

ORIGINAL

REQUEST FOR PROPOSALS (RFP)

LEASED OFFICE SPACE

COUNTY OF HUMBOLDT

Department of Health and Human Services

PURPOSE

The purpose of this package is to provide potential proposers with the information and materials necessary to prepare a proposal to meet the County's need for leased office space.

CONTENTS

This package includes:

- Attachment 1: General Information (3 Pages)
- Attachment 2: Instructions for Proposers (5 Pages)
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- Attachment 5: Substitution Request Form (1 Page)
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- Attachment 7: Sample Lease (25 Pages)
 - Sample Lease Exhibit A (1 Page)
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 - Sample Lease Exhibit I (2 Pages)

Please note the number of pages for each attachment. Make sure you have the entire RFP before making your proposal.

ATTACHMENT #1

GENERAL INFORMATION

The County of Humboldt has a requirement for an office building for the Department of Health and Human Services in the McKinleyville area. The desired occupancy date is November 1, 2017.

Under the direction of the Board of Supervisors, the County is issuing this "Request for Proposal" to solicit proposals for the lease of approximately 13,000 square foot, not including restrooms, build-to-suit building or a modified-existing building to house various programs of the Department of Health and Human Services. This building will serve as a one-stop access for Public Health, Mental Health, Social Services and other community services. The County will enter into a lease agreement for the lease space for a period of ten (10) years with the renewal option of two five-year terms. Although this is not a requirement, room for expansion is desirable. The proposed facility must be located within the area described and shown on the map and attachment #3.

General specifications for the building are attached. The square footage requirement is estimated at approximately 13,000 square feet, not including restrooms. The actual square footage will vary depending on the floor plan layout for the various facilities under consideration. The Department of Health and Human Services is especially computer and telecommunications oriented. Please note power and wiring requirements. The number of parking spaces must follow code.

The proposer shall prepare a package of services specifying how the building will be financed, built or modified and leased to the County. The successful proposer will be expected to: provide a project location within the boundaries shown on the project location map; provide a licensed architect and complete plans for development or modification; obtain all zoning, building or other applicable government approvals for development and/or modification of the building; construct improvements; enter into a lease agreement with the County of Humboldt; and maintain the facility. The County will review all proposals and rate them according to the criteria listed in this document. It is important that all areas of the RFP are responded to so that each proposal receives equal review by the rating committee.

It is the County's intent that the contractual relationship between the proposer and the County shall be substantially as set forth in the sample lease agreement attached. In developing the proposal, the proposer should carefully review the agreement to take into consideration the rights, obligations, and costs associated with entering into the sample lease. Any substantial change in the agreement which the proposer desires must be specified in the proposal.

This is not a solicitation of bids. The County does reserve the right, for any reason, to accept or reject any one or more proposals, to negotiate the terms and specifications for the facility, to

modify any part of the RFP, or to issue a new RFP. The County assumes no responsibility or liability for the accuracy of any information set forth in maps, reports, or other documents/materials provided for the proposers' use in developing their proposal. The proposer assumes all liability in the use of such information in developing their proposal. The County of Humboldt assumes no responsibility or liability for costs incurred by the proposer in the preparation of a proposal and response to this RFP. Materials submitted in connection with this RFP are for the exclusive use of the County of Humboldt. All proposals will become the property of the County and will not be subject to return. All information contained therein shall be subject to public disclosure under California Public Records Act. Except as provided below, submission of the proposal shall be deemed to be a waiver of any exemption or exception to disclosure which the proposer may otherwise have.

The proposer is responsible for making all necessary investigations and examinations of the documents affecting performance. Failure to do so will not act to relieve any condition of the sample agreement or the documents. It is mutually agreed that the submission of a proposal shall be considered conclusive evidence that the proposer has made such investigations and examinations.

Any reasonable inquiry to determine the responsibility of the proposer may be conducted by the County. The submission of a proposal shall constitute permission by the proposer for the County to verify all information contained within that proposal. If the County deems it necessary, additional information may be requested from the proposer. Failure to comply with any request may disqualify proposer from further consideration. Such additional information may include evidence of financial ability to perform; for example, tax returns, bank statements, etc.

All proposals and materials submitted in response to this RFP shall become the property of the County and are subject to disclosure under the Public Records Act, California Government Code Sections 6250 *et seq.*

This RFP and all responses are considered public information, except for specifically identified trade secrets, which will be handled according to applicable state laws and regulations. Any portion of the Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters. Specifically identified proprietary information will not be released, if the Proposer agrees to indemnify and defend the County in any action brought to disclose such information. By submitting such information, the Proposer agrees that the County's failure to contact Proposer prior to the release of such proprietary information will not be a basis for liability by County or any employee thereof.

