

**BUILDING SPACE LEASE
OF EDD OWNED PROPERTY**

<u>LEASE COVERING PREMISES LOCATED AT:</u> 130 East Orgeta Street Santa Barbara, California, 93101
<u>AGENCY</u> EMPLOYMENT DEVELOPMENT DEPARTMENT

Lease No.: L-1778

Project No.: 133966

THIS LEASE, dated for reference purposes only on this 13th day of December 2013, by and between the State of California, acting by and through its Director of General Services, hereinafter called the STATE, and County of Santa Barbara, hereinafter called LESSEE.

WITNESSETH:

DESCRIPTION

1. STATE does hereby Lease to the LESSEE, and LESSEE hereby hires from STATE, upon the terms, agreements, and conditions hereinafter set forth, those certain Premises as outlined on the attached plot plan designated as Exhibit "A" consisting of one page, which is incorporated herein and by this reference made a part hereof and more particularly described as follows:

Approximately 3,211 net square feet of office space in the building located at 130 East Orgeta Street, Santa Barbara California, hereinafter called Premises.

TERM

2. The term of this Lease shall be for a maximum of four (4) years, commencing October 1, 2013, and ending September 30, 2017, with such rights of termination as are hereinafter expressly set forth.

**EARLY
TERMINATION**

3. Either party may terminate this Lease at any time effective on or after September 30, 2015, by giving written notice to the other party at least thirty (30) days prior to the date when such termination shall become effective.

However, if Premises must be vacated due to sale, demolition or seismic retrofit, STATE may terminate this Lease by giving three hundred sixty-five (365) days prior written notice to LESSEE.

RENT

4. LESSEE shall make rental payments for the Leased Premises monthly in advance, the sum of:

ONE THOUSAND EIGHT HUNDRED THIRTY AND 27/100 DOLLARS
(\$1,830.27) from October 1, 2013, through September 30, 2015; then

ONE THOUSAND EIGHT HUNDRED THIRTY AND 27/100 DOLLARS
(\$1,830.27) from October 1, 2015, through September 30, 2017; and thereafter.

Payments shall be made to: Employment Development Department
Accounts Receivable, MIC 70
P.O. Box 826217
Sacramento, CA 94230-6217

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.

USE

5. The Leased PREMISES shall be used by LESSEE during the term hereof for the purpose of general office use and for no other purpose whatsoever. The program conducted within the Leased PREMISES will be the function and total responsibility of the LESSEE, acting for and through its Board of Directors. STATE will have no obligation to provide any program needs, including any supplies and equipment, except as otherwise specified herein.

HOLDING OVER

6. (a) Should LESSEE hold over after the expiration of the term of this Lease with the consent of STATE, expressed or implied, said tenancy shall be deemed to be a tenancy only from month-to-month and payable on a monthly basis in advance, subject otherwise to all the terms and conditions of this Lease insofar as applicable

(b) STATE offers and LESSEE accepts no assurance that the Leased Premises or any other comparable space or facilities at the site described herein will be made available to LESSEE beyond the term stated above or as said term is reduced as provided herein.

SERVICES

7. STATE at STATE's sole cost and expense, during the term of this Lease shall furnish the following services, utilities, and supplies to the Leased PREMISES:

Electric, gas, sewer, trash disposal from a central receptacle, and water service.

Note: The cost of all telephone services will be the responsibility of the LESSEE.

JANITORIAL SERVICES

8. STATE at STATE's expense shall have or hire janitorial services sufficient to maintain the interior in a clean and well maintained condition.

REPAIR AND MAINTENANCE

9. During the Lease term, the STATE shall maintain the Leased PREMISES in good repair and tenantable condition, so as to minimize breakdowns and loss of the LESSEE's use of the PREMISES caused by deferred or inadequate maintenance, including:

(a.) Generally maintaining the Leased Premises in good, vermin free, operating condition and appearance.

(b.) Furnishing prompt, good quality repair of the building, equipment, and appurtenances.

(c.) Furnishing preventative maintenance, including, but not limited to, manufacturers recommended servicing of equipment such as elevator (if any), heating, air conditioning and ventilating equipment, and fixtures.

STATE shall provide prompt repair or correction on any damage except damage arising from a willful or negligent act of the LESSEE's agents, employees or invitees.

LESSEE is responsible for maintaining all personal property, including voice and data equipment, and support equipment within the Leased Premises. LESSEE is solely responsible for all damage arising from willful or negligent acts of LESSEE's agents, employees and invitees.

RECOVERY OF LEGAL FEES

10. If an action be brought by the STATE for the recovery of any rent due under the provisions hereof, or for any breach hereof, or for the recovery of possession of the Leased PREMISES, or to protect any rights given to the STATE against LESSEE, the STATE shall be entitled to attorney's fees in the action, as the court determines to be reasonable, which shall be fixed by the court as part of the costs of the action.

HOLD
HARMLESS

11. The State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including LESSEE, or property of any kind whatsoever and to whomsoever belonging, including LESSEE, from any cause or causes whatsoever while in, upon or in any way connected with the Premises during the term of this Lease or any occupancy hereunder, except those arising out of the sole negligence of the STATE. LESSEE agrees to defend, indemnify and hold harmless the State of California from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring. LESSEE agrees to provide necessary Worker's Compensation Insurance for all employees of LESSEE upon said Premises at the LESSEE's own cost and expense.

INSURANCE

12. LESSEE shall furnish a certificate of insurance with the STATE's Lease Number indicated on the face of said certificate, issued to STATE with amounts of Commercial General Liability of at least \$1,000,000 per occurrence and Fire Legal Liability of at least \$500,000 naming the State of California, its officers, agents and employees as additional insureds. Said certificate of insurance shall be issued by an insurance company with a rating which is acceptable to Department of General Services, Office of Insurance and Risk Management.

It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this paragraph. The certificate of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to STATE. LESSEE agrees that the insurance herein provided for shall be in effect at all times during the term of the Lease. In the event said insurance coverage expires at any time or times during the term of this Lease, LESSEE agrees to provide STATE at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one (1) year. In the event LESSEE fails to keep in effect at all times insurance coverage as herein provided, STATE may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event.

If LESSEE is self-insured, LESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this Lease. LESSEE shall annually thereafter, on the anniversary of the date of execution of this Lease, provide STATE with a written acknowledgment of the continuation of its self-insured status. If, at any time after the execution of this Lease, LESSEE abandons its self-insured status, LESSEE shall immediately notify STATE of this fact.

LOSSES

13. STATE will not be responsible for losses or damage to personal property, equipment or materials of LESSEE and all losses shall be reported to STATE immediately upon discovery.

NON
DISCRIMINATION

14. In the performance of this Lease, the LESSEE shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over40), marital status, sex, sexual orientation, or use of family care leave. LESSEE shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

LESSEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LESSEE shall give written notice of its obligations under this clause to any labor organizations with which they have a collective bargaining or other Agreement. Further, LESSEE shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the STATE setting forth the provisions of this Fair Employment Practices Section. (Government Code, Section 12920-12994).

REMEDIES FOR WILLFUL VIOLATIONS:

a). The STATE may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which LESSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the LESSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code.

b). The STATE shall have the right to terminate this Lease and any loss or damage sustained by the STATE by reason thereof shall be borne and paid for by the LESSEE.

**DEBT LIABILITY
DISCLAIMER**

15. The STATE will not be liable for any debts or claims that arise from operation of this Lease.

**PARTNERSHIP
DISCLAIMER**

16. LESSEE and any and all agents of LESSEE shall act in an independent capacity and not as officers or employees of the STATE. Nothing herein contained shall be construed as constructing the parties herein as partners.

ENCUMBRANCES

17. LESSEE and STATE hereby acknowledge and agree that LESSEE does not intend to encumber by deed of trust LESSEE's interest in Premises for the purpose of constructing improvements thereon. Any such encumbrances are void without prior written consent from STATE.

TAXES

18. The LESSEE agrees to pay all lawful taxes, assessments or charges which at any time may be levied by any public entity upon any interest in this agreement of any possessory right which LESSEE may have in or to the Premises or the improvements thereon by reason of LESSEE's use or occupancy thereof or otherwise as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property owned by LESSEE in or about said Premises. It is further understood that this Lease may create an interest subject to property taxation and LESSEE may be subject to the payment of property taxes levied on such interest.

SUBLETTING

19. LESSEE shall not assign this Lease in any event and shall not sublet the Leased Premises or any part thereof and will not permit the use of the Leased PREMISES by anyone other than the LESSEE without prior written consent of the STATE.

**CONDITION OF
PREMISES**

20. LESSEE accepts the PREMISES as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or the earlier termination of this Lease, to surrender up to STATE the PREMISES, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by acts of nature, excepted.

COMPLIANCE
WITH LAWS

21. LESSEE shall at its sole cost and expense comply with all the requirements of all Municipal, County, State, and Federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

Any physical change to the improvements at the facility shall comply with the California Environmental Quality Act (CEQA).

VACATING THE
PREMISES

22. LESSEE shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender, and yield to STATE, all and singular, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature excepted. Upon termination, a qualified STATE representative shall inspect the Premises to determine that the Premises were left in accordance to the terms specified. In the event damage has occurred, LESSEE shall assume liability for the cost to restore the Premises to its prior condition.

ABANDONMENT OF
PREMISES

23. If the LESSEE abandons, vacates or surrenders the Premises, or is dispossessed by process of law, any personal property belonging to the LESSEE and left on the Premises shall be deemed to be abandoned at the option of the STATE. Failure by LESSEE to occupy and/or use the Premises for a period of thirty (30) days or longer shall constitute abandonment by LESSEE.

CONSTRUCTION,
ALTERATIONS
AND REPAIRS

24. The LESSEE shall make no repairs, changes, and/or alterations or post signs to the Leased PREMISES without first obtaining prior consent from the STATE in writing.
LESSEE is to accept the existing improvements "as-is".

No alterations to the Premises or construction of improvements thereon shall be permitted to begin until STATE has approved the completed plans and specifications for said project. Said plans are to be prepared by an architect registered by the State of California. Once LESSEE has provided STATE said plans and specifications, STATE shall have a thirty (30) day minimum review period before granting LESSEE approval or disapproval of the project in writing.

Request for alterations, additions or improvements shall not be unreasonably denied. LESSEE shall, at the time of the request, specify if they desire to retain ownership and/or possession of the alteration, addition, or improvement.

DISPOSITION OF
IMPROVEMENTS

25. Upon termination of this Lease for any cause, LESSEE shall remove any and all equipment and improvements of the LESSEE and restore the entire Premises to its condition prior to the execution of this Lease, except, however, the STATE may approve, in writing, any deviation from this requirement.

MUTUAL
CONSENT

26. Notwithstanding any provision contained herein to the contrary, this Lease may be altered, changed, or amended by mutual consent of the parties hereto in writing.

DEFAULT

27. LESSEE shall pay said rent to the STATE without deduction, default or delay. In the event of the failure of LESSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LESSEE to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LESSEE of such default, this Lease may be terminated. In the event of termination of this Lease, it shall be lawful for STATE to reenter into and upon the Premises and every part thereof and to remove and store at LESSEE's expense all property therefrom and to repossess and occupy the Premises. In the event STATE terminates this Lease pursuant to this paragraph, the STATE shall not be required to pay LESSEE any sum or sums whatsoever.

FIRE AND
CASUALTY
DAMAGES

28. STATE will not keep improvements which are constructed or installed by LESSEE under the provisions of this Lease insured against fire or casualty, and LESSEE will make no claim of any nature against STATE by reason of any damage to the business or property of LESSEE in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State of California in the course of their employment

CANCELLATION

29. Notwithstanding any other provisions contained herein, any violation of the terms or conditions of this Lease or of the department's rules and regulations that continue for a period of thirty (30) days after written notice by the STATE to LESSEE, shall be grounds for immediate cancellation of the Lease and removal of the LESSEE.

NOTICES

30. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below, or sent by electronic facsimile to the telefacsimile numbers set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, or (iii) if given by electronic facsimile, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a state or federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To the LESSEE:

County of Santa Barbara
Social Service Department
234 Camino Del Remedio
Santa Barbara, CA 93110-1369

Phone: (805) 681-4401

Fax: (805) 681-4403

TO THE STATE:

DEPARTMENT OF GENERAL SERVICES:

DEPARTMENT OF GENERAL SERVICES,
REAL ESTATE SERVICES DIVISION
LEASE MANAGEMENT C - 1887
707 THIRD STREET, SUITE 5-305
WEST SACRAMENTO, CA 95605

PHONE NO. (916) 375-4172

FAX NO. (916) 375-4173

EMPLOYMENT DEVELOPMENT DEPARTMENT
800 Capitol Mall, MIC 62-8
Sacramento, CA 95814

Notice of change of address or telefacsimile number shall be given by written notice in the manner described in this section. LESSEE is obligated to notice **all** state offices listed above and the failure to provide notice to all State offices will be deemed to constitute a lack of notice.

The address to which notices shall be mailed as aforesaid to either party, may be changed by written notice given by subject party to the others, as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

STATE'S
RIGHT
OF ENTRY

31. During continuance in force of this Lease, there shall be and is hereby expressly reserved to STATE and to any of its agencies, contractors, agents, employees, representatives, or licensees, the right at any and all times, and any and all places to temporarily enter upon said Leased PREMISES for inspection or other lawful STATE purposes, provided LESSEE is given prior notice of entry. In the event of an emergency, prior notice is not required.

NO
SMOKING

32. Smoking is not allowed in or upon the Leased Premises. LESSEE will enforce the smoking prohibition inside the building and within 20 feet of any entrance regarding LESSEE's employees and invitees.

PROPERTY
INSPECTION

33. LESSEE has visited and inspected the Premises and it is agreed that the area described herein is only approximate and the STATE does not hereby warrant or guarantee the actual area included hereunder.

BINDING
CLAUSE

34. The terms and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereon.

SECTION
HEADINGS

35. All section headings contained herein are for convenience of reference only, and are not intended to define or limit the scope of any provisions of this Lease.

RELOCATION

36. In the event STATE terminates this Lease pursuant to Paragraphs 3, 24, and/or 26, LESSEE acknowledges and agrees that it has no claim against STATE for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to Government Code sections 7260 et seq. or any regulations implementing or interpreting such sections. LESSEE further agrees that it has no claim in either law or equity against STATE for damages or other relief should the Lease be terminated, and waives any such claims it may have.

HAZARDOUS
SUBSTANCES

37. LESSEE agrees that it will comply with all laws, either federal, state, or local, existing during the term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LESSEE's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LESSEE shall indemnify, defend, and hold harmless any of these individuals against such liability. Where the LESSEE is found to be in breach of this provision due to the issuance of a government order directing the LESSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LESSEE or any person acting under LESSEE's direct control and authority, LESSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order. In the event a government order is issued naming the LESSEE or the LESSEE incurs any liability, during or after the term of the Lease, in connection with contamination which pre-existed, the LESSEE's obligations and occupancy under this Lease or which were not caused by the LESSEE, STATE shall hold harmless, indemnify, and defend the LESSEE in connection therewith and shall be solely responsible as between LESSEE and STATE for all efforts and expenses therefore.

LIENS

38. LESSEE shall keep the Premises free from all liens and claims of mechanics, material suppliers, and others from work done and material furnished at the request of LESSEE. Should any lien or claim of lien be file or notice be given, LESSEE shall cause the same to be immediately canceled and removed, and if so removed, LESSEE shall not

be in default under the terms of this Lease.

**TIME IS OF THE
ESSENCE**

39. Time is of the essence of each and all of the provisions, covenants and conditions of this agreement.

**NO ORAL
AGREEMENTS**

40. 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.

FORCE MAJEURE

41. If either LESSEE or STATE shall be delayed or prevented from the performance of any act required hereunder by reasons of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be extended for a period equivalent to the period of such delay. Nothing in this clause shall excuse LESSEE from prompt payment of any rent, taxes, insurance or any other charge required of LESSEE, except as may be expressly provided in this Lease.

BANKRUPTCY

42. In no event shall this Lease or the leasehold estate become an asset of LESSEE in bankruptcy, receivership or other judicial proceedings. LESSEE shall be in default under this Lease and the provisions of the "Right of Entry", Paragraph Number 31 hereof, shall apply in the event of any of the following: (a) LESSEE becomes insolvent or makes an assignment for the benefit of creditors, (b) a petition in bankruptcy is filed by or against LESSEE, (c) a writ of execution is levied against this Lease or the leasehold estate, (d) LESSEE abandons or vacates or does not continuously occupy or safeguard the Premises

**CONSTRUCTION
RELATED
ACCESSIBILITY
STANDARD
COMPLIANCY ACT**

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

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

[Signature Page Follows]

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto as of the date first written below

STATE OF CALIFORNIA

Approval Recommended:

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

EMPLOYMENT DEVELOPMENT
DEPARTMENT

By: _____
Denni D. Ghilarducci, Real Estate Officer
Real Estate Leasing and Planning Section

By: _____
SHERI S. Huber, Chief
Business Operations Planning And
Support Division

Date: _____

Date: _____

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

By: _____
JEFF LYON, Chief
Real Estate Leasing and Planning Section

Executed Date: _____

"COUNTY"

COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

Supervisor Steve Lavagnino
Chair, Board of Supervisors

By: _____
Deputy Clerk

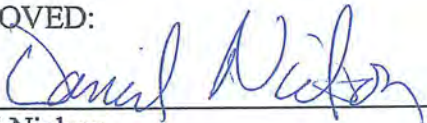
Date: _____

"LESSOR"

See previous page for
By: State of California approval

Printed Name and Title

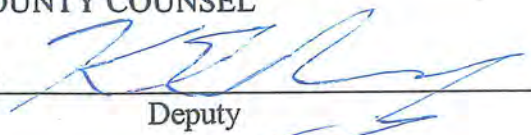
APPROVED:



Daniel Nielson
Director of Social Services

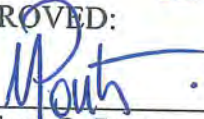
APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy

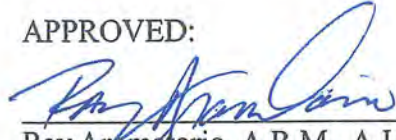
By: 
Deputy

APPROVED:



Matthew P. Pontes
Director of General Services

APPROVED:



Ray Aronatorio, A.R.M., A.I.C.
Risk Program Administrator

EXHIBIT 'B' OUTLINE SPECIFICATIONS

PROJECT: Office Quarters PROJECT NO.: 133966
 AGENCY: Employment Development Department LEASE NO.: 1913-001
 LOCATION: 130 East Orgeta Street Santa Barbara, CA 93101 DATE: 12/13/13

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PROJECT CONTACT: Mary Kuyper
 State Facilities Manager I
 EMAIL: mary.kuyper@dgs.ca.gov
 PHONE: 916.375.4115
 FAX: 916.375.4085

Confirmation Statement

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

Initials _____

**EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 1**

DIVISION 1 - GENERAL REQUIREMENTS

1.1 SUMMARY

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

1.2 RELATED DOCUMENTS

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

1.3 GENERAL PROVISIONS

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

EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 1

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

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

- L. Record Documents: Lessor, at Lessor's sole cost and expense, shall provide the State accurate architectural drawings of the "as-is" condition of the space to be leased, including building common areas, site/parking plan, and path of travel. The drawings shall be in an electronic format to be determined by DGS. Any required re-design work caused by discrepancies with the "as-is" drawings shall be the responsibility of the Lessor.
- M. Green Building Practices: The Lessor shall operate and maintain the leased premises in accordance with best practices to achieve energy efficiency, sustainability, improved air quality and enable maximum recycling efforts through out the term of the lease.
1. Lessor shall implement a Construction Waste Management Plan that will maintain a minimum standard of 50% diversion of construction waste from landfills. Lessor shall submit Construction Waste Management Plan to the State for review prior to commencement of construction and a Construction Waste Management Worksheet upon project completion. Refer to the California Green Building Standards Code for examples of a Construction Waste Management Plan and Construction Waste Management Worksheet.
 2. Lessor shall use construction materials with recycled content at least 10% of value based on total estimated cost of construction.
 3. Lessor shall use renewable construction materials at least 2.5% of total materials value.
 4. Where toilet rooms are constructed for the State's exclusive use, plumbing fixtures shall have sensor-operated (hands free) hardware such as faucets, soap dispensers, flush valves, and warm air hand dryers. Set water heater temperature at 110° F.
 5. Where economically feasible, Lessor shall furnish, install, and maintain utility sub-meters. The sub-meters shall be capable of measuring State's water usage and electrical usage and shall include provisions for reporting usage data.
 6. All equipment and appliances provided by Lessor shall be Energy Star labeled if Energy Star is applicable to the equipment or appliance.
- N. Submittals: Lessor shall submit shop drawings, product data, and samples to the State for review prior to construction or fabrication.
- O. Material Safety Data Sheet (MSDS): Prior to construction and upon request by State, Lessor shall provide MSDS of all products or materials used in the maintenance, repair, or renovation of the premises.
- 1.4 CONSTRUCTION AND CODE CRITERIA
- A. Construction Documents: The Exhibit "A" Plan or the Exhibit "A" Facility Design Program (written narrative) are design development guidelines only. Lessor, 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

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Department and to construct the improvements as indicated. The use of Exhibit "A" Plan in lieu of construction documents is not acceptable to the State.

1. Prior to submitting construction documents to the local building department for plan check and or permitting, Lessor shall submit said construction documents to DGS for review. Any DGS comments to the construction documents shall be construed as advisory only and shall not relieve the Lessor in any respect from full compliance with Exhibits "A", "B", and "C" or any other exhibits.
 2. Lessor's architect, engineers, consultants, and contractors shall have current and valid license/certifications as issued by the State of California.
 3. During construction of building's core, shell, and or tenant improvements, Lessor shall maintain at the project site, a complete set of lease Exhibits consisting of Exhibit "A", "B", "C" and any other exhibits for DGS use.
- B. State Fire Marshal: Concurrent with submission to the building department for permitting, Lessor shall submit a complete set of construction documents, including fire sprinkler plans and fire alarm plans, to the State Fire Marshal for review and approval and shall arrange for periodic inspections of the work (refer to Exhibit "C" for procedures).
- C. Access Compliance: Lessor shall ensure that all new work and existing conditions comply with the requirements of CCR Title 24, California Building Code (CBC), and Americans with Disabilities Act (ADA). State agencies are public entities and shall comply with Title II of the ADA. Exceptions to the code for existing buildings are not permitted. Where CBC requirements conflict with ADA requirements, the most stringent requirement shall take precedence. Access compliance shall apply to exterior areas such as, but not limited to, path of travel to and from public transportation and public right-of-way, parking, passenger drop-off and loading zones, walks and sidewalks, curb ramps, ramps, and all stairs. Access compliance shall also apply to interior areas such as, but not limited to, entrances and exits, lobbies, building common areas, elevators, access lifts, doors and gates, access to and through all rooms and spaces, restrooms, signs and identification, counters, waiting, and seating areas, assistive listening systems, telephones, drinking fountains, alarms, and horizontal/vertical access. See Exhibit "C" for procedures.
- D. Codes and Ordinances: All new work and existing conditions shall comply with all regulations, laws, and ordinances of the governmental authorities having jurisdiction and the applicable editions of the following codes including, but not limited to:
1. Title 8 CCR – Industrial Relations
 2. Title 17 CCR, Public Health
 3. Title 19 CCR, Public Safety, State Fire Marshal Regulations
 4. Title 24 CCR, Part 1 – Building Standard Administrative Code
 5. Title 24 CCR, Part 2 – California Building Code (CBC), Vols. 1 & 2
 6. Title 24 CCR, Part 3 – California Electrical Code (CEC)
 7. Title 24 CCR, Part 4 – California Mechanical Code (CMC)
 8. Title 24 CCR, Part 5 – California Plumbing Code (CPC)
 9. Title 24 CCR, Part 6 – California Energy Code
 10. Title 24 CCR, Part 9 – California Fire Code (CFC)
 11. Title 24 CCR, Part 11 – California Green Building Standards Code 2010
 12. Title 24 CCR, Part 12 – California Reference Standards Code

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

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

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

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

1.5 SUBSTANTIAL COMPLETION AND PROJECT COMPLETION

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

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

1.6 HAZARDOUS MATERIALS

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

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

3. Where asbestos containing material (ACM) or suspect ACM have been identified by survey, the Lessor shall provide the State with a copy of a written Operations and Maintenance (O&M) plan. This O&M Plan must be effective in minimizing damage or disturbance of any ACM or suspect ACM and provide for quick repairs of the same.
4. If damaged ACM or suspect ACM is found, or the physical condition of ACM indicates possible fiber release, a response action in accordance with the approved O&M Plan shall be conducted. The approved O&M plan shall include provisions for air sampling by an independent Certified Industrial Hygienist during and at the completion of all response actions; analysis of air samples shall be conducted utilizing Transmission Electron Microscopy (TEM). The standard for re-occupancy of an affected area shall be concentrations at or below 70 asbestos structures per millimeter squared (structures/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:

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

D. Mold:

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

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(DOSH) Certified Industrial Hygienist to determine the appropriate response action.

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

E. Underground storage tanks (UST):

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

END OF DIVISION 1

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DIVISION 2

DIVISION 2 - DESIGN REQUIREMENTS

2.1 FLOOR CONSTRUCTION AND FINISHES

A. Concrete Floor:

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

B. Carpet Flooring - General:

1. Lessor shall provide and install carpet and cove base where shown in Exhibit "A". All carpet shall comply with ANSI/NSF 140-2007 Platinum level.
2. Where requested by DGS, Lessor shall submit carpet samples to DGS for selection. The samples shall be from a minimum of three different manufacturers and consist of a variety of patterns, textures, colors, and styles.
3. Carpet shall have random graphic pattern loop non-generic branded, 6 or 6.6 nylon face yarn with inherent static control.
4. Broadloom loop pile carpet shall have inherent static control capability to assure a maximum 3.5 KV rating at 20% relative humidity and 70 degrees F as measured by AATCC-Test Method 134.
5. Carpet with anti-microbial properties shall be used for healthcare, senior care or childcare, and 'clean' areas.

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6. Carpet shall be installed according to manufacturer's guidelines. The carpet shall be securely attached, have a firm cushion, pad or backing, be of level loop, textured loop, level-cut pile, or level-cut/uncut pile texture. The maximum pile height shall be ½ inch.
7. The carpet backing shall have a minimum 10-year guarantee against tuft pull and zippering, and surface wear shall not be more than 10% within 10 years.
8. Carpet adhesives shall be non-toxic, low odor, solvent free, and shall not produce toxic vapors or contain carcinogenic materials.
9. Carpet shall meet Federal, State, and Local flammability standards.
10. Carpet shall be installed in accordance with the Carpet and Rug Institute CRI 104 Standard for Installation of Textile Floor Covering Materials. The installation shall be guaranteed against bubbling, wrinkling, stretching/shrinking, opening seams, or other evidence of poor materials and workmanship for a period of two years following installation. This guarantee shall cover normal wear and tear and note deficiencies occurring as a result of damage, negligence and/or alterations. The materials shall be guaranteed against wear, delamination, tuft bind and be lightfast for a period of 10 years. The material shall remain colorfast as a result of atmospheric contaminants for a period of 5 years after installation.
11. Lessor shall maintain the carpet according to manufacturer's guidelines.

C. Broadloom Carpet Requirements:

1. Density: 6000 minimum; heavy commercial use.
2. Density: 36x finished pile weight divided by pile height.
3. Tuft bind for broadloom shall be minimum 6 lbs., ASTM D 1335 – 98, Standard Test Method for Tuft Bind (edge ravel) of Pile Yarn Floor Coverings, tested wet or dry. Warranty edge ravel for 10 years.
4. Face yarn weight: Minimum 22 oz/sq. yd.
5. Minimum of 10 lbs backing delamination test, ASTM D3936 - 05 Standard Test Method for Resistance to Delamination of the Secondary Backing of Pile Yarn Floor Covering.
6. Minimum rating of 7 anti-stain tests; AATCC Test Method 175-2008 Stain Resistance Pile Floor Coverings.
7. Lessor shall provide 2% of product overage including accent carpet up to a maximum of 100 sq. yards from the same dye-lot for future repairs.

D. Carpet Tile Requirements:

1. Density: 5000 minimum; heavy commercial use.
2. Tuft bind strength shall be minimum 5 lbs., ASTM D 1335-98: Standard Test Method for Tuft Bind (edge ravel) of Pile Yarn Floor Coverings, tested wet or dry. Warranty edge ravel for 10 years.
 - a. Face yarn weight: Minimum 16 oz/sq. yd
 - b. Minimum of 10 lbs. backing delamination test, per ASTM D3936-05 Standard Test Method for Resistance to Delamination of the Secondary Backing of Pile Yarn Floor Covering.
 - c. Minimum rating of 7 anti-stain tests, per AATCC Test Method 175-2008 Stain Resistance Pile Floor Coverings.

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- d. Lessor shall provide 2% of product coverage including accent carpet up to a maximum of 100 sq. yards from the same dye-lot for future repairs.
- E. Ceramic Tile Flooring Requirements:

Ceramic Tile Flooring shall have a coefficient of friction of at least 0.6 per ASTM C1028 (0.8 % on sloped surfaces steeper than 6%). Unless otherwise noted by DGS, provide 2" x 2" slip resistant floor tile with matching ceramic base, include all inner and outer corner and trim pieces. All adhesives, mastics, and grouts shall be non-toxic and low in VOC emissions and shall be as recommended by the ceramic tile manufacturer. All grout shall be sealed and maintained according to manufacturer's guidelines.
- F. Resilient Flooring Requirements:
 - 1. Resilient Flooring shall meet ASTM F 1066, FS SS-T-312B, Type IV, Composition 1, Class 2, 12" X 12" having uniform thickness of 1/8" with square true edges of manufacturer's standard color and pattern as selected. Product shall comply with all regulations controlling the use of volatile organic compounds (VOC's). Provide one carton (40 pieces) of additional matching floor tile.
 - 2. Resilient Flooring shall have a coefficient of friction of at least 0.6 per ASTM D2047. It shall be installed in strict accordance with manufacturer's approved installation instructions using the appropriate recommended 100% solvent free adhesive.
- G. Rubber Base Requirements:
 - 1. Lessor shall provide and install cove wall base at all carpet and resilient floor finish areas. Wall base shall be extruded rubber cove, 1/8" thick x 4" high complying with ASTM F-1861. The color shall be selected by DGS.

2.2 EXTERIOR WALLS

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

2.3 INTERIOR WALLS AND PARTITIONS

- A. Walls and partitions shall be ceiling height unless otherwise noted in Exhibit "A" or Division 3 'Special Provisions'. Subject to code limitations, those indicated as new partitions may be wood or metal stud with plaster or gypsum wallboard or other construction of equal sound transmission coefficient (STC). Provide a minimum STC 32. Demising walls separating State premises and other building tenants shall extend to the under-side of structure above and shall be constructed to achieve a sound transmission coefficient of 50.
- B. Walls of equipment rooms, toilet rooms, conference rooms, hearing rooms, quiet rooms, training rooms, interview rooms, employee break rooms, and where indicated in Exhibit "A", shall be insulated to prevent transmission of sound or vibration. Wall construction shall achieve a minimum rating of 50 STC as set forth in ASTM E90. Furnish and install insulation batts above the finished ceiling on each side of the wall for the entire length of the wall.
- C. Moisture resistant wainscot of ceramic wall tile or other DGS approved material shall be installed to all plumbing fixture walls and adjacent walls in the toilet rooms. Wall

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tile shall be a minimum of 4"x 4" glazed ceramic tile. Wainscot shall extend a minimum of 4'-0" A.F.F. unless noted otherwise.

- D. Glazed openings in office partitions shall be set in metal frame assemblies and comply with Consumer Product Safety Commission impact-safety standards.

2.4 ROOF AND INSULATION

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

2.5 ACOUSTICAL CEILINGS

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

2.6 DOORS

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

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2.7 DOOR HARDWARE

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

2.8 MILLWORK

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

**EXHIBIT B – OUTLINE SPECIFICATIONS
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hardware shall comply with ANSI A156.9-01 and Builders Hardware Manufacturers Association.

- H. All millwork shall be installed in accordance with all seismic safety requirements of the Code.
 - I. Base Cabinets containing sinks shall be CBC/ADA/ access compliant. Unless otherwise noted, Lessor shall provide cabinet doors with attached toe kicks with rubber base to conceal clear space below.
- 2.9 GYPSUM BOARD FINISH / PAINTING / WALLCOVERING / SEALANTS
- A. Gypsum board finish shall be a smooth, blemish-free, monolithic surface and free of tool marks and ridges. Heavy textured wall surfaces are not acceptable.
 - B. Water-based paints shall not be formulated with aromatic hydrocarbons, formaldehyde, halogenated solvents, mercury or mercury compounds, or tinted with pigments of lead, cadmium, chromium VI, antimony and their oxides. All architectural paints and coatings shall comply with VOC limits of the California Green Standards Code unless more stringent local limits apply.
 - C. All wall texture and paint colors shall be selected and or approved by DGS.
 - D. New Surfaces:
 - 1. New partitions without factory finish shall be painted with one coat of primer/sealer and two finish coats of premium quality latex, eggshell paint. Flat paint is not acceptable.
 - 2. Breakrooms, toiletrrooms, and janitorial closets shall be painted with semi-gloss enamel paint.
 - 3. Paint-grade doors and trim shall be latex semi-gloss enamel paint.
 - 4. Stained or natural finish wood shall be finished with sealer and two coats lacquer. They shall be finished using non-toxic, water-based urethanes or similar environmentally sensitive products.
 - E. Existing Surfaces:
 - 1. Interior walls and plaster or gypsum board ceilings shall be finished in latex eggshell paint.
 - 2. Heavy textured walls shall be sanded smooth and prepared for a new paint finish.
 - 3. Existing wall coverings shall be removed unless otherwise noted, wall surface shall be prepared, and receive a new paint finish.
 - 4. Doors and frames shall be refinished to provide a new looking appearance.
 - 5. HVAC registers and grilles shall be in a newly painted condition.
 - 6. Stained or natural finished wood shall be refinished with sealer and lacquer.
 - 7. Metal toilet stall partitions shall be repainted using electrostatic paint process.
 - F. Where alteration work occurs, new painted surfaces shall extend to the natural break.
 - G. Where wall covering is specified, the product shall be 'breathable' to prevent mold and bacteria development. All adhesives used shall be non-toxic, low in VOC emissions, and shall be as recommended by the wall-covering manufacturer.

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- H. Interior sealants shall not contain mercury, butyl rubber, neoprene, SBR (styrene butadiene rubber), nitride, aromatic solvents (organic solvent with a benzene ring in its molecular structure), fibrous talc or asbestos, formaldehyde, halogenated solvents, lead, cadmium, hexavalent chromium, or their components.

2.10 BUILDING SPECIALTIES

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

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3. All signage located within the State's premises shall be tactile identification signage with raised letters and raised numbers between 5/8" and 2" high with a width-to-height ratio of between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Letters shall be raised 1/32" above the background, Sans Serif uppercase characters. Signage shall be installed 60" A.F.F. to centerline of sign. Signage for all private offices shall have a clear 3" – 4" high x 6" wide x 1/16" thick non-glare lens slide-out.
 - a. Characters and background of signage shall be eggshell, matt, or other non-glare finish. Characters shall contrast with their background.
 4. Grade 2 California Braille dots shall be raised 1/40" above the background. Braille shall be 1/10th inch on center within each cell and 2/10th inch between cells. Braille dots shall be domed or rounded
 5. In addition to room identification signage, Lessor shall provide and install tactile exit signs and tactile exit route signs.
 6. Where signs are mounted on glass, such as sidelights, furnish and install a blank of equal material, width, height, and background color to the opposite side of said glass.
 7. State of California Identification:
 - a. On or near the suite entrance door, install the words "STATE OF CALIFORNIA", the name of State tenant/ Department/ Agency and suite numbers and shall include Braille and tactile text and numbering. Signage shall be building standard and subject to approval by the State. Painted or pressure sensitive vinyl letters are not acceptable. Provide agency identification in the building directory, where available.
 8. Lessor shall provide 'Maximum Occupancy' signage(s) on the wall above or near the entry door for all conference, meeting, lunch, auditorium, and assembly rooms.
 9. Exterior signs: (applicable only if building is totally occupied by the State) Lessor shall provide and install exterior signs. Letters shall be of cast aluminum alloy, bronze, black anodized finish, dimensional plastic. Submit samples to DGS for approval. The words "STATE OF CALIFORNIA" and the name of the occupying department, and street address shall be in scale with the building elevation.
 - a. Lessor shall be solely responsible for any additional permits and fees.
- H. Assistive Listening Devices:
1. Lessor shall provide an assistive listening device system for all meeting, conference, quiet, assembly, and gathering rooms. The system shall comply with all accessibility requirements.
 2. Occupant Load less than 50:
 - a. One portable system per floor can be shared between rooms with occupant loads less than 50. The system shall be designed to accommodate the largest room size that is being shared. The portable, wireless FM based system shall include high output acoustic headset(s) such as the Centrum 8500-25f (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.

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3. Occupant Load of 50 or more:
 - a. Rooms with more than 50 person occupant load and fixed seating must have a fixed assistive listing device system for 4% of the total number of seats in these rooms, but not less than two. Lessor shall provide signage inside each room and in the common hallway and or corridor indicating that the device is available.
- I. Modular Systems Furniture (MSF):
 1. The State may elect to furnish and install MSF in lieu of traditional office furniture. MSF may be comprised of any combination of freestanding partition panels, panel supported worksurfaces, files, components, and access raceways.
 2. Where State elects to install MSF as described above, Lessor, at Lessor's sole cost and expense, shall provide the following:
 - a. Obtain any required permits from the local jurisdiction.
 - b. Electrical engineering and installation of all wiring systems and components as necessary or required from the building's electrical system to the MSF for a complete and fully operational system.
 - c. Provide a minimum of four 20A circuits to each base feed and/or power pole feed. Each 20A circuit shall serve a maximum of four workstations. Coordinate electrical junction box locations with State furnished MSF plans. See Division 3 Special Provisions for MSF wiring diagram.
 - d. Installation of voice and data communication cabling from the data communication closet to the final point of termination at the MSF panel.
 - e. Cut and assemble the supplied power pole to the appropriate length, insert pole into top trim of panel, align the pole true and plumb, seismically brace pole, cutting the correct size hole in the ceiling tile, routing the electrical conduit through the pole, and installing the ceiling escutcheon plate to complete the pole installation.
 - f. Coordinate the installation of new wall mounted equipment to prevent interference with the MSF such as electrical panels, lighting control switching, thermostats, and fire extinguisher cabinets.
 - g. Relocate any existing wall-mounted equipment as required to accommodate MSF.
 - h. State or its representative shall provide MSF layout drawing(s) to Lessor for use in the preparation of construction documents.
 - i. State shall complete all procurement procedures for purchase of MSF.
 - j. In the event that the Lessor fails to complete the required construction, improvements, and/or alterations prior to the scheduled MSF delivery date, Lessor, at Lessor's sole cost and expense shall be responsible for all additional shipping, handling, and storage fees, including any "overtime" labor costs.
 - k. Where the State utilizes MSF, and the existing floor coverings are to be replaced as defined in the lease exhibits, Lessor, at Lessor sole cost and expense shall lift the existing MSF and disconnect as necessary, all power, voice, and data cabling. The MSF shall be lifted using a MSF lift 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

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DIVISION 2**

realign and adjust the MSF to its original location and condition. Prior to lifting or moving the MSF, Lessor shall perform an inspection with State representatives and contractor to observe and document the condition of the MSF. In the event the MSF is damaged during the performance of any tenant improvement work, Lessor, at Lessor's sole cost and expense shall repair and/or replace the MSF with approved equal product. MSF manufacturer's authorized installers shall perform all repair work.

J. Flagpoles:

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

2.11 PLUMBING

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

2.12 HEATING, VENTILATING, AND AIR CONDITIONING

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

<u>Design Criteria</u>	<u>Operating Criteria</u>
Winter: 76°F	Winter: 68°F
Summer: 72°F	Summer: 78°F

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

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

2.13 ELECTRICAL

- A. General Electrical Requirements:
 - 1. Lessor shall provide electrical engineering and installation of all transformers, main switchboard, subpanels, branch circuits, wiring devices, electrical switching, energy management systems, lighting, receptacles, and control equipment for HVAC systems.
 - 2. Service and metering equipment shall be in accordance with utility company requirements. Short circuit calculations shall be performed based on the available fault current from the utility system and contribution from the facilities motors.
 - 3. Where electrical service panels are installed to provide service to State premises, Lessor shall provide and install panels with a minimum of 20 percent more circuit capacity than the Lessor's calculated load total.
 - 4. The electrical panels serving the State's premises shall be accessible from the building core or from within the State's quarters. The location of the panels shall be coordinated and approved by the DGS prior to installation.
 - 5. All appliances and all energy-consuming devices shall be Energy Star® certified by the Environmental Protection Agency (EPA).
- B. Power Requirements:
 - 1. Duplex convenience outlets shall be 20A, 125V, 3 wire grounding type provided in quantities indicated on the Exhibit "A". Lessor shall provide a minimum of four convenience outlets in each private office.
 - 2. Electrical/data/telephone outlet heights:
 - a. Existing receptacles may remain at 12" A.F.F. New receptacles shall be installed at 15" A.F.F. or as noted on plans.

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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 black wire from outlet to panel breaker and individual white (neutral) wire from outlet to panel neutral bus. Green wire shall be run to building ground via an isolated ground panel bus. (Green wire may be ganged from outlets to isolated ground panel bus.)

C. General Lighting Requirements:

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

a. Minimum Lighting Levels:

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

5. Minimum requirements for new or replacement linear fluorescent lighting systems:
 - a. Minimum Color Rendering Index (CRI) of 75%
 - b. Option of common Color Temperature lamps (CCT) (3000° K through 4100°K)
 - c. Minimum power factor of 90%

**EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 2**

- d. Minimum system efficacy of 90 lumens per watt
 - e. High frequency electronic ballast
 - f. Maximum Total Harmonic Distortion (THD) of 20%
 - g. Minimum lamp life of 20,000 hours
6. Minimum requirements for compact fluorescent lighting systems:
- a. Minimum Color Rendering Index (CRI) of 75%
 - b. Option of common Color Temperature lamps (CCT) (2700° K through 4100°K)
 - c. Minimum power factor of 90%
 - d. Minimum system efficacy of 60 lumens per watt
 - e. Electronic ballast
 - f. Maximum Total Harmonic Distortion (THD) of 20%
 - g. Minimum lamp life of 10,000 hours
7. Where buildings have return air plenums, Lessor shall provide and install light fixtures with integrated return-air slots.
8. 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.
9. Where required, lighting panel switches including exterior lighting shall have a two schedule, programmable, 7-day with holiday setting, battery-backup time clock. Time clock operation shall have manual override with a two-hour bypass. Override shall be accessible to the tenant.
10. Where exterior illumination is required, lessor shall provide and install high intensity discharge (HID) lamps in full cutoff luminaries for accent light and outdoor building security lighting. All building entrances shall be illuminated.
- D. Communication Equipment Requirements:
- 1. Lessor shall provide and install all conduits and telephone service cabling from the building's main point of entry (MPOE) to the tenant agency's Telecommunication closet.
 - 2. Lessor shall furnish and install telephone terminal backboard. Backboard shall be 4' x 8' x ¾" thick, fire retardant plywood, and painted to match adjacent surfaces.
 - 3. Lessor shall furnish and install termination blocks, cable management hardware, and terminate and label all cables at both ends.
 - 4. Lessor shall provide and install all components as required by the telephone service provider's requirements.
 - 5. Unless otherwise noted, Lessor shall furnish and install a complete structured cabling system from the tenant agency's telecommunication closet to the final point of termination. Lessor shall provide all components such as, but not limited to, cabling, cable labels, cable trays, cable management hardware, patch panels, cross connects, patch cords, faceplate, jacks, and wall outlets, MSF workstation outlets, as necessary or required for a complete and operational system.
 - 6. Lessor shall provide and install all conduit and outlet boxes with pull-wire.

**EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 2**

7. The system shall be tested pursuant to and meet ANSI/TIA/EIA standards.
8. BICSI Certified cabling installers shall perform all work, and shall comply with all ANSI/TIA/EIA cabling standards.
9. The system shall comply with the requirements of the tenant agency's specifications.
10. The State shall not be required to remove any communication equipment and or cabling described herein either during the lease term or upon termination of this lease.

2.14 PARKING AND PAVING

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

END OF DIVISION 2

**EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 3**

DIVISION 3 - SPECIAL PROVISIONS

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

There are NO SPECIAL PROVISIONS for this Project.

END OF DIVISION 3

EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 4

DIVISION 4 - TECHNICAL REQUIREMENTS

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

There are NO TECHNICAL REQUIREMENTS for this Project.

END OF DIVISION 4

EXHIBIT 'C' – ADMINISTRATIVE REQUIREMENTS

PROJECT: Office Quarters PROJECT NO.: 133966
 AGENCY: Employment Development Department LEASE NO.: 1913-001
 LOCATION: 130 East Orgeta Street DATE: 12/13/13
 Santa Barbara, CA 93101

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PROJECT CONTACT: Mary Kuyper PHONE: 916.375.4115
 State Facilities Manager I FAX: 916.375.4085
 EMAIL: mary.kuyper@dgs.ca.gov

Confirmation Statement

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

Initials _____

DIVISION 1 – AUTHORITY AND POLICY REQUIREMENTS

1.00 GENERAL

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

1.01 STATE FIRE MARSHAL AUTHORITY

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

1.02 ACCESS COMPLIANCE AUTHORITY

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

DIVISION 1 – AUTHORITY AND POLICY REQUIREMENTS

ACCESS COMPLIANCE AUTHORITY - Continued

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

End of Authority and Policy Requirements

DIVISION 2 – STATE FIRE MARSHAL PROCEDURE

2.00 RESD LEASE EXHIBIT 'A'

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

2.01 CONSTRUCTION DRAWINGS

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

2.02 PLAN REVIEW AND APPROVAL

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

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

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

DIVISION 2 – STATE FIRE MARSHAL PROCEDURE

2.03 CONSTRUCTION INSPECTION

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

End of SFM Process

DIVISION 3 – CBC/ADA ACCESS COMPLIANCE PROCEDURE

3.00 GENERAL

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

3.01 FEE REQUIREMENT

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

3.02 DETERMINATION OF FACILITY GROUP

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

GROUP I:

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

GROUP II:

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

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

DIVISION 3 – CBC/ADA ACCESS COMPLIANCE PROCEDURE

3.03 GROUP I FACILITY PROCEDURE

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

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

End of Group I Procedure

DIVISION 3 – CBC/ADA ACCESS COMPLIANCE PROCEDURE

3.04 GROUP II FACILITY PROCEDURE

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

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

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

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

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

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

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

- E. DSA Plan Approval: Once approval has been granted by DSA, the Lessor is

DIVISION 3 – CBC/ADA ACCESS COMPLIANCE PROCEDURE

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

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

End of Group II Procedure

DIVISION 4 – REFERENCE FORMS

4.00 SFM PLAN REVIEW APPLICATION, FORM A

STATE OF CALIFORNIA - THE RESOURCES AGENCY

Edmund G. Brown Jr., Governor

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



PLAN REVIEW APPLICATION

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

Application Date: _____

State Department Project: Employment Development Department

Building Name: EDD Santa Barbara 133966

DGS Project # (DGS Only): 133966 Please check on of these boxes/do not leave blank Bill To: SRF ARF Agency

Project Address: _____

City: _____ Zip Code: _____ County: Santa Barbara

Scope of Project: _____

Estimated Contract Cost: _____

Bid Date: _____ Contract State Date: _____

Submitting Firm/Agency: _____

Address: _____

City: _____ Zip Code: _____ County: _____

Contact Person: _____

Telephone Number: () - _____ Email Address: _____

SFM USE ONLY – BELOW THIS LINE

Date Received: _____

Received By: _____

SFM FILE #: _____

Database ID #: _____

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DIVISION 4 – REFERENCE FORMS

4.01 SFM PLAN REVIEW APPROVAL, FORM B

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

STATE OF CALIFORNIA - THE RESOURCES AGENCY

Edmund G. Brown Jr., Governor

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



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

PLAN REVIEW APPROVAL

TO: _____ DATE: _____
_____ CSFM: _____

FACILITY NAME: _____
FACILITY ADDRESS: _____
PROJECT DESCRIPTION: _____

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

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

If you have any questions, please contact me at _____.

Deputy State Fire Marshal

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

RECORD #: _____
RECEIVED DATE: _____

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DIVISION 4 – REFERENCE FORMS

4.02 SFM PLAN REVIEW TRANSMITTAL, FORM C

STATE OF CALIFORNIA - THE RESOURCES AGENCY

Edmund G. Brown Jr., Governor

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



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

PLAN REVIEW TRANSMITTAL

TO: _____ DATE: _____

CSFM: _____

FACILITY NAME: _____

FACILITY ADDRESS: _____

PROJECT DESCRIPTION: _____

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

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

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

If you have any questions, please contact me at _____.

Deputy State Fire Marshal

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

RECORD #: _____
RECEIVED DATE: _____

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

DIVISION 4 – REFERENCE FORMS

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

STATE OF CALIFORNIA - THE RESOURCES AGENCY

Edmund G. Brown Jr., Governor

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



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

Fire Safety Correction Notice

File Number: _____

Name: _____

Address: _____

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

[Large empty rectangular box for listing fire safety deficiencies]

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

ISSUED BY (Deputy State Fire Marshal)

RECEIVED BY

DATE

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PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT WWW.CA.GOV

DIVISION 4 – REFERENCE FORMS

4.04 CBC/ADA ACCESS COMPLIANCE FEE CALCULATION
FORM E

RELPS Planner: Mary Kuyper Date: December 13, 2013

Agency: Employment Development Department

Address: 130 East Orgeta Street, Santa Barbara, CA 93101

Project Number: 133966

Project Name: EDD Santa Barbara 133966

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

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

Project Type	Project Size (net usable s.f.)		Project Value (PV)
<input type="checkbox"/> Existing Warehouse Buildings		\$20/sf	\$ -
<input checked="" type="checkbox"/> Existing Office Buildings	18,024	\$50/sf	\$ 901,200
<input type="checkbox"/> New Construction		\$150/sf	\$ -

GROUP I (Under \$5,000,000)	Project Value	Multiplier	Fee
PV X 0.2% of 1st \$500,000 =	\$ 500,000	0.002	\$ 1,000
Remainder of PV x 0.1% =	\$ 401,200	0.001	\$ 401
Remainder between 2M and 5M x .01%	\$ -	0.0001	\$ -
Calculated total =			\$ 1,401
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			\$ -

Total Lessor Fee Obligation:	\$ 200
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DIVISION 4 – REFERENCE FORMS

4.05 DVBE PROGRAM CERTIFICATION SHEET, FORM F

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE
PROGRAM CERTIFICATION SHEET

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

LEASE AMOUNT/DVBE CERTIFICATION

Lease Project No.: 133966

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

Lessor Name

Date

Lessor's Signature

Printed Name

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

DIVISION 4 – REFERENCE FORMS

4.06 VERIFIED REPORT, FORM G

State Leased Buildings and Facilities
Verified Report - Form G

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

RES D Project Info:	Agency: Employment Development Department	RES D Project # 133966
	Project Type (Scope of Work): EDD By-State Lease 65	Date: 12/17/2013
	RES D Planner: Mary Kuyper	Phone: 916.375.4115 Fax:

Facility Info:	Building Name	Hours of Operation:	
	Address: 130 East Orgeta Street	Suite	
	City: CA Santa Barbara	Zip: 93101	
	Lessor Contact	Phone	Fax

Contractor:	Company Name	License #	Phone
-------------	--------------	-----------	-------

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

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

*All items required to be 100% complete unless Hardship approved by DSA or Mitigation Plan outlined in lease.

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

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

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

Submit completed forms to location indicated below:

DGS/RES D Attn: Planner	Real Estate Services Division 707 Third Street, Suite 5-305 West Sacramento, CA 95605
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