



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C11

For the meeting of: June 5, 2018

Date: May 1, 2018

To: Board of Supervisors

From: Amy S. Nilsen, County Administrative Officer *[Signature]*

Subject: Lease Agreement with State of California for Space in Treasurer-Tax Collector, Revenue Recovery Office

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve and authorize the Board Chair to execute proposed lease, five copies attached, with the State of California for approximately 416 net useable square feet of office space located in the Treasurer-Tax Collector, Revenue Recovery office.
2. Return four fully executed leases to the County Administrative Office for Transmittal to the State of California, retaining one original with meeting records.

SOURCE OF FUNDING:

General Fund

Prepared by Christopher Shaver CAO Approval *[Signature]*

REVIEW: Auditor *[Signature]* County Counsel *[Signature]* Human Resources *[Signature]* Other _____

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Wilson* Seconded by Supervisor *Bass*

Ayes *Bass, Farnell, Sundberg, Bohn, Wilson*

Nays _____

Abstain _____

Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *6/5/18*

By: *[Signature]*

Kathy Hayes, Clerk of the Board

DISCUSSION:

The Treasurer-Tax Collector, Revenue Recovery has underutilized space located at 825 Fifth Street, Room 130 in Eureka. Approximately 416 square feet of this space is available to lease to the State of California for providing the Bureau of Cannabis Control (DCA), North Coast Inspection Section (CDPH), CalCannabis Cultivation Licensing (DFA), and Tax Collection (CDTFA) services to the public.

On December 18, 2017, the county responded to a request for proposal (RFP) issued by the State of California for office space that provided a public counter for the purpose of providing services for Cannabis related activities. In discussions with the Treasurer-Tax Collector, the available space was determined to provide a mutually beneficial business relationship that would not hinder county services currently being provided to the public.

Staff recommends that your Board approve and authorize the lease with the State of California, as the space is currently vacant and offers the ability for similar services to operate in conjunction with Revenue Recovery operations.

FINANCIAL IMPACT:

The County Administrative Office is seeking authorization to lease the current 416 square feet at Room 130 at 825 Fifth Street in Eureka at two-dollars and eighteen cents (\$2.18) per square foot for a total of nine-hundred eight and seventeen cents (\$908.17) per month from June 1, 2018 to April 30, 2022. The price per square foot was also calculated to include county provided janitorial and maintenance services.

Lease payments made by the State of California for the proposed space will positively affect the General Fund as a revenue source by \$45,408 for the term of the lease.

The item before you today supports your Boards' Strategic Framework for priorities for new initiatives by building inter-jurisdictional and regional cooperation, engaging new partners and by repurposing county property.

OTHER AGENCY INVOLVEMENT:

State of California
Treasurer-Tax Collector
Public Works

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could not approve the agreement with the State of California for underutilized office space; however, staff does not recommend this course of action, as it would not be an efficient use of vacant space.

ATTACHMENTS:

Attachment 1 – State of California Lease No. 6874-001

SHORT FORM LEASE

| |
|--|
| <u>LEASE COVERING PREMISES LOCATED AT</u> <u>825 5th Street, Room 130</u> <u>Eureka, CA 95501</u> |
| <u>LESSOR'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.</u> <u>N/A</u> |
| <u>TENANT AGENCY</u> <u>CDTFA</u> <u>DCA, Bureau of Cannabis Control</u> |

Lease File No.: 6874-001
Project No.: 2827

THIS LEASE, made and entered into this 14th day of February 2018 by and between
EUREKA
COUNTY OF HUMBOLDT

hereinafter called Lessor, and the State of California, by and through its duly appointed, qualified and acting Director of the Department of General Services, hereinafter called State.

The parties hereto mutually agree as follows:

WITNESSETH:

1. Lessor hereby leases unto State and State hereby hires from Lessor those certain premises situated in the City of Eureka, County of Humboldt, State of California, and more particularly described as follows:

Approximatley 416 net useable square feet of office space located on the first floor as outlined in red on the attached Exhibit "A" plan.

2. The term of this lease shall commence on May 1, 2018, and shall end on April 30, 2022, with such rights of termination as may be hereinafter expressly set forth.

3. State may terminate this lease any time effective on or after April 30, 2020 by giving written notice to the other party Lessor at least sixty (60) days prior to the date when such termination shall become effective.

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

NINE HUNDRED EIGHT AND 17/100 DOLLARS
(\$908.17) from May 1, 2018, through April 30, 2022, and thereafter.

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

To the Lessor at County of Humboldt Phone: (707) 445-7266
Email: cao@co.humboldt.ca.us

and to State at Department of General Services Phone: (916) 375-4171

Real Estate Services Division Fax: (916) 375-4173
Lease Management Unit A 6874-001
707 Third Street, 5th Floor
West Sacramento, CA 95605

Rental warrants shall be made payable to: County of Humboldt

and mailed to: 825 5th Street, Rm 112
Eureka, CA 95501

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

6. Lessor agrees that, prior to May 1, 2018, the leased premises will be made ready for State's occupancy in full compliance with Exhibit "A", consisting of one (1) sheet titled, "Office Quarters, Project No. 2827" dated March 14, 2018, and in accordance with Exhibit "B", consisting of ten (10) pages, titled "Short Form Specifications, Project No. 2827" dated March 14, 2018, and in accordance with Exhibit "C", consisting of eight (8) pages titled, "Short Form Administrative Requirements", Project No. 2827 dated February 15, 2018, which Exhibits "A", "B" and "C" are by this reference incorporated herein.

7. Lessor shall furnish to State, during the lease term, at Lessor's sole cost, the following services and utilities:

A. Janitorial services, including but not limited to, regular cleaning of office areas and restrooms, toilet supplies and waste disposal.

B. All utilities except telephone.

~~C.~~

8. During the lease term, Lessor shall maintain the leased premises together with appurtenances, rights, privileges, and easements belonging or appertaining thereto, in good repair and tenable condition, except in case of damage arising from the negligence of State's agents, invitees or employees.

9. Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make any necessary repairs to the premises. Except in emergency situations, the Lessor shall give not less than forty-eight (48) hour prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space which may result in employee health concerns in the work environment.

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

11. In the event the leased premises or any essential part thereof shall be destroyed by fire or other casualty, this lease, shall, in the case of total destruction of the leased premises, immediately terminate. In case of partial destruction or damage State may elect to terminate by giving written notice setting forth the date of termination to the Lessor within fifteen (15) days after such fire or casualty, and no rent shall accrue or be payable to the Lessor after such termination. In the event of any such destruction where the State remains in possession of said premises, whether for the remainder of the term or temporarily pending termination, the rental as herein provided shall be reduced by the ratio of the floor space State is precluded from occupying to the total floor space of the leased premises.

12. Rental payable hereunder for any period of time less than that for which periodic rental is payable shall be determined by prorating the rental due for the applicable period of occupancy.

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

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

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

15. In the event the State remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

16. Lessor hereby warrants and guarantees that the space leased to the State will be operated and maintained free of hazard from Asbestos Containing Constructions Materials.

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

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

- have not undergone an inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the premises, the Lessor may not prohibit the tenant from obtaining a CASp inspection of the premises for occupancy by the tenant, if requested by the tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.
- have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of the current disability access inspection certificate and any inspection report to the State within seven days of the date of execution of the lease pursuant to subdivision (b).
- 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 §55.53 et seq. Lessor shall provide a copy of any inspection report to the State prior to the execution of the Lease. If the report is not provided to the State at least 48 hours prior to

execution of the lease, the State shall have the right to rescind the lease, based upon the information contained in the report, for 72 hours after execution of the lease.

-19. Lessor understands and agrees to the following:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Victim Compensation and government Claims Board, P.O. Box 3035, Sacramento, CA 95812-3035. (Gov. Code Section 900, et seq.) Internet link www.vcgcb.ca.gov.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by State employees for official business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, PO Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicles liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Victim Compensation and Government Claims Board (Gov. Code section 900, et. seq.)

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by Labor Code.

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

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

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

STATE OF CALIFORNIA

Approval Recommended

DEPARTMENT OF GENERAL SERVICES
DIVISION
ASSET MANAGEMENT BRANCH

METABIM, INC. REAL ESTATE SERVICES

By _____
Name: _____
Title: _____
Date: _____
By _____
DANIELLE HAND, Real Estate Officer
Real Estate Leasing and Planning Section

CB:RP

Approved

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By _____
CHRIS BOOK, Leasing Manager
Real Estate Leasing and Planning Section

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF HUMBOLT

By: Ryan Sunberg
RYAN SUNBERG
Chairman
Humbolt County Board of Supervisors

Date: 6/5/18

INSURANCE AND INDEMNIFICATION
REQUIREMENTS APPROVED:

By: K. Long
RISK MANAGEMENT

Date: _____

EXHIBIT 'B' SHORT FORM SPECIFICATIONS

| | | | |
|-----------|---|--------------|------------|
| PROJECT: | ONE-STOP-SHOP | PROJECT NO.: | 2827 |
| AGENCY: | Calif. Dept. of Tax and Fee Admin./ DCA-Bureau of Cannabis Control | LEASE NO.: | 6874-001 |
| LOCATION: | 825 5 TH Street Eureka, CA | DATE: | 03/14/2018 |

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PROJECT CONTACT: RHEINA LOPEZ
State Facilities Manager I
EMAIL: Rheina.lopez@dgs.ca.gov

PHONE: 916.375.4046
FAX:

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 – SHORT FORM SPECIFICATIONS
DIVISION 1**

DIVISION 1 - GENERAL REQUIREMENTS

1.1 GENERAL INFORMATION

- A. Refer to Division 2 of this specification for Special Provisions, which may amend and or supersede Division 1 requirements.
- 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. 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.

1.2 CONSTRUCTION AND CODE CRITERIA

- 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.
- B. Fire Extinguishers: Lessor shall provide and install fire extinguishers including annual servicing. 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 fire extinguishers throughout the term of the lease.
- C. 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.

**EXHIBIT B – SHORT FORM SPECIFICATIONS
DIVISION 1**

DIVISION 1 - GENERAL REQUIREMENTS

1.1 GENERAL INFORMATION

- A. Refer to Division 2 of this specification for Special Provisions, which may amend and or supersede Division 1 requirements.
- 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. 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.

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- C. 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.

**EXHIBIT B – SHORT FORM SPECIFICATIONS
DIVISION 1**

- D. 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.
- E. 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
 - i. Precast, prestressed, or post-tensioned structural or architectural elements, except piles
 - ii. 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
 - iii. Apparent additions, alterations, or repairs to the structural system made without a building permit
 - iv. 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
 - v. Soft or weak story, including wood frame structures with cripple walls, or if construction is over first-story parking
 - vi. Seismic retrofit of the building, whether voluntary or mandated, whether partial or complete
 - vii. Repairs following an earthquake
 - viii. 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 FEMA 352 indicate an investigation of beam-column connections is warranted
 - ix. 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.
- F. Premises 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 19 CCR, Public Safety, State Fire Marshal Regulations
- In the event 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.

**EXHIBIT B – SHORT FORM SPECIFICATIONS
DIVISION 1**

- G. 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.

1.3 PROJECT COMPLETION

- A. 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

1.4 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.

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,

**EXHIBIT B – SHORT FORM SPECIFICATIONS
DIVISION 1**

directly or indirectly, the presence of hazardous materials within the State-leased space or the building in which the leased premises are located.

**EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 2**

DIVISION 2 – SPECIAL PROVISIONS

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

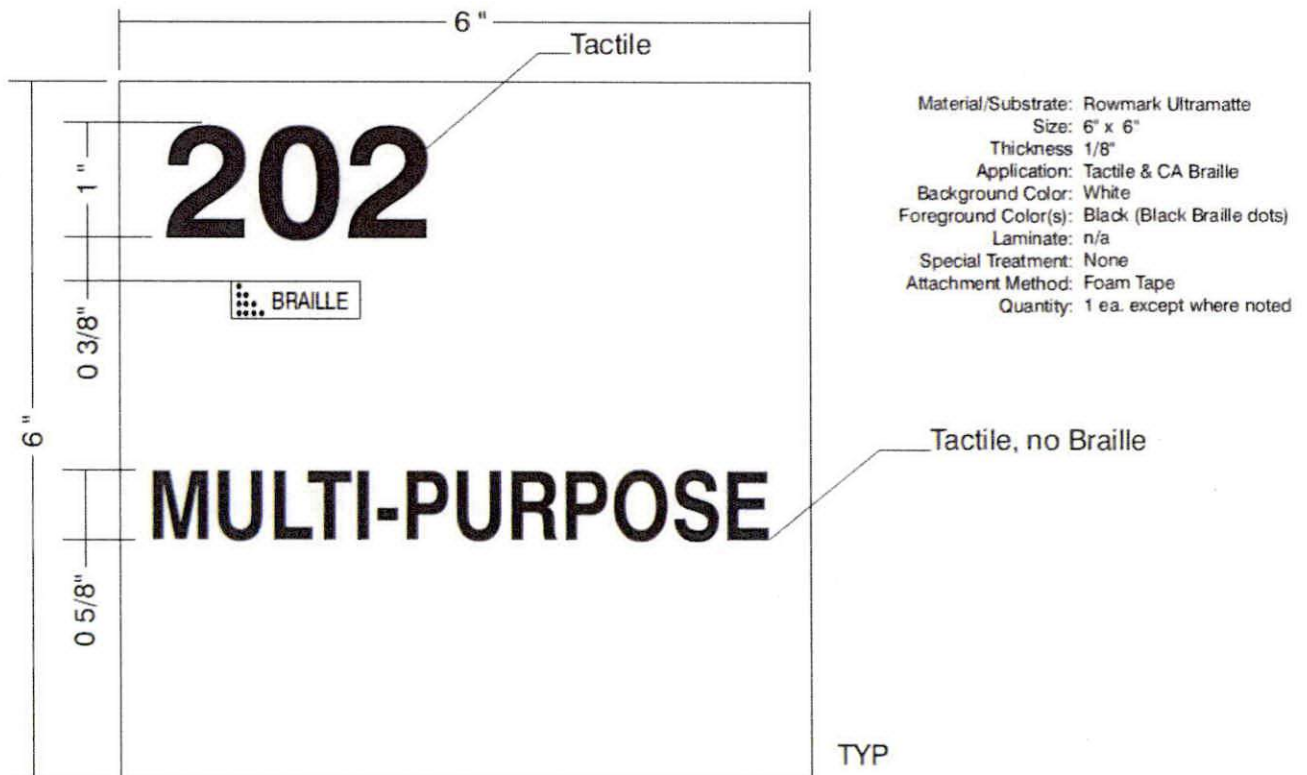
2.1 BUILDING SPECIALTIES

A. Signage

Lessor and Lessor's Project Architect shall provide drafted signage plans and notes to scale with finishes/materials noted within final issued construction documents. The Contractor/Signage Vender shall provide Signage Submittal (Shop Drawings) to DGS Planner for review and approval prior to ordering. This requirement applies to all signage; both code required and non-code required as in directional, informative or decorative.

1. All room signage to include Room Number. Private Office to have clear faced acrylic faced slot to hold printed paper insert with occupant name/information. Conference, Meeting, Quiet, Multi-purpose and Lactation rooms to have sliding device to indicate; "Vacant" and "Occupied" room status, Schlage; # B571(or equal). See figure B.1.

Figure 3.3.A.1 Sample Room Sign (Not for Construction). Contractor to provide signage submittal before ordering and fabrication:



2. State of California Identification:

At common areas, match font type with equivalent building standard.
See Figure 3.3.A.2.

**EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 2**

2.2 EQUIPMENT AND FURNITURE

- 1) Electrical Floor Data and Power Boxes: Provide and install per plan: Legrand, Evolution Series, 6" Dia., "Poke-Thru" 2 1/2 gangs, provides for communication, A/V, data, voice and electric power, connection types required per final specification may include USB, VGA, HDMI, 3.5 mm stereo audio, RJ45, XLR 3 Pole type; fully recessed, flush mount, floor boxes with recessed floor box cover plates (Model#: 6AT series or equal). Final model and interior connective components shall be determined by Project Architect, Electric Engineer, and / or Audio Video Consultant with approval of DGS Planner. Unit must meet ADA current criteria for floor and ground surface levels. Device cover plate finish color to be selected by DGS Planner from manufacturer's standard offering. Contractor shall field verify concrete floor slab thickness and existing constructive condition prior to demolition and installation, i.e. "core drill" of floor deck.
- 2) Install 48" Diagonal Security LCD monitor in Open Work Area per Exhibit A for agency to view all security camera images of the office areas simultaneously. All monitors shall be equipped with adjustable tilt / angle, ceiling / wall-mounting hardware with all power and cabling to be concealed within wall with connections behind monitor unit. Installation locations shall be verified during Design Development Phase. Provide and install power and network connections per Exhibit A.

2.3 SECURITY SYSTEMS SPECIFICATIONS FOR CONCEPTUAL CASH ACCEPTANCE FACILITY

A. Surveillance System Installation

| Surveillance System Equipment List | | | | |
|------------------------------------|------------------------|---|---|------|
| Item | Substitution Allowed * | Product Description | Part Number | Qty. |
| Network Video Recorder (NVR) | No | ExacqVision Win7 NVR Server ** | IP04-04T-R2A with Upgrade Option 5000-40374 | 1 |
| Camera Licenses | No | ExacqVision Camera Licenses | EVIP-01 | TBD |
| Indoor Fixed Dome IP Camera | No | AxiS 1080p Camera WDF indoor with light-finder | 1080p LFWDR Indoor | TBD |
| KVM Console; Rack Mount | No | Tripplite 8-port VGA KVM Console with 19" LCD monitor / keyboard / touchpad | B040-008-19 | 1 |
| KVM Cable | No | Tripp-Lite 6 Foot KVM cable | P780-006 | 1 |
| Smart-UPS; Rack Mount | No | APC Smart-UPS X 1500VA Rack/Tower LCD 120V with Network Card | 1 | 1 |
| Battery for UPS | No | APC Battery – Extended Run Options | SMX48RMBP2U | 1 |
| Power Distribution Unit | No | APC Rack PDU; Switched; 1U; 15A 100/120V | AP7900 | 1 |

1. Contractor must have previous experience installing and configuring all of the equipment listed above.

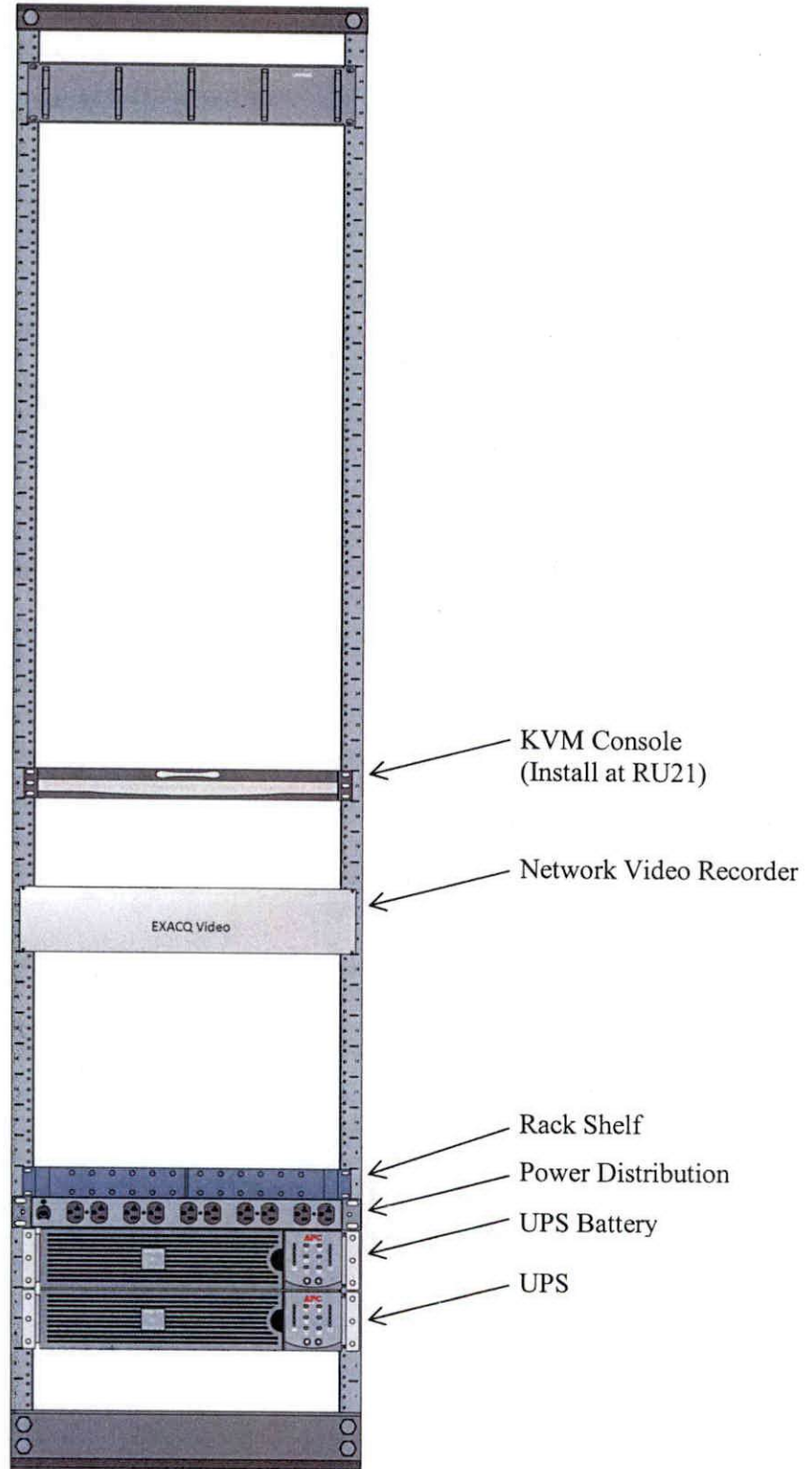
**EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 2**

2. Contractor to provide and install all rack mount equipment in the Security Rack located in the secured voice/data closet as directed by AGENCY. See Figure 3.4.B.3. Physical Security Rack detail.
3. Contractor shall ship the Network Video Recorder (NVR) and personal computer to Agency Physical Security Branch at Sacramento Headquarters a minimum of 6 weeks prior to scheduled project completion date. (See Surveillance System Equipment List above.)
4. Agency will configure the NVR and return to contractor for installation.
5. Contractor shall provide, install, configure and test IP cameras at locations identified by CDTFA Physical Security Branch.
6. Contractor shall leave a ten (10) foot service loop of wire at each camera location.
7. AGENCY shall provide the Contractor with an IP address for each IP camera.
8. Contractor shall program each camera with appropriate IP address.
9. For each camera location, Contractor shall provide AGENCY with the camera MAC address prior to installation.
10. The ExacqVision NVR is shipped from the factory with four (4) IP camera licenses. If the project involves more than four (4) IP cameras, Contractor shall provide and install licenses for all additional cameras.
11. Agency shall provide contractor with switch port assignment for each camera.
12. Contractor shall connect each camera to its assigned port on the Agency network switch.
Note: Contractor SHALL NOT connect IP cameras to the AGENCY network switch(es) until instructed to do so by the AGENCY Physical Security Branch.
13. Contractor shall ensure each camera is configured properly to include focus, exposure and view angle.
14. Following completion of the surveillance system, Contractor shall contact the Agency Physical Security Branch to verify camera angles are acceptable and make changes as necessary.
15. Contractor shall configure the network video recorder (NVR) to record on motion only and shall test the NVR to ensure video from all cameras is captured and saved.

EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 2

SECURITY SYSTEMS SPECIFICATIONS (Continued)

Figure 3.4.B.3 Physical Security Rack



**EXHIBIT B – SHORT FORM SPECIFICATIONS
DIVISION 2**

B. Intrusion Detection System Installation

| Intrusion Detection System Equipment List | | | | |
|--|-------------------------------|----------------------------|--------------------|-------------|
| Item | Substitution Allowed * | Product Description | Part Number | Qty. |
| Door contact | N/A | Interlogix ¾" Door Contact | 1076D-N | 1 |
| Door Management Alarm | No | Dsi-Design Security, Inc. | ES4200-K4-T1 | 1 |

1. **Door Management Alarm** – Contractor shall install, terminate and test door management alarm at location designated by CDTFA.
2. **Door Contact** – Contractor shall provide, install, terminate and test door contact with Door Management Alarm.

END OF DIVISION 2

EXHIBIT 'C' – SHORT FORM ADMINISTRATIVE REQUIREMENTS

PROJECT: Office Quarters PROJECT NO.: 2827
 AGENCY: Calif. Dept. of Tax and Fee Admin./ DCA-Bureau of Cannabis Control LEASE NO.: 6874-001
 LOCATION: 825 5th Street DATE: 03/14/2018
 Eureka, CA

| TITLE | PAGE |
|---|------|
| <u>DIVISION 1 AUTHORITY AND POLICY REQUIREMENTS</u> | |
| 1.00 GENERAL - AUTHORITY & POLICIES REQUIREMENTS OF LEASED FACILITIES | 2 |
| 1.01 STATE FIRE MARSHAL AUTHORITY | 2 |
| <u>DIVISION 2 STATE FIRE MARSHAL PROCEDURE</u> | |
| 2.00 RESD LEASE EXHIBIT A | 3 |
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| 3.00 SFM PLAN REVIEW APPLICATION - FORM A | 5 |
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PROJECT CONTACT: RHEINA LOPEZ PHONE: 916.375.4046
 State Facilities Manager I FAX:
 EMAIL: Rheina.Lopez@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

707 3rd Street, 5th Floor | West Sacramento, CA 95605 | t 916.375.4099

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 3 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**. The **Division of the State Architect (DSA)** is charged with the responsibility of ensuring compliance with the above standards. The DSA has delegated a component of the access compliance responsibility to RESD for leased facilities. The process to review this project will be performed by RESD, and an administrative fee will be charged for this service. 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).

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.

DIVISION 2 – REFERENCE FORMS

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 documents to the SFM for plan review and approval **prior to construction**. Lessor's architect shall use the Sample SFM Plan submittal checklist Triage List (Form B) in development of construction documents. **All** specific technical elements of the construction such as fire alarm and smoke detection systems, fire sprinklers, construction details of fire assemblies, etc. shall be included with the construction documents. For projects with no alterations, the Lessor is not required to submit construction documents to the SFM.
- B. The RESD space planner will provide a username and password to be used to access the SFM GOVmotus website. No other party shall set up the username and password other than the RESD Space Planner. The SFM GOVmotus website must be used for all plan review submittals, plan check responses and inspection requests throughout the course of the project, all future alterations during the term of the lease will require a new/separate username and password.
- C. The RESD space planner will fill out the State information on the website Permit Application. The Lessor's architect shall complete the Permit application form and plan submittal checklist online. The Lessor's architect shall also submit hardcopies of all permit documents either by mail or in person to the SFM's office in Sacramento. There is no fee for the Lessor associated with the SFM review process. Other pertinent information can be found on the SFM web site at: <https://calfire.govmotus.org>

DIVISION 2 – REFERENCE FORMS

- D. **A copy of the Permit Application form** and all submittals shall be sent to:

Office of State Fire Marshal, Fire and Life Safety
1131 S Street
Sacramento, California, 95814
Contact telephone: (916) 445-8550.

This form must be filled out completely, including all Applicant and Building Contractor information. Plan review time is typically 6 to 8 weeks, 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.

- E. The construction documents will be returned to the address shown under Applicant Information, on the Permit Application and will be accompanied by either a **SFM Plan Review Approval** or a **SFM Plan Review Transmittal** with a list of deficiencies. Upon completion of plan review, the Lessor/architect shall provide a copy of the SFM Plan Review Approval letter to the RESD Space Planner.

2.03 CONSTRUCTION INSPECTION

- A. The regional SFM office will inspect and approve the construction in the State leased building. There are two fire life safety regions; North and South. The final SFM approved construction documents will include all inspection contact information and will be emailed via the GOVMOTUS website to the Lessor. To request a SFM inspection for your site; provide a minimum of 24 to 48 hour notice prior to the inspection date. The inspections must be requested on the GOVMOTUS website. The Lessor, architect, or contractor shall be responsible for logging into the GOVMOTUS website and requesting inspections.
- B. After completion of each successive SFM construction inspection, any deficiencies shall be recorded on the **SFM Fire Safety Correction Notice** by the SFM assigned Deputy and emailed to the Lessor by the SFM. A copy of the inspection notice will be immediately available on the GOVMOTUS website. This form is to be signed by a Lessor's representative on site. Final approval by the Deputy SFM is recorded on this document and a **SFM Certificate of Occupancy** is then issued. The Lessor or Lessors contractor shall send a copy to the RESD Space Planner.

End of SFM Process

DIVISION 3 – REFERENCE FORMS

Form A – Not Used

FORM B



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
 OFFICE OF THE STATE FIRE MARSHAL
 Fire and Life Safety Division (916) 445-8550 Website: www.osfm.fire.ca.gov

Provide the information indicated on your plans and re-submit to obtain a complete plan review. The items outlined below are not all encompassing and re-submittal is NOT considered a back check. Thank you.

Data Base # _____

CSFM File # _____

- Completed plan review application available at <http://osfm.fire.ca.gov/firelifesafety/pdf/PlanReviewAppl.pdf>
- All plan sheets are present and represented on the sheet index
- All sheets have been "wet" stamped and signed
- California State Fire Marshal's File Number has been added to the Title sheet.

Please add File #: _____

- Scope of work
- Site Map with compass indicating North
- Key Plan where applicable indicating North
- List of deferred submittals

Fire Alarm

Automatic Suppression System

- Local Fire Authority Access Approval Letter
- Applicable code listings and standards for project (Must list current code cycle edition)

- Title 19, CCR, Public Safety, SFM Regulations
 - 2013 CA Administrative Code Title 24, Pt 1
 - 2013 CA Building Code (CBC) Title 24, Pt 2
 - 2013 CA Electrical Code (CEC) Title 24, Pt 3
 - 2013 CA Mechanical Code (CMC) Title 24, Pt 4
 - 2013 CA Plumbing Code (CPC) Title 24, Pt 5
 - 2013 CA Energy Code CCR Title 24, Pt 6
 - 2013 CA Fire Code (CFC) CCR Title 24, Pt 9
 - 2013 CA Green Building Standards Title 24, Pt 11
 - 2013 CA Referenced Standards Title 24, Pt 12

(Partial list of standards commonly used, for complete list and year of edition adopted see 2013 CBC chapter 35 and/or 2013 CFC chapter 45)

- 2013 NFPA 13, Sprinkler Systems (CA amended)
- 2013 NFPA 14, Standpipe & Hose (CA amended)
- 2013 NFPA 20, Pumps for Fire Protection
- 2013 NFPA 24, Fire Service Mains (CA amended)
- 2013 NFPA 72, Fire Alarm Code (CA amended)

Please visit the Office of the State Fire Marshal
 Fire and Life Safety Division
 Plan Review Webpage at
http://osfm.fire.ca.gov/firelifesafety/firelifesafety_plan_review
 for additional information and forms to aid in the
 success of you project

- Complete Building Analysis (include all the following)
 1. Occupancy classification and use
 2. Building construction type
 3. Number of stories
 4. Actual building height
 5. Building area in Square Feet
 6. Area of project in Square Feet (i.e. T-I)
 7. Separated or Non-separated Use
 8. Allowable area per (CBC)
 9. Area increase
 10. Height increase
 11. Fire Sprinklers (Y or N)
Type: (Wet, Dry, Pre-action or Deluge)
 12. Fire Alarm (Y or N)
Type: (Manual, Automatic, etc.)
 13. Other Fire Protection System, if any (Y or N)
 14. Smoke Control System (Y or N)
 15. Occupant load for entire building and each floor
 16. Year building was constructed
 17. In a High Fire Hazard Severity Zone? (Y or N)
 18. Seismic Joints (Y or N) if yes, provide location
 19. Emergency Responder Radio Coverage (Y or N)

DIVISION 3 – REFERENCE FORMS

- Drawings are to scale (1/8" applicable for fire alarm)
- Drawings with compass indicating North
- Floor Plans to identify use and provide room number
- Exiting plan to identify egress path of travel to a public right of way

(Indicate occupancy on floor plans, as well as cumulative loads at lobbies and stair ways from all floors)

- Fire Alarm Plans shall list submittal documentation per 2013 NFPA 72
- Sprinkler System Plans shall be submitted per 2013 NFPA 13 requirements. Provide flow calculations
- Other:

**DIVISION 3 – REFERENCE FORMS
FORM E**

3.02 CBC/ADA ACCESS COMPLIANCE FEE CALCULATION

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

RELPS Planner: _____ Date: _____

Agency: _____

Project Number: _____

Project Name: _____

Address: _____

| Project Type | Project Size (net usable s.f.) | | Project Value (PV) |
|---|--------------------------------------|---------|-----------------------|
| <input type="checkbox"/> Existing Warehouse Buildings | | \$20/sf | \$ - |
| <input type="checkbox"/> Existing Office Buildings | | \$50/sf | \$ - |

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

| | |
|-----------|------|
| Total Fee | \$ - |
|-----------|------|

| |
|--|
| Total Lessor Fee Obligation: \$ - |
|--|

DIVISION 3 – REFERENCE FORMS

FORM F

3.03 DVBE PROGRAM CERTIFICATION SHEET

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.: _____

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.