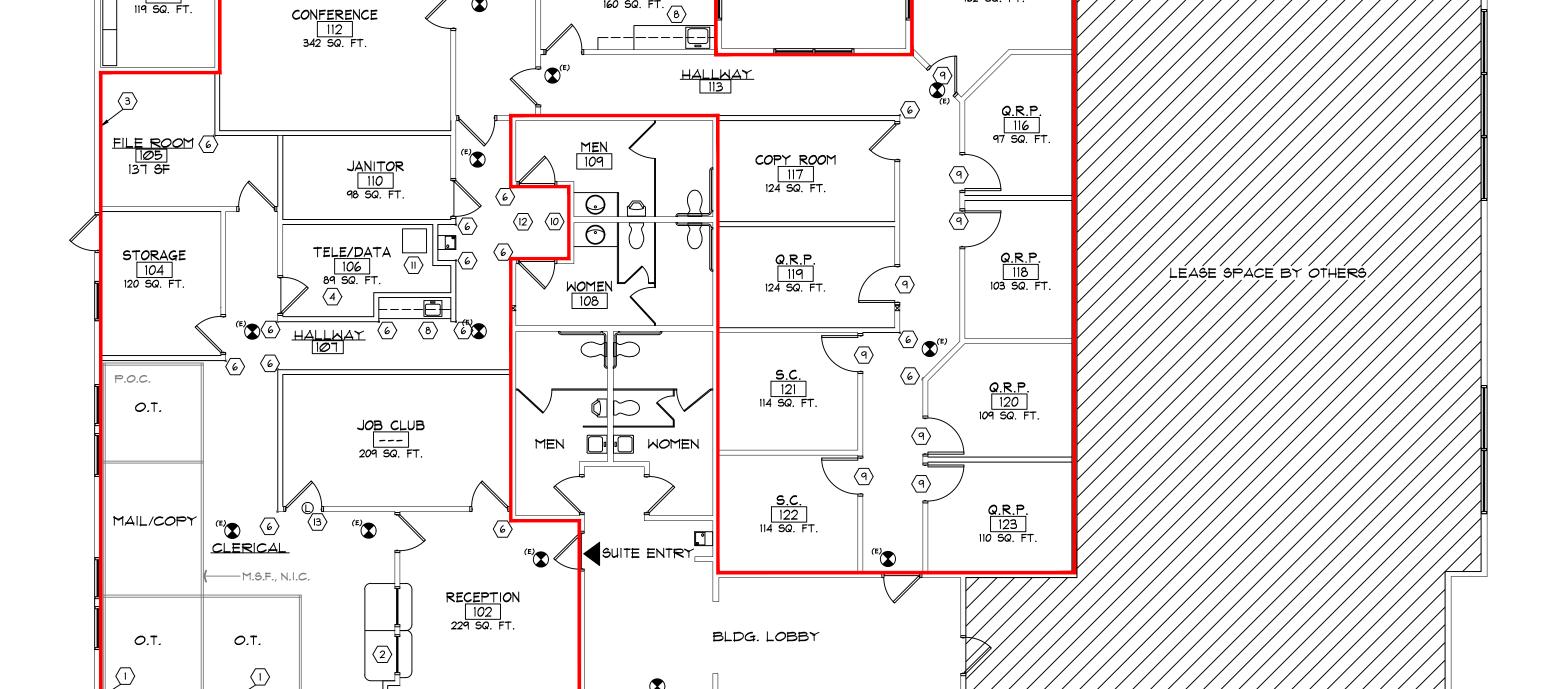
VOICE OUTLET W/ TERMINATION FACEPLATE ₩ LIGHT SWITCH

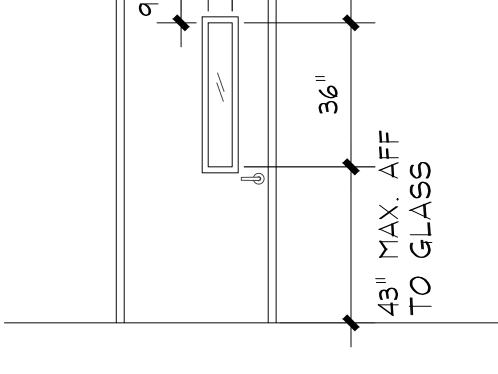
HAM THREE-WAY LIGHT SWITCH TELE-POWER POLE W/ 4 ELECTRICAL OUTLETS PROJECT DESCRIPTION:

THIS IS A LEASE RENEWAL WITH REQUIRED UPGRADES TO THE SPACE AS LISTED IN THE EXHIBITS TO MAKE THE SPACE ADEQUATE FOR DOR'S DAILY FUNCTIONS.

BUILDING DATA

OCCUPANCY GROUP: B FIRE ALARM: NO





VISION PANEL ELEVATION

1/2" = 1'-0"

CONSTRUCTION TYPE: V-B STORIES: I AUTOMATIC SPRINKLERS: YES LOOR PLATE (SF): 7,400 YEAR BUILT: 1989

X:\Jobs\DOR\Ukiah\6175 DOR Ukiah 625 Kings Court\Exhibit A Project Number 6175 - Latest.dwg

FLOOR PLAN

1/8'' = 1'-0''

NOT TO SCALE

Martinez, Sara@DGS

4/11/2022 2:03 PM

UKIAH, CA 95482

State of California

GENERAL SERVICES

Department of General Services

Real Estate Services Division

Asset Management Branch

Real Estate Leasing

& Planning Section

West Sacramento, California 95605

PROJECT CONTACT: SARA MARTINEZ

THIS DRAWING IS THE PROPERTY OF THE

STATE OF CALIFORNIA, REAL ESTATE

SERVICES DIVISION, REAL ESTATE LEASIN

& 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 DRAWIN

IS CONSIDERED THE WORK PRODUCT OF THE STATE OF CALIFORNIA AND AS SUCH IS

PROPRIETARY AND CONFIDENTIAL, AND MA

NOT BE TRANSFERRED OR DISCLOSED TO

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 TH STATE'S LEASE EXHIBITS ONLY AND ARE NO

TO BE USED FOR CONSTRUCTION, THE US

OF THIS DATA SHALL TAKE FULL

RESPONSIBILITY FOR THE ACCURACY OF A

EXISTING CONDITIONS, DIMENSIONS, AND

AREA SQUARE FOOTAGE CALCULATIONS.

NON-EXCLUSIVE: 5

INITIAL STAMP:

Christopher McGreal 5/23/2022

Michael Cason, 05/24/20.

LEASE PREMISES

NET LEASED AREA

PARKING STALLS:

RELES APPROVAL

SARA MARTINEZ

PROJECT NUMBER

LEASE FILE NUMBE

OFFICE QUARTERS

STATE OF CALIFORNIA

625 KINGS COURT, SUITE A

DEPARTMENT OF REHABILITATION

J. CHENAILLE

DRAWN BY:

3/7/22

3438-001 PROJECT:

AGENCY:

LOCATION:

EXCLUSIVE:

TOTAL NET USABLE AREA:

ANY THIRD PARTY OR PARTIES.

707 3rd Street, Suite 5-305

Main Phone: 916 568-3800

www.dgs.ca.go\

PHONE: (916) 376-2923

sara.martinez@dgs.ca.gov

3/7/2022

DATE:



EXHIBIT B – OUTLINE SPECIFICATIONS

PROJECT: Office Quarters PROJECT NO.: 6175

AGENCY: Department of Rehabilitation LEASE NO.: 3438-001

LOCATION: 625 Kings Court, Suite A

Ukiah, CA 95482

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PLANNER: Sara Martinez PHONE: 916.376.2923

EMAIL: Sara.Martinez@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.

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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. <u>Prevailing wage</u>: 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. <u>Project schedule</u>: 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. <u>Construction costs</u>: 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. <u>New shell condition</u>: 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. <u>Previously constructed and occupied space (second-generation condition)</u>: 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. <u>Usable area calculation</u>: 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. <u>Record documents</u>: 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. <u>Green building practices</u>: 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. <u>Submittals</u>: Lessor shall submit shop drawings of product data, as well as samples, to the State for review prior to construction or fabrication.
- O. <u>Material Safety Data Sheet (MSDS)</u>: 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. <u>Construction documents:</u> 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. <u>Fire and Life/Panic Safety:</u> 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. <u>Codes and ordinances:</u> 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. <u>Building permit:</u> 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'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. <u>Safety evacuation plans:</u> 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. <u>Fire extinguishers</u>: 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. <u>Seismic performance</u>: 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
 - I) 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.
 - Lessor shall be responsible for all costs associated with the abatement of hazardous materials including (but not limited to) the following: cleanup of contaminated Stateleased 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/mm²).
- 5. Lessor shall perform asbestos notification as required by Chapter 10.4 of the Health and Safety Code. Any abatement work shall be performed by a licensed contractor with asbestos certification (ASB). The State reserves the right to establish consultant oversight of any asbestos-related work program at its expense.
- 6. In addition to any other remedies it may have, in the event the Lessor fails to diligently pursue abatement of hazard from ACM, as required under the provisions of this lease, the State may, by notice in writing, terminate this lease. Lessor shall be liable to the State for all expenses, losses and damages reasonably incurred by the State as a result of such termination, including (but not limited to) additional rental necessary to pay for an available, similar replacement facility. This rental shall extend over the period of what would have been the remaining balance of the lease term plus any option periods, costs or any necessary alterations to the replacement facility, administrative costs, and costs of moving furniture, data processing, and telephone equipment.

C. Lead material:

- 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.
- 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

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 highstrength 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:
 - 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 board rooms: Plastered or spackled and taped gypsum board.

 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 " α "
- 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.
- 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:
 - 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 nonglare 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:
 - 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.
 - I) 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 CriteriaOperating CriteriaWinter:76° FWinter:68° FSummer:72° FSummer: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:
 - 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 3/4" 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.

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

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.

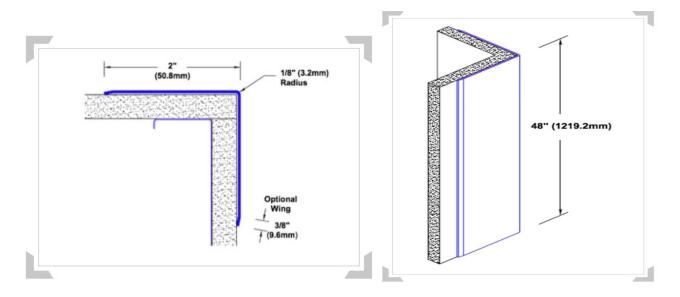
3.1 CORNER GUARDS

Provide corner guards at all 90' walls (corners) in hallways and corridors. Corner Guards shall be 2" stainless steel 1/4" – radius profile cover mounted over continuous retainer, minimum of 4'-0" high. Tenant agency to provide cut sheet.

Aluminum Corner Guard **48" x 2" x 2"** (1219.2mm x 50.8mm x 50.8mm)

90 Degree, 080"

Brushed Finish

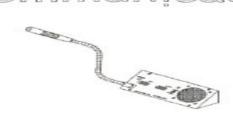


3.2 TWO-WAY COMMUNICATION SYSTEM

Provide a countertop two-way communication system, Norcon TTU-3, at the reception window, counter area. The prism shaped unit is mounted on both sides of the window. The unit with the gooseneck microphone and controls goes inside the clerical area; the unit without controls is mounted in the reception area. The system uses vox technology, enabling the attendant and the customer to have hands-free two-way communication. Specifications: site 12-1/2" W x 2-3/8" D, also available in a 6" width. Power Supply: 120 VAC, 60 Hz. Manufactures web site: www.norconcomm.com. Tenant agency to provide cut sheet.

Two-Way communication system





Norcon TTU®-3 Series

Installation & Operating Instructions

For Information: Phone: (800) 421-6144 Email: transaction@crlaurence.com www.crlaurence.com

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.

DIVISION 4 - TECHNICAL REQUIREMENTS

It is the intention of this Request for Proposal (RFP) to procure a licensed contractor to provide all materials and labor necessary to install a voice and data cable plant. There will be one plant configuration which assumes the use of VoIP phones.

The following technical requirements supplement the requirements specified in Divisions one and two of this Exhibit "B". These technical requirements shall supersede the requirements as noted.

4.1 COMMUNICATION EQUIPEMENT REQUIREMENTS – Division 2 (Add or Delete as noted)

- 2.13 D-1. Lessor shall provide and properly install 2" conduits and telephone service cabling from the building's main point of entry (MPOE) to the tenants' agency's telecommunication closet.
- 2.13 D-6. Lessor shall provide and install all conduit and outlet boxes with pull-wire from within the telecommunication closet to cover entire office. To include all workstations.

4.2 GENERAL INFORMATION

- A. Materials and equipment shall be manufactured, installed and tested as specified in the latest editions of applicable publications, standards, rulings and determinations of:
 - ANSI American National Standards Institute
 - TIA/EIA Telecommunications Industry Association/Electronics Industry Alliance.
 - FCC Federal Communications Commission
 - BICSI Telecommunications Distribution Methods Manual (TDMM)
 - NEC National Electric Code
 - NFPA-70 National Fire Protection Association
 - ANSI/TIA/EIA-568-C.0 Generic Telecommunications Cabling for Customer Premises
 - ANSI/TIA/EIA-568-C.1 Commercial Building Telecommunications Cabling Standard
 - ANSI/TIA/EIA-568-C.2 Balanced Twisted-Pair Telecommunications Cabling and Components Standards.
 - ANSI/TIA/EIA-568-C.3 Optical Fiber Cabling and Components Standards
 - ANSI/TIA/EIA-569-B Commercial Building Standard for Telecommunications Pathways and Spaces
 - ANSI/TIA/EIA-606-A The Administration Standards for the Telecommunications Infrastructure of Commercial Building
 - ANSI/TIA/EIA-607-A Commercial Building Grounding and Bonding Requirements for Telecommunications

- ANSI/TIA/EIA-TSB-67 Telecommunications System Bulletin Technical Systems Bulletin, Transmission Performance Specifications for Field Testing of Unshielded Twisted Pair Cabling Systems.
- FCC Part 15 (addresses electromagnetic radiation)
- FCC Part 68 (connection of premises equipment and wiring to the network)
- ANSI/ICEA Insulated Cable Engineers Association
- National Electrical Safety Code Handbook. (NESC)
- B. Contractor and/or subcontractors will be certified in and meet and follow all manufacturer specifications and recommendations when it install, tests, certifies, and configures any cable plant components. Any deviations from this must be pre-approved, by the Department of Rehabilitation (DOR) before installation. Contractor will acquire all published materials necessary to ensure that the applicable standards, codes, and guidelines are met or exceeded.
- C. Contractor and/or subcontractors will perform work and provide material and equipment as shown on Drawings and/or as specified and/or indicated in this Exhibit. Completely coordinate work of this Exhibit with work of other trades and provide a complete and fully functional installation.
- D. Drawings and Exhibits form complimentary requirements; provide work specified and not shown, and work shown and not specified as though explicitly required by both. Although work is not specifically shown or specified, provide supplementary or miscellaneous items, appurtenances, devices, and materials obviously necessary for a sound, secure and complete installation.
- E. Contractor and/or subcontractors will give notices, file plans, obtain permits and licenses, pay fees and back charges, and obtain necessary approvals from authorities that have jurisdiction as required to perform work in accordance with all legal requirements and with Exhibits, Drawings, Addenda and Change Orders limited to this contract.
- F. The existing cable systems and voice or data networks will remain installed and operational while contactor is installing the cable plant. No device or functional area may be left without service at any time. If there are any service problems with the existing voice or data networks during installation of the cable plant, contractor and/or subcontractor personnel will notify the DOR project facility manager immediately. Contractor and/or subcontractors are liable for any costs associated with correcting problems created by the installation of the cable plant or voice system.
- G. Work shall include, but shall not be limited to, the following:
 - Contractor and/or subcontractors to provide telecommunication racks, ladder rack systems, and cable supports in the Main Distribution Frame (MDF) and each Intermediate Distribution Frame (IDF) as applicable. All telecommunication racks and rack systems shall be bonded to the telecommunication ground. The telecommunication ground shall be bonded to the electrical ground. Electrical ground provided by contracted electrician.
 - 2. Contractor and/or subcontractors shall conduct proper testing procedures for all elements of the scope of work described. Both soft and hard copy test result submissions are required for both the owner and the Department of Rehabilitation (DOR).

- 3. After completion of the work, the contractor and/or subcontractors shall remove all waste, rubbish and other materials left as a result of his operations and leave the premises in clean condition. Any painted surfaces, which have been scratched, dented or marred, shall be repainted or patched by the contractor and/or subcontractors. All work shall conform to the latest editions of applicable publications, standards, rulings and determinations as outlined above in item number one of the General Information section. All cutting, patching, and finishing required in connection with this installation and the repair of any damage caused by the installation shall be the sole responsibility of the contractor and/or subcontractors. All such work shall be completed to match the original condition perfectly, both as it pertains to material and workmanship.
- 4. Contractor and/or subcontractors are responsible for fire stopping all sleeves, cores or penetrations to return them to their original F & T rating.

4.3 OUTSIDE PATH – PROPERTY LINE TO MPOE

- A clear underground or aerial path is required from the property line, where the Access Provider facilities exist, to the telephone equipment room designated to support the telecommunications service entrance. Fiber services are normally connected from the property line to the building's MPOE via underground conduit. All conduits on the building's property are the responsibility of the property owner to maintain and repair
- 2. Minimum 2" conduit with a pull rope from the property line to the MPOE. A 4" conduit is recommended. The Access Provider will place inner duct/fiber liner within this section for fiber installations.
- 3. Minimum 3' sweeping radius no right angles no more than three 90 degree turns without a pull box. Dimensions of the pull box space 12" X 12" x 18".
- 4. Paths longer than 300' or with two or more 90-degree turns will require a pull box (12" x 12" x 18" minimum).

Note: Inside Path – MPOE to Demarcation Point (DP)

- 5. A clear path with conduit or cable tray needs to be provided from the building point of entry to the Demarcation Point where the equipment will be placed (if not at MPOE).
- 6. For fiber installations a minimum 2" EMT type conduit with a hard plastic corrugated inner duct will pull rope must be provided between for the pathway between the MPOE and the proposed equipment location.

Note: Floor Space and Environmental Requirements

7. For wall mounted installation of Access Provider's equipment, a 4' X 4' X 3/4" fire rated plywood backboard must be provided and mounted to studs.

- 8. For wall mounted installations of Access Providers equipment, a dedicated 110V, 15amp AC outlet with properly grounded 3 prong receptacle must be provided. Electrical outlets must be placed so a standard power cord can be used to provide power to the telecommunications equipment and must be no more than 6 feet from these devices.
- 9. Two dedicated 125V, 20amp AC outlets with properly grounded 3 prong receptacles must also be provided for any telecommunications equipment that is to be rack mounted. This outlet must be placed so it provides for a 3-foot clearance from the rack while still being within reach of a standard power cord.
- 10. A minimum of 36" space must be available in the front and rear of the rack, as per building code requirements. A 1-foot clearance on top of the rack must be available for any fan exhaust.
- 11. The rack must be securely mounted and braced by bolting to the building floor. It must be secured to any adjacent frames in lineup to prevent impact between frames.
- 12. The rack must meet minimum standards for quality and be of sufficient strength to bear the expected weight of the equipment, including (if necessary) bracing shelves.
- 13. If the rack is constructed of aluminum, stiffening plates made up of a 12" minimum tall aluminum blank plate secured to the frame uprights should be provided to strengthen the frame; the stiffening plate should be located mid-height of the frame.
- 14. Rack shall have an upright opening minimum of 17.80" to allow 19" EIA width equipment to be mounted in rack.
- 15. Rack shall be positively connected to nearest common ground of all network equipment in building using a minimum #6 conductor and lug to rack.
- 16. Must provide a cable supporting structure that meets the National Electric Code Standards and may be either a cable rack or a metallic EMT conduit.
- 17. The operating environment should be:
 - room to have dedicated hvac no heat or
 - room to receive suite cooling and circulation only no heat
 - If no dedicated hvac unit:
 - Temperature (Dry-Bulb): 59°F to 89.6°F
 - High altitude: reduce maximum dry-bulb temperature 1.8°F for every 1000 ft above 5900 ft.
 - Relative Humidity (RH): 20%-80% RH, Non-Condensing
 - Maximum dew point: 62.6°F
 - Minimum dew point: 42°F
 - Maximum rate of temperature change: 9°F per hour
- 18. Typical Data/Telecom Components
 - Switches: Cisco 3650 series switches 3330 BTUs/hour X 2
 - Router: Cisco 3650 series switches 3330 BTUs/hour X 2
 - UPS: APC UPS 2048 BTUs per hour (no of units depends amount of equipment supporting the site and redundancy needs)

- WAN optimizer: SilverPeak EC-XS Wan optimizer 78.5 BTUs per hour
- 19. Other regional specifications must be met as dictated by OSHA and local regulatory agencies (e.g. earthquake bracing).

4.4 CABLE PLANT INSTALLATION OVERVIEW

Each cable plant shall be installed in accordance with the following design which shall designate cable routes and/or final termination locations, types of cabling, Main Distribution Frame (MDF), Intermediate Distribution Frames (IDF), Telecom room in the suite, as well as the particular equipment to be installed within the MDF & IDF. The physical topology of each backbone system shall be of the "star" type. That is, each site shall have a designated MDF from which twisted pair feeder cable will originate and service each of the designated IDF's. Individual twisted pair drops will then be installed from each of these IDF's to selected user/device locations located in the immediate vicinity (within 100m distance) of the IDF. In sites where no IDF's are designated, individual twisted pair drops will be installed from the MDF to selected user/device locations located in the immediate vicinity (within 100m distance) of the Modular Systems Furniture (MSF).

4.5 GENERAL INSTALLATION REQUIREMENTS

- A. All installers performing work under this contract must have a valid class C7 Low Voltage Systems license and be certified by manufacturer on products used.
- B. All installers shall be thoroughly familiar with the cabling methods set forth in the latest release of the Building Industry Consulting Services International (BICSI) Telecommunications Distribution Methods Manual and unless otherwise specified, shall supervise the installation in accordance with the recommendations and practices outlined in the latest release of the BICSI Telecommunications Cabling Installation Manual.
- C. No cable will be run until all parties agree as to the routing and placement of the said cable.
- D. Material and equipment requiring shop drawings or submittals shall include but not be limited to the following telecommunication components:
 - 1. Faceplates
 - 2. Data Modular Inserts (Category 6)
 - 3. Data Horizontal Cable (Category 6)
 - 4. Data Patch Panels (Category 6)
 - 5. UTP Line/Patch (Category 6)
 - 6. Fiber Optic Backbone Cable (Multi-mode preferred)

- 7. Fiber Optic Line/Patch Cables (Multi-mode preferred)
- 8. Fiber Optic Termination Hardware (LC preferred)
- 9. Inner Duct
- 10. Wall Telephone Faceplate (Category 6)
- 11. Voice Modular Inserts (Category 6)
- 12. Voice Horizontal Cable (Category 6)
- 13. Voice Termination Blocks
- 14. Voice Patch Panels (Category 6)
- 15. Copper Backbone Cable
- 16. Telecommunications Enclosures/Racks
- 17. Cable Supports and Management
- 18. Cable Runway/Ladder Rack
- 19. Fire stopping Material
- E. Submittals shall contain information specific to systems, equipment and materials required by contract documents for this project only. Do not submit catalogs that describe products, models, options or accessories other than those required, unless irrelevant information is marked out or unless relevant information is highlighted clearly.
- F. All structured cabling materials and components used in the cable plant installation shall be manufactured by Systimax, Siemens, Leviton, Panduit, AMP, or other quality industry-recognized equivalents (all components must be factory-made and certified).
- G. All cablings will be tested following standard industry accepted testing procedures. Final asbuilt documentation will be submitted by the contractor as part of this work effort.
- H. Contractor must obtain written permission from the property owner before proceeding with any work necessitating cutting through or into any part of the building structure such as fire walls, girders, beams, concrete, tile floors, partitions, or ceilings, except for the installation of lag screws, expansion bolts, and similar devices used for fastening equipment to floors, columns, walls, and ceilings.
- Contractor may not, under any condition penetrate or cut into or through any fire rated walls or other part of the building structure where fire proofing or moisture proofing could be impaired without permission from the property owner.

- J. Contractor will open the ceilings where necessary and install the cable by attaching cable to the building structure via J-hooks, or other appropriate mechanisms. Ceilings will be re-closed as soon as possible after installation.
- K. In the case where fire walls or smoke barriers must be penetrated by the local cable, the contractor will stub and/or patch (as required) in order to meet local, state, and national fire codes. Contractor will provide all material and labor for accomplishment of such patching.
- L. The installation of cables will be placed in generally protected configuration whenever possible to minimize future damage or interference with existing electrical and communications systems. Whenever possible the drops are concealed inside walls. Contractor will limit use of the wire molding to those areas of the wall that are impenetrable. The wire molding will color match the existing wall as closely as possible and will be installed in a manner that minimizes its visibility. Any exceptions must be approved by DOR.
- M. The contractor will not tie wrap cable to steam pipes, water pipes, suspended ceilings, high voltage power lines, or any condition which may cause damage either physically or electronically.
- N. Contractor will install the cable in strict accordance with the manufacturers' installation specifications and recommendations. All Cables shall be terminated using tools recommended by the manufacturer.
- O. Contractor will install cable in a neat and orderly fashion utilizing flex conduit, raceways, ladder racks, cable trays, and vertical raceways. Contractor will thoroughly clean conductor ends prior to connection to termination devices. All cable terminations will be situated to provide ready access for future use.
- P. All cables will be clearly labeled at each end cable so as to make it uniquely identifiable.
- Q. Contractor will support cables with "J-hooks" or other appropriate mechanisms every three to five feet. Only Velcro may be used to lace or tie cables. Electrical or friction tape is not permitted.
- R. Contractor will furnish all tools, test equipment, and safety equipment to properly perform the installation and certification of the cable plant.
- S. Contractor should ensure that all work likely to damage any of the cable plant components (such as room construction) has been completed prior to the installation of the components.

4.6 SPECIFIC INSTALLATION REQUIREMENTS MDF/IDF

A. Contractor will extend data and/or voice handoff from the building's main point of entry (MPOE) to the designated MDF location by providing two 4-pair Cat 6 rated UTP cables and/or six strands OM3 (50/125µm) Multi-Mode fiber cable and one 12 pairs voice grade Cat 3 rated bulk telephone cable for VoIP offices.

- B. Offices will require installations for Wi-Fi access points. During the planning stage, a copy of the office blueprints must be provided to ITSD Network Support Group who will identify the locations of the access points to be installed.
- C. In single floor installations, the system shall be comprised of feeder cables from the MPOE to the designated MDF. In multi-floor installations, the system shall be comprised of feeder cables from the MPOE to the designated MDF as well as feeder cables from the MDF to each of the designated IDFs then UTP cabling to each individual/device location where drops are to be installed.
- D. All feeder cables and UTP cables will be terminated on patch panels which are to be installed in a standard 19" grounded wall mounted rack or enclosure that is 48" in height. Secure locations may utilize open frame racks while unsecured locations must use a fully secured/lockable enclosure. The individual twisted pair patch cables shall then be installed between the patch panels and network connectors.
- E. Contractor will provide and install a standard wall mounted enclosure according to the following specifications:

4.7 STANDARD WALL MOUNTED ENCLOSURE PRODUCT SPECIFICATIONS

- A. [Wall Mounted Enclosure] Provide enclosure to store computer, data storage, networking and security equipment in the equipment rooms. Each enclosure shall have a rectangular frame with a swing-out enclosure body enabling easy access to the rear of installed equipment. Rear panel of enclosure should include pre-punched knockouts for 1/2", 3/4", 2-1/2" and/or 3" conduit, and have interior cable tie points and attachment points for accessory rack-mount brackets. Enclosure body must include at least one pair of adjustable depth 19" EIA threaded equipment mounting rails. Enclosure body must be vented. Vents will accept an accessory fan as needed. The front door and corners have rounded edges. The front door and the rear panel lock to provide equipment inside is visible.
- B. [Physical Dimensions] Size: 48" (1220 mm), Width: 19" EIA rack-mount, Depth: 30" (760 mm). Minimum 1 pair L-shaped equipment mounting rails in the main enclosure body 19"W, EIA-310-D compliant Universal hole pattern, 5/8"-5/8"-1/2" vertical hole spacing Threaded #12-24 equipment mounting holes Depth-adjustable (bolted in place) 5"D (130 mm) rear panel punched to accept accessory equipment mounting brackets.
- C. [Cable Management] Vertical cable management: Cable lacing points on the side of equipment mounting rails
- D. [Load Capacity] Load capacity: 200 pounds (90.7 kg) of equipment, with enclosure opened and allowing access to rear of equipment or closed.
- E. [Certifications] Certifications: EIA-310-D compliant UL Listed, NWIN with UL60950

F. [Material] Steel sheet enclosure body, rear panel and door. Door window is acrylic sheet. Equipment mounting rails are aluminum sheet. Construction: Riveted & Bolted. Finish: Epoxy-polyester hybrid powder coat paint Black.

4.8 STANDARD WALL MOUNTED ENCLOSURE INSTALLATION REQUIREMENTS

- A. Provide all components of the enclosure system (enclosure, mounting rails, shelves, cable, power, and thermal management accessories) from a single manufacturer.
- B. Install and adjust to position all accessories including vertical cable managers, vertical power strips, equipment-mounting rails, airflow baffles, etc. using the manufacturer's installation instructions.
- C. Enclosure shall be securely bonded to the Telecommunications Grounding Busbar (TGB). Attach a bonding conductor sized as defined in J-STD-607-A and as defined by local code or the authority having jurisdiction (AHJ) between the TGB and the enclosure. Attach the bonding conductor to the enclosure using a ground terminal block according to the manufacturer's installation instructions. The installer shall provide the bonding conductor and other necessary hardware required to make the connections between the cabinet and the TGB.
- D. Installer shall provide and install an appropriately sized sheet of 3/4" fire rated plywood backboard which must be mounted to stude as a base for installation of the enclosure on to the wall.
- E. Any cabling that is terminated inside the enclosure must include additional length such that the cable terminations do not come undone when the rear of the enclosure is fully opened for access to the rear of installed equipment.

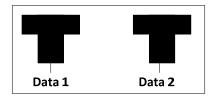
Whenever permissible, provide a 3-foot clearance on three sides of each equipment rack or enclosure.

4.9 STANDARD WIRE CAGE ENCLOSURE PRODUCT SPECIFICATIONS & INSTALLATION REQUIREMENTS.

- A. Wire cage should be a minimum of 7' high and include a hinged and lockable door.
- B. In unsecured areas accessible to the public a caged ceiling should also be installed.
- C. Provide all components of the wire cage enclosure from a single manufacturer.
- D. See the following website for possible solutions: https://www.chatsworth.com/en-us/products/cabinets-enclosures-containment/wire-cage-enclosures

4.10 STANDARD OUTLET/JACK CONFIGURATION

Each standard workstation will require two Cat 6 UTP drops. All UTP drops will be terminated upon a Cat 6 RJ-45 jack mounted on a dual flush mounting loaded with two color-coded RJ45 inserts.



- A. All data UTP RJ-45 jacks will be Cat 6 rated. The RJ-45 jack will be coded per TIA/EIA 568-B.2-1 in printed circuit board technology to ensure high-speed reliability.
- B. Voice cables will be installed in designated areas of the office to accommodate analog devices, such as, fax machines, postage readers, and the emergency analog line (in the event that the VoIP phone system is down). All voice UTP RJ-45 jacks shall be Cat 6 rated. The RJ-45 jack will be coded pursuant to the TIA/EIA 568-B.2-1 standard.
- C. The outlet shall be configured as shown above.
- D. Installations in MSF will utilize a knockout in the kick plate for the installation of the cable terminations. Please confirm manufacturer of MSF with either the DGS planner, or the DOR facility manager.
 - Allsteel –MSF– 15/16 x 25/(8)
 - PIA MSF 1- 15/16 x 2 5/8" hole
 - Hayworth MSF 1.38 x 2.7" hole.

4.11 UNSHIELDED TWISTED PAIR REQUIREMENTS (CAT 6)

- A. All UTP cables will rated Cat 6 and be plenum rated where required by code to ensure optimal performance.
- B. All UTP in ceiling spaces will be run through "J-hooks" attached to the ceiling.
- C. Each UTP drop will be wired to the TIA/EIA-568-B.2-1 specifications.
- D. Contractor will maintain a minimum of 12-24 inches clearance when installing UTP cable near power conduits. (Inspected at occupancy)

E. Contractor will maintain a minimum of twenty-four (24) inches clearance when installing UTP cable near steam and hot water piping. (Inspected at occupancy)

4.12 DATA UNSHIELDED TWISTED PAIR

- A. No cable run for data unshielded twisted pair, from the MDF/IDF to the termination outlet, shall exceed 90 meters, unless this requirement is waived in writing by DOR's network support unit for each such run.
- B. As previously specified, at workstation end, all data UTP drops will be terminated upon Cat 6 RJ-45 jack mounted on a quad flush—mounting faceplate loaded with the appropriate number of color-coded RJ-45 inserts. All RJ-45 jacks shall be CAT 6 rated to ensure high speed reliability. Data UTP cable and associated cable plant components must meet all ITIA/EIA 568-C.2 CAT 6 standards after installation and termination.
- C. All workstations (data and printer) UTP drops are terminated in the Telcom room (MDF/IDF) within the suite using Cat 6 rated termination device for manageable connectivity to LAN Interface equipment. Each of these 19" patch panels will be installed on a properly grounded floor mounted relay rack or telecommunications equipment enclosure. Separate patch panels will be used for Data 1 and for Data 2 cables.
- D. All data UTP drop unshielded twisted pair cable will be terminated in the Telcom room (MDF/IDF) within the suite in Cat 6 rated RJ-45 patch panels.
- E. Contractor will supply one 15' blue Cat 6 patch cord and one 6' blue Cat 6 patch cord for each workstation. Contractor will supply one 6' blue Cat 6 patch cord for the patch panel. All will be provided prior to occupancy.
- F. All contractors provided Cat 6 patch cords must be factory terminated by the manufacturer. No hand-made cables may be used.

4.13 VOICE UNSHIELDED TWISTED PAIR

- A. All voice UTP shall be "home-run" to the MDF and terminated on Cat 6 patch panels.
- B. No run of voice UTP from the MDF to the termination outlet, shall exceed 100m, unless this requirement is waived by DOR for each run. The measurement shall include patch and cross-connect cables.
- C. At the workstation end, all voice UTP drops will be terminated upon an RJ-45 jack mounted on a flush-mounting faceplate (capable of holding four RJ-45 jacks). All data RJ-45 jacks shall be Cat 6, and voice jacks Cat 6 rated.

- D. Voice UTP cable and associated cable plant components must meet all TIA/EIA 568-C.2 Cat 6 standards after installation and termination.
- E. Voice UTP cables will be terminated on a backboard in the Telcom (MDF/IDF) room within the suite utilizing Cat 6 patch panel. For each station cabling Cat 6 patch panel, a corresponding Cat 6 patch panel will be mounted for cross-connection to the incoming voice patch panel. Wire management will be utilized to support the patch cords.
- F. Contractor will be responsible for cross connecting all of DOR staff telephones lines in the MPOE to the Feeder Cable that goes into the DOR office. Office MDF (Telco/Data Room). In the MDF (telco/data room) the lines will be made active on the incoming voice patch panel, including certain "daisy-chaining" as needed for the multi-line telephones. Once the lines are active at the incoming voice patch panel, the contractor will patch each of the workstations with their appropriate telephone line or lines, as per the information provided by DOR.

4.14 CABLE LABELING REQUIREMENTS

- A. Contractor will be responsible for labeling (using a label making device, not handwritten) each face plate and patch panel, utilizing an indelibly printed ink, permanent adhesive plastic label, which indicates the appropriate unique cable identification number.
- B. Every twisted pair face plate and termination block will be labeled by a numbering scheme to be determined at a later time. Such a scheme may identify cables by floor, and cable number. (Note: The labeling itself will follow the same above labeling standard), and be visible at ends.
- C. All cables will be labeled according to yet be determined labeling schemes within the scheme, the IDF numbers, if applicable, will be identified.
- D. Twisted pair cables will be identified by a label on each end of the cable, which identifies the cable in a manner, which refers to the opposite end of the cable. In other words, the label on the outlet end of the cable will identify the cable by the MDF/IDF in which it is terminated, the patch panel on which it is terminated, the patch panel port it occupies, etc. The MDF/IDF end of the cable will simply identify the outlet number on which the cable is terminated. All labeling schemes will be included in the as built documentation.

4.15 CABLE PLANT TESTING/VERIFICATION

- A. Contractor will ensure that the cable plant has been properly installed and meets manufacturer's and industry standards. Contractor must successfully perform, at a minimum, the complete cable plant certification as described in this document.
- B. All cables (UTP, Fiber Optic) shall be tested as noted below.

- C. Provide a hard copy and/or electronic copy of all test results. Handwritten test results will not be accepted.
- D. All testing shall be completed after all communication face plates, patch panels, fiber optic termination hardware and wiring blocks have been secured in their final position and are properly labeled per this specification.
- E. Building must be operational (i.e. Building lighting and power must be energized).
- F. To accomplish/facilitate complete Category 6 Link testing. Telecommunication Installer shall utilize a 350MHz Level III accuracy cable tester with the manufacturer's latest version of firmware and/or software.
- G. Testing and Documentation shall include but not limited to:

4.16 FIBER OPTIC CABLES

A. Using a Optical power meter, measure end-to-end attenuation for all installed cables, including: all splices, terminated fiber; all connector, and patch panels. The total loss shall be measured and reported for each cable at the appropriate operation wavelengths, 850 nm and 1300 nm for Mulit-Mode Fiber and 1310 nm and 1550 nm for Single Mode Fiber. Optical attenuation measurements are to be done from one direction.

4.17 HORIZONTAL CABLING SYSTEM VOICE & DATA (CAT 6) LINE MAP CONTINUITY

- A. Length
- B. Link Insertion Loss (formerly attenuation) Less than 31.0 dB @ 250 MHz.
- C. Link NEXT/FEXT Pr. To Pr. greater than 38.3 dB @ 250 MHz.
- D. Link NEXT/FEXT PWR. greater than sum 32.7 dB @ 250 MHz.
- E. Link ELFEXT Pr. To Pr. 16.2 dB @ 250 MHz.
- F. Link ELFEXT PWR. Greater than sum 13.2 dB @ 250 MHz.
- G. Return loss 10.0 dB @ 250 MHz.
- H. Provide the Owner and DOR with a binder with separate individual sections representing each MDF and IDF containing the following documentation and test results for all cables. Results of all certifications will be sent to the Department of Rehabilitation in electronic form if possible.

Mail to:

Department of Rehabilitation

Attn: Business Services Section

721 Capitol Mall

Sacramento, CA 95814

I. The documentation of all test certifications will be provided within thirty (30) days of the completion of the work described in this schedule. Contractor will provide report forms and reports to the address above.

4.18 AS BUILT DRAWINGS & DOCUMENTATION

- A. Contractor will supply the DOR with the design prints not more than thirty (30) days after the installation sign off. The prints will include: Three (3) sets of "D" size prints that reflect the asbuilt Network and PDF copies reflecting the as-builts. At a minimum, the documentation will provide:
 - 1. Riser cable routes identified by type of cable
 - 2. Cable identification numbers.
 - 3. Number of pairs or strands in each riser cable.
 - 4. IDF locations with riser strand counts.
 - 5. Workstation jack location with identification numbers.
 - 6. MDF/IDF layouts including cable entry points, voice/data equipment and detail.
 - 7. UTP cable distribution routes
 - 8. UTP certification results.
 - 9. Detail drawings of floor mounted standing rack (if different from design)
 - 10. Each UTP drop termination location.
 - 11. Conduit route for each feed cable.

END OF DIVISION 4

3/7/2022



EXHIBIT C – ADMINISTRATIVE REQUIREMENTS

PROJECT: Office Quarters PROJECT NO.: 6175

AGENCY: Department of Rehabilitation LEASE NO.: 3438-001

LOCATION: 625 Kings Court, Suite A DATE:

Ukiah, CA 95482

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PLANNER: Sara Martinez PHONE: 916.376.2923

EMAIL: Sara.Martinez@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		

1

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:

Existing Office Buildings
Existing Warehouse Buildings
Any Building to be Constructed

GROUP II:

Building Type:

Existing Office Buildings with Alterations
Existing Warehouse Buildings with Alterations
Any Building to be Constructed

Net Usable Square Footage:

Less than 100,000 square feet Less than 500,000 square feet Less than 30,000 square feet

Net Usable Square Footage:

100,000 sq. ft. or greater 500,000 sq. ft. or greater 30,000 sq. ft. or greater

<u>Note:</u> 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 D below:

- A. <u>Accessibility Survey</u>: 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:
 - 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-ofway, 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 F below:

Note: See Section 3.3.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:	Sara Martinez	Date:	March 7, 2022		
Agency:	Department of Rehabilitation				
Address:	625 Kings Court, Suite A, Ukiah, CA, 954	182			
Project Number:	6175 Project Name: Office Quarter	rs			

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			F	Project	
	(net usable s.f.)		Va	lue (PV)	
☐ Existing Warehouse Buildings		\$20/sf	\$	-	
Existing Office Buildings	3,695	\$50/sf	\$	184,750	
		\$150/sf	\$	-	
GROUP I (Under \$5,000,000)	Project Value	Multiplier		Fee	
PV X 0.2% of 1st \$500,000 =	\$ 184,750	0.002	\$	370	
Remainder of PV x 0.1% =	\$ -	0.001	\$	-	
Remainder between 2M and 5M x .01%	\$ -	0.0001	\$	-	
Calculated total =			\$	370	
x 10% (QA or \$200 Minimum) = Total Fee				200	
GROUP II (Over \$5,000,000)	Project Value	Multiplier		Fee	
PV x 0.5% of 1st \$500,000	\$ -	0.005	\$	-	
PV between 500,000 and 2M x .25%	\$ -	0.0025	\$	-	
PV over 2M x .1%	\$ -	0.001	\$	-	
Calculated total -			\$	-	
Total Fee	\$	-			
1					
Total Lessor Fee Obligation:				200	

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 CE	Project No.: 61/5	
I hereby certify that the Lease	e Contract Amount, as	defined below, is in the amount of
\$	of which \$	was awarded to a certified
DVBE firm resulting in	% DVBE participa	ation. I understand that the Lease Contract
Amount is the total dollar figu	re against which the D	VBE participation will be evaluated.
Lessor:		Date:
Lessor's Signature:		Printed Name:
		ount 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.

	T			T====	
RESD Project Agency: Department of Rehabilitation			RESD Proje	ect # 617	
Info:	Project Type (Scope of Work): Lease Renewal or			Date:	
	Amendment	56			
	RESD Plann	er: Sara Marti	nez	Phone:	916.376.292
	T			T	
Facility Info: Building Nan		ne:		Hours of Op	eration:
	Address:			Suite:	
City:				Zip:	
	Lessor Cont	act:		Phone:	
	T -			1	
Contractor:	Company Na	ame:	License #:	Phone	:
T					
			hrough the date of: mont	h da	
Exterior		% Compliant	Interior Work		% Complia
Parking & Acce			Accessible M		
Walks	& Sidewalks		Do	oors & Gates	
	Curb Ramps		Information / Recep	tion Counter	
	Stairways		Elevators / F	Ramps / Lifts	
Ramps	s & Landings		Sanitary Facilities / Sinks / Drinkii	ng Fountains	
Accessible M				irwells / Exits	
	ng & Signage		Conference / Meeting / Asse		
110.51	.g or o.ggo			ng & Signage	
			vvaya.	Fire Alarms	
			Total Project	t Percentage	
			Total Trojec	r crocmage	
*All items requ	uired to be 1	00% complia	nt unless Hardship approved by	Authorized .	Jurisdiction
or Mitigation F					,
			(attach additional pages as necess	sarv).	-
List Work and p	orocinage to	be completed	(attaon additional pages as necess	<i>J</i> ary).	
			ve read the above report and know		
			at I know of my own personal know		
			performed and materials used and		
material respec	ct are in comp	oliance with the	e duly approved plans and specifica		re.
Architect:	Signature:			Date:	
	Name:			Architect #	/ :
	Company / F	irm:		Phone:	
	Address:				
0	J	la a la a a 41 a m 1 m	Parkadhalass		
Submit comple			dicated below:		
Department of					
Real Estate Se		on			
Attn: Sara Mar					
707 3 rd Street,		_			
West Sacramento, CA 95605					