The County, its agents, officers, volunteers, and employees, shall not be liable for any claims, liabilities, penalties, fines, or for damages to any goods, properties, or effects of any person, including claims by reason of alleged defects in the plans and specifications, caused by or

resulting from any acts, errors or omissions of the proposer or the proposer's agents, employees, or representatives.

In determining and evaluating the most acceptable lease proposal, the rental rate will not necessarily be the controlling factor. Such factors as site location, building suitability, conformance to desired layout, proposer's experience and performance, along with factors deemed relevant by the County, will also be considered. THE COUNTY OF HUMBOLDT SHALL BE THE SOLE JUDGE IN THE DETERMINATION OF THESE MATTERS.

The successful proposer shall have the following responsibilities:

1. Coordination: Coordinate all aspects of this project to its successful conclusion;
2. Project Management: Provide or assign an individual who will act as the Project Manager to oversee all aspects of the work and be the main contact for the County;
3. Scheduling: Provide a schedule that responds to the activities of the project with key dates and move-in;
4. Design Services: Employ the services of an Architect to prepare plans and specifications for County approval prior to any tenant improvements or new construction;
5. Financing: Show cost analysis of a long-term facility lease to 10 years;
6. Tenant Improvements: Provide, at a minimum, all tenant improvements to the requirements specified in Attachment #4, Outline User Program Requirements and Scope of Work Specifications;
7. Construction: Provide all labor and materials to construct improvements or new office spaces for the Department of Health and Human Services. Construction must be done in compliance with the Uniform Public Construction Cost Accounting Act, Public Contract Code 22000 et seq.

The County will provide a contact person for this project who will respond directly to the successful proposer's inquiries and who will also coordinate with the proposer's project manager. The successful proposer will periodically report to the Humboldt County Department of Public Works and the Board of Supervisors on the progress of the project.

LOCATION MAP AND SITE PLAN

A location map and a site plan must be included in each proposal.

Show your proposal's location on the search area map (Attachment #3). You may also include another map of your choosing which better shows your location.

Show the location of the building on a site plan. Show parcel size. If you are proposing an existing shell, you will also be required to provide a floor plan showing how that shell can be utilized to meet our requirements.

ATTACHMENT #2

INSTRUCTIONS FOR PROPOSERS

A. PROPOSALS DEEMED RESPONSIVE TO THIS RFP:

This Attachment describes, in detail, the contents of the Proposal requested by the County. A proposer's response to the RFP must be made according to the specifications set forth in this Attachment, both for content and sequence.

Any proposal failing to comply with said specifications and therefore deemed to be non-responsive may be rejected by the County. A proposer can remedy a non-responsive status if sufficient evidence can be presented citing extenuating circumstances.

Proposers must present evidence, satisfactory to the County, indicative of their ability to design, construct, finance, operate and maintain the specified facilities. Proposers must include the following information in sequence.

B. THE FOLLOWING IS A LIST OF ITEMS THAT MUST ACCOMPANY THE PROPOSAL:

1. *Title Page:* Provide a title page or cover page specifying the following:

Project Name: Proposal to Develop Office Space for the Humboldt County Department of Health and Human Services.

Submitted by: Name of proposer exactly as it will appear on the agreement.

Date: Date Due

2. Letter of Introduction: This letter should clearly identify the firm's contact person with respect to this project, the person's title in the organization, and the telephone number and address at which that person can be reached.
3. Table of Contents: Include a Table of Contents for the proposal.
4. Description of the proposed site and building: A complete description of the site and building including the location; the proximity, in terms of time and distance, to major arterial streets, highways, and public transportation; the building type (design); the site (zoning, lot size, configuration, setbacks, expansion space available if any, aesthetic considerations, features of the property, and any other details of the site that have not been addressed); and the parking (number, location, lighting, security). Proposers who are submitting existing buildings for consideration should include how the building will be modified to meet the general specifications.
5. Expansion Plans: A description of any expansion space (extra-floors, office space, etc.) within the proposed building that would be included in Exhibit D to the Lease. If there is

no expansion space within the proposed building, describe the steps that would need to be taken to add expansion space at some later time.

6. Description of Proposer: A description of the proposer and its capabilities. If this is a joint venture, include descriptions of those firms or individuals that make up the joint venture.
7. Description of Qualifications: A list of all work similar to this project undertaken by the proposer and/or any joint venturing firms within the last five (5) years.
8. Assignments: Detail on the staff who will be assigned to the project and qualifications of all the assigned staff members.
9. Other Resources: If the firm will be employing or otherwise using resources outside the firm, identify those resources and supply details pertaining to their level of experience.
10. Schedule: This section must include a proposed timetable for meeting the County's needs. Identify any contingencies that could possibly delay or prevent completion of project.
11. Cost Proposal: In this section, list a detailed summary of proposed costs, including a detailed listing of tenant improvement costs, and final lease cost per month for the term of the lease. Provide lease terms and any limited or conditional factors affecting the development of the property. Include the cost per square foot for a turn-key full service lease, amount of annual adjustment requested, if any, and consumer price index to be used, if any, basic terms (10 years), option to extend for two 5 year period(s) and proof of ability to finance the project. The cost per square foot figure must include a breakdown of operating expenses, including janitorial services as stated in Lease Exhibit H, and landlord improvements. **The cost per square foot amount you provide should be your lowest and best offer.**
12. References: A list of the last three projects completed. Include names and telephone numbers of the project coordinators for those projects.
13. Business Structure of Proposer: Organizational structure of proposer and property owner/lessor, e.g. a sole proprietorship; partnership, corporation, joint venture.
14. Financing: Proposed method of financing the development or modifications.
15. Ownership: Provide proof of ownership of the site or other documentation showing proposer's control of the proposed site sufficient to enter into the contemplated lease with the County.

16. Insurance: Provide sample insurance certificates that satisfy the insurance requirements of the Sample Lease as specified in **Article 9, Insurance and Indemnity**.
17. Signature of the Proposer: The proposal must be made by the proposer or by an agent bearing notarized authorization or power of attorney signed by the proposer authorizing the agent to act in the proposer's behalf.

If the proposal is made by an individual, it shall be signed with the full name of the proposer, and his/her address shall be given. If it is made by a partnership, it shall be signed with the partnership name and by an authorized partner. If it is made by a joint venture, it shall be signed by the authorized representative of the joint venture. If it is made by a corporation, it shall be signed by two officers of the corporation.

One corporate officer signature must be from the President, Vice President, or Chair of the Board, and the other must be from the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
18. Non-Mandatory Pre-RFP Conference: All proposers should ensure that they check the RFP schedule of events contained in Section E of this attachment. Part of the RFP process includes a non-mandatory pre-RFP conference. The conference is designed to answer any questions that proposers may have about the proposal and to communicate any additional information to the proposers that the County may deem to be helpful in successfully completing this project.
19. Requests for Substitutions: All substitution requests of the project shall be submitted in writing using this RFP Attachment #5 to the address below no later than 45 days prior to the designated RFP submission deadline. All requests shall comply as stated in this RFP Attachment #4, Part II, Subsection A, para 1.05. The County shall respond as stated in this RFP Attachment #4, Part II, Subsections A and B, para 1.06.
20. Questions about the Project: All questions shall be submitted in writing using this RFP Attachment #6 to the address below no later than 14 days prior to the designated RFP submission deadline. The County shall respond as stated in this RFP Attachment #4, Part II, Subsections A and B, para 1.06.

C. THE PROPOSAL MUST BE SUBMITTED AS FOLLOWS:

1. The proposals should be bound and contain, in the order specified, the information listed in Section B. All proposals should be printed on white, recycled paper, 8 1/2 x 11 inches. **Submit Nine (9) copies** in a sealed envelope marked "RFP - Department of Health and Human Services".
2. Include name, address, and day-time phone number of the proposer (or authorized agent) on the envelope.

3. The package must be sent by mail or hand delivered to arrive not later than 4:00 p.m., May 23, 2016, to:

Clerk of the Board
County of Humboldt
825 Fifth Street, Room #111
Eureka CA 95501

It is the sole responsibility of the proposer to see that his/her proposal is completed and received in proper time.

D. SELECTION PROCESS; County will use the following process for proposal selection:

1. A panel of County members will be assembled to evaluate and rate the proposals.
2. The review panel will concentrate on determining if the proposals:
 - Adequately respond to the requirements of the RFP; and
 - Provide a concise and comprehensive work plan.
3. Scoring will be based on:
 - 30 maximum points for location within close proximity to the center of McKinleyville as defined as the intersection of Central and Hiller;
 - 10 maximum points for location being within one half mile of public transportation;
 - 25 maximum points for facility site improvements and services consistent with program requirements;
 - 10 maximum points for ease of future expansion;
 - 25 maximum points for lease cost;
 - 20 maximum points for proposer's past experience with project development, the understanding of capital projects management and development of building plans, ability to work effectively with County agencies, and the ability to complete projects within their deadlines.
4. Based on this evaluation and rating, the top three highest ranked qualified firms will be invited to make a presentation before an oral review board.
5. The County will provide the top three proposers with instructions prior to the interviews and presentations, outlining the process.
6. The first top-ranked proposal will be invited to the County to negotiate the final price for services, commencement date, initial term for the lease, building completion date, and to finalize and sign a lease agreement. Proposers should remember that the purpose of the RFP and lease is for the proposers to know and understand the terms of the lease. Other than the terms specifically mentioned above, the other terms of the lease cannot be

negotiated. If, for any reason, the final negotiations cannot be agreed to by either party, the County will call on the second proposer and so on, until a proposal is selected. The County may also amend the scope of the work to fit the County's budget.

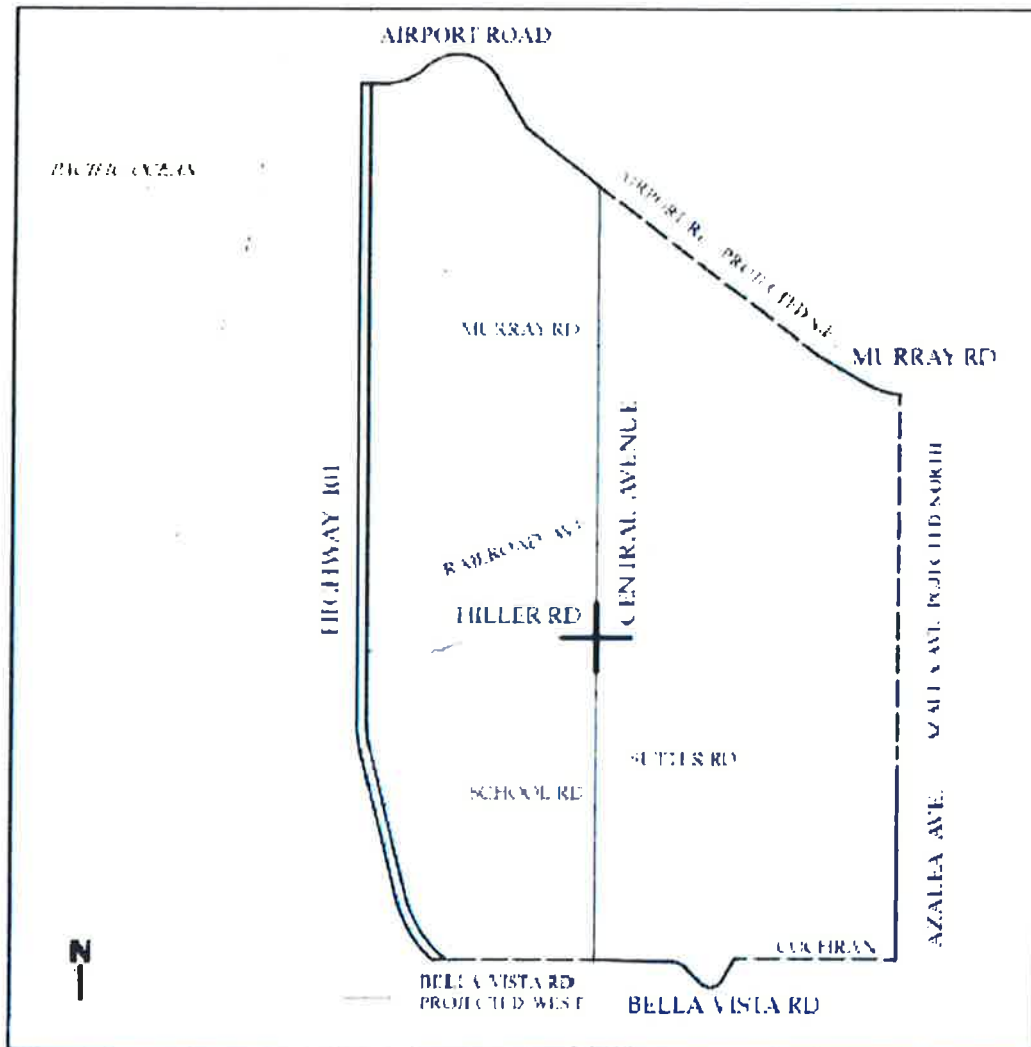
7. The final selection and lease will be presented to the Humboldt County Board of Supervisors for approval.
8. The selected firm or individual will be asked to start the project immediately and complete the work within the time lines submitted in this document.

E. RFP SCHEDULE

	<u>TASK</u>	<u>DATE</u>
1.	Board Approval of RFP	March 1, 2016
2.	Pre-RFP Conf.	March 23, 2016
3.	Proposals due	May 23, 2016
4.	Oral Presentations	June 21-22, 2016
5.	Board Approval for selection of proposal	July 19, 2016

ATTACHMENT 3 SEARCH AREA MAP

SEARCH AREA: The project is to be located in the McKinleyville area, where “centrally located” is defined as the intersection of Hiller Road and Central Avenue. Only proposals within the boundaries highlighted on the map will be accepted. Close proximity to the McKinleyville Family Resource Center, located at 1450 Hiller Road, and to within a half mile of a public bus stop is preferred.



ATTACHMENT #4

AR 11/23/15 11/10 mj

PART I - OUTLINE USER PROGRAM REQUIREMENTS

A. SPACE NEEDS

Space Description	No. of Occupants	Net Floor Area	No. of Spaces	TYPE A - Office 170 Sq. Ft.	TYPE B - Office 130 Sq. Ft.	TYPE C - Office 100 Sq. Ft.	TYPE D - Cubicle 80 Sq. Ft.	TYPE E - Rover 50 Sq. Ft.	Net Total Needs Sq. Ft.	Comments
Children and Family Services/ Work Area #1										
CWS Supervisor	1	130	1		1				130	8
Supervising MH Clinician	1	130	1		1				130	
CWS Social Workers	8	80	8				8		640	1
MH Clinician	2	80	2				2		160	1
MH Case Manager (Rover)	2	50	2					2	100	1,2
Field Nursing/NFP (Rover)	3	50	3					3	150	1,2
CHOW (Rover)	2	50	2					2	100	1,2
APS Social Worker	2	50	2					2	100	1,2
CWS Social Service Aid	1	50	1					1	50	1,2
Clerical	1	80	1				2		80	
Extra Work Station	0	80	1						80	1
Storage (car seats)	0	120	1						120	5
Net Sq. Ft. Subtotal									1,840	
Total Staff	23									
Net Sq. Ft. plus circulation etc. (+15%)									2,116	

Eligibility & Employment/ Work Area #2										
ETW or ICW Supervisor	1	130	1		1				130	8
ETW	2	80	2				2		160	1
ICW	2	80	2				2		160	1
CalWORKs EW	3	80	3				3		240	1
Vocational Counselor	1	80	1				1		80	1
CalFresh/Medical Super.	1	130	1		1				130	
Eligibility Workers	8	80	8				8		640	1
Clerical	1	80	1				2		80	
Net Sq. Ft. Subtotal									1,620	
Total Staff	19									
Net Sq. Ft. plus circulation etc. (+15%)									1,863	

Outreach Staff (Non-DHHS)/ Work Area #3									
Staff 1	1	170					1		8
Staff 2	1	130						1	
Open Work Stations	8	80							8
Meeting Rooms		100					3		
Storage		120					1		
Net Sq. Ft. Subtotal									
Total Outreach Staff	10								
Net Sq. Ft. plus circulation etc. (+15%)									
									1,564

Administration									
Site Manager	1	170					1		9
Analyst	1	100						1	9
Net Sq. Ft. Subtotal									
Total Staff	2								
Net Sq. Ft. plus circulation etc. (+15%)									
									311

Public Serving Areas									
WIC Nutrition Aid Office	1	130					1		4
Exam Room		120							
Interview Rooms		100							1, 3, 4
Interview Cubicles for Elig / Employment Services		80					6		
Public Restrooms, including a "Family Restroom"		100					3		7
Lobby with Reception (Seating for 12)	2	500							
Large Conference Room (50 occs.)		750							4,6,10
Conference Room (15 occs.)		300							4
Visitation Room (CFS)		250							4
Infant Toddler Class Room		250							4
Kitchen Demonstration Room		500							4,7
Net Sq. Ft. Subtotal									
Total Staff	3								
Net Sq. Ft. plus circulation etc. (+15%)									
									4,232

Shared Use Areas (non-public)									
Staff Restroom		200	2						
Staff Shower		100	1						7
Kitchenette		200	1						7
Resource Room		120	1						
Office (for future needs)		100	3						
Laundry Room (CFS)		100	1						
Janitor's Room		64	1						
Communication Room (IS)		120	1						
Net Sq. Ft. Subtotal									
Total Staff		0							
Net Sq. Ft. plus circulation etc. (+15%)									
									1,155

STAFF TOTAL	57	
PROGRAM SUBTOTAL		11,240
ADJUSTMENT (plus circulation etc.):		x 1.15
PROGRAM TOTAL (without Restrooms)		12,926
		Sq. Ft.

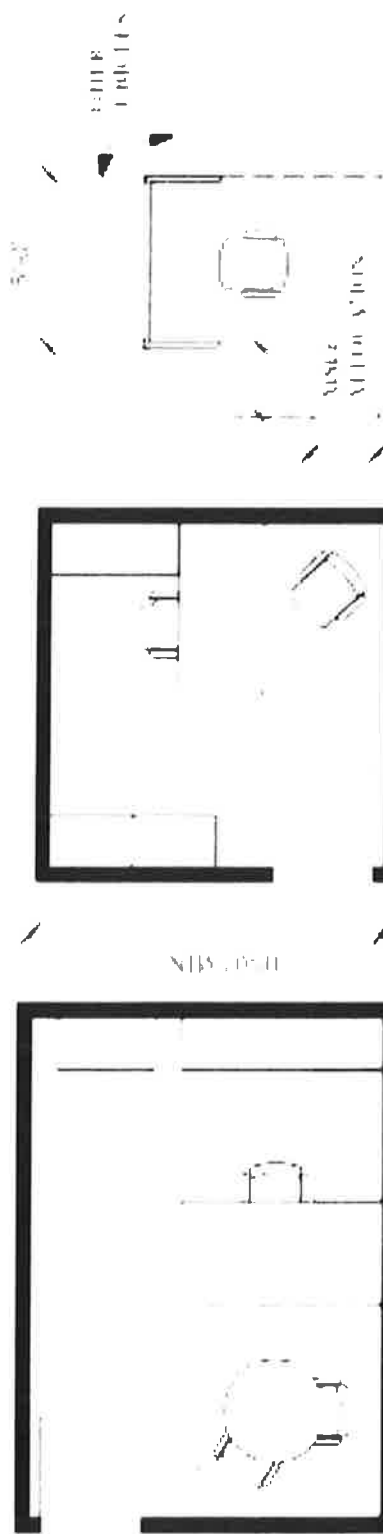
Other/ Outdoor	
Playground with 4' high enclosure fence.	450

- Comments (Program Clarifications)
- | | | | | | |
|---|---------------------------------|---|--|----|--|
| 1 | Shared Open Office Area | 5 | Proximity to exit and parking. | 9 | Near Work Areas 1 & 2 |
| 2 | Prefer Rover cubicles together. | 6 | Two receptions desks (cubicles), near free-standing cc | 10 | Provide non-slip walk-off area at entry doors. |
| 3 | One room setup for TeleMed. | 7 | Code compliant (CPC, CBC & ADA) | | |
| 4 | Near Lobby/ public serving. | 8 | Confidentiality separation from other work areas & public. | | |

Program Definitions:

APS = Adult Protective Services
 CHOW = Community Health Outreach Worker
 CWS = Child Welfare Services
 EW = Eligibility Worker
 ETW = Employment and Training Worker
 ICW = Integrated Case Worker
 MH = Mental Health
 NFP = Nurse Family Partnership
 WIC = Women, Infants & Children

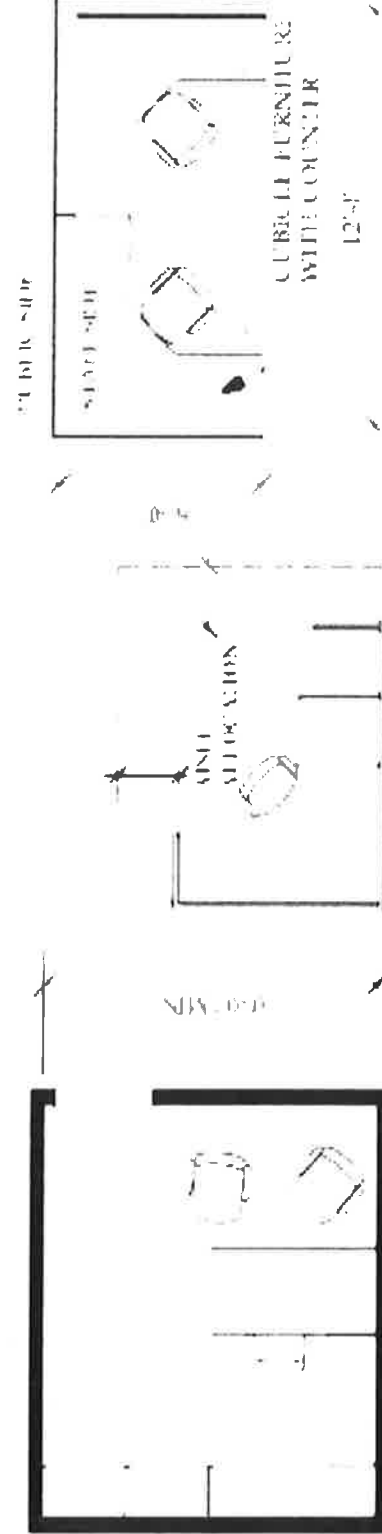
B. OUTLINE DIAGRAM FOR SPACE TYPE



TYPE "A" OFFICE
2050 11

TYPE "C" OFFICE
100 SQ. FT.

TYPE "E" CUBICLE
505041

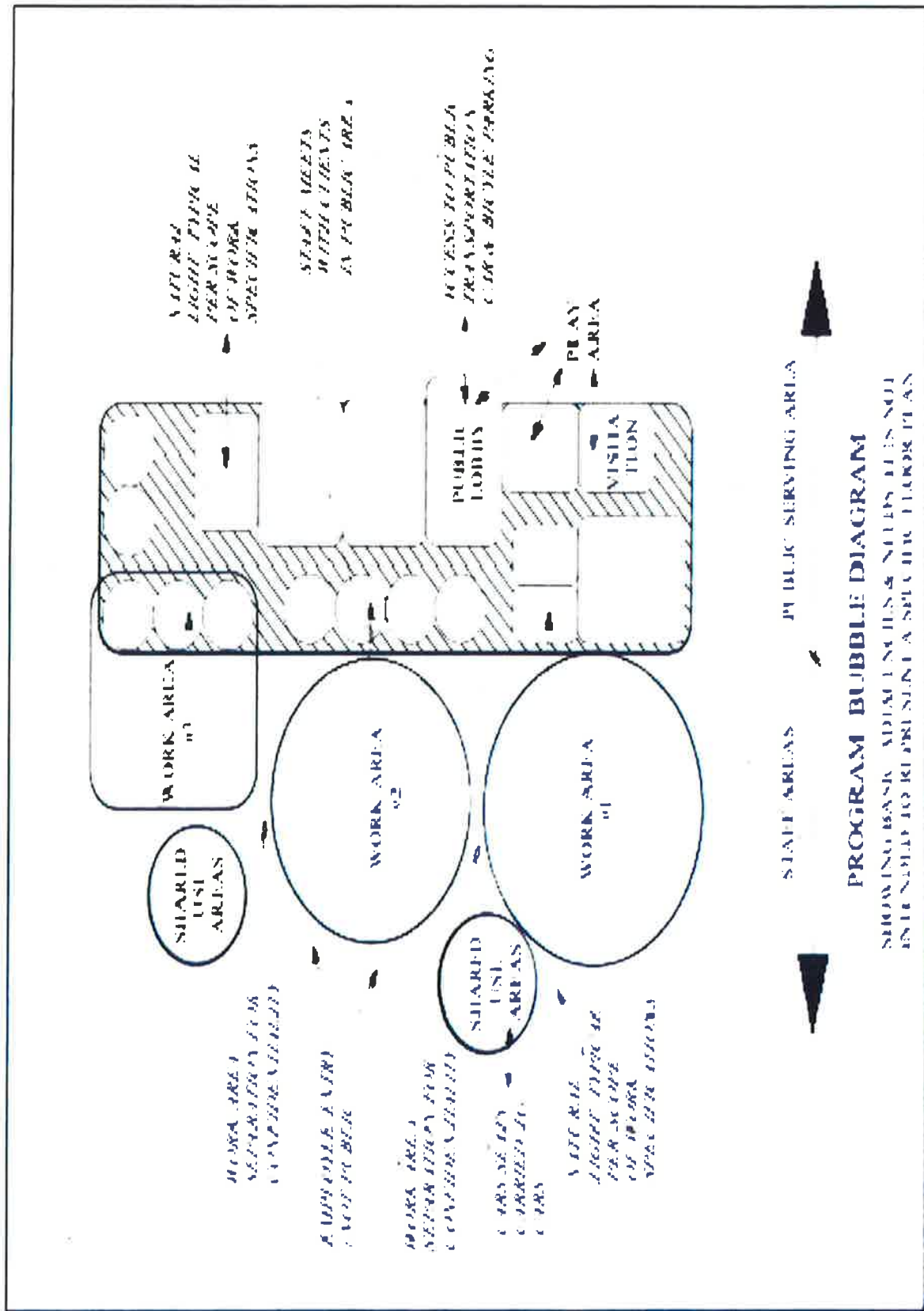


TYPE-B- OFFICE
150 S. 11

TYPE "D" CUBICLE
NO. 11

RECEPTION AREA IN LOBBY

C. BUBBLE DIAGRAM FOR SPACE ADJACENCIES



ATTACHMENT #4

PART II: SCOPE OF WORK SPECIFICATIONS

ATTACHMENT II - OUTLINE SPECIFICATIONS

A. PERFORMANCE SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

1.01 General

- A. The work to be performed under this lease consists of furnishing all design work (all elements of design shall be made in consultation with COUNTY personnel) and construction work including labor, materials, equipment, transportation, and services necessary to complete this project in accordance with all attached exhibits and any other lease attachment so the project will be complete and ready for occupancy by the COUNTY.
- B. The LANDLORD shall be responsible for the preparation and coordination of all Construction Documents necessary for the Public Bidding process.
- C. The LANDLORD will show certification from the COUNTY that the work performed has been reviewed, inspected, and approved by the COUNTY.

1.02 Permits

- A. LANDLORD is to coordinate and provide for all health, accessibility, building, and life safety requirements pursuant to all local, state, and federal codes.
 - 1. Construction shall not be initiated until all permits and approvals are complete. Provide copies of permits and approvals to COUNTY.
 - 2. It is the intent of the COUNTY to lease facilities that are energy efficient and that exceed the current (as of the date of submission of plans to the building department) minimum State of California Title 24 energy requirements.

1.03 Fees

- A. All expenses related to the preparation of construction drawings, permits and fees are to be provided at LANDLORD'S expense.

1.04 Specifications

- A. The intent of these work specifications are to describe the minimum acceptable quality and quantity standards for design, materials, construction, workmanship, finish, and performance for facilities to be leased by COUNTY.
 - 1. Minimum quality and quantity standards apply to new buildings and additions, alterations/remodels, and repairs to existing buildings or any combination thereof.
 - 2. On all items listed with Performance Specifications, COUNTY is to select and/or approve all colors, textures, types, models, styles, etc., used on and within the facility. LANDLORD is to coordinate and provide for all health, accessibility, building, and safety and fire requirements pursuant to all county state and federal codes.

1.05 Substitution

- A. The Project Program and associated Specifications assumes new material, new construction. The LANDLORD may submit a Substitution Request. Substitutions may include, but are not necessarily limited to:
 - 1. Re-use of existing services, materials or components.
 - 2. Modification to Program criteria.
- B. Substitution Requests must be submitted to the COUNTY 45 days prior to the designated Request for Proposal (RFP) due date. Approved substitution requests will be distributed as an addendum to this RFP to all proposers.

1.06 Addenda

- A. No addenda shall be issued within 48 hours of the designated Request for Proposal (RFP) opening time. Any addenda resulting in material changes, addition, or deletion shall be issued at least 72 hours before the designated Request for Proposal (RFP) opening time, otherwise the Request for Proposal (RFP) time shall be extended by not less than 72 hours.
- B. Addendums to this Request for Proposal (RFP) shall be posted on the County of Humboldt's official Bids and Request for Proposals website. Proposers may submit the following information to Ronda Kime, Department of Public Works, 1106 Second Street, Eureka, CA. 95501, rkime@co.humboldt.ca.us, if they wish to be notified of addendums individually via email. Please provide:
 - 1. Proposer's name
 - 2. Phone number
 - 3. Physical address
 - 4. Email Address
- C. It is the responsibility of the Proposer to verify that they have all addendums via the County of Humboldt's official Bids and Requests for Proposals website prior to submittal, and to verify such in their proposal.

1.07 Restrooms

- A. For Program purposes, restrooms are defined as follows
 - 1. Restrooms:
 - a. Comply with restrooms as required by the most current local, state and federal codes.

1.08 Multi-Level Building

- A. Multi-level buildings are acceptable.
- B. For multi-level buildings, programs adjustments shall include, but not necessarily limited to:
 - 1. Program relationships.
 - 2. Equal distribution of code required restrooms per level, centrally located.
 - 3. To include elevator to all levels.

1.09 Natural Lights

- A. Occupied Areas.
 - 1. Offices
 - 2. Open work areas
 - 3. Conference rooms
 - 4. Kitchen/breakroom
 - 5. Public-serving areas
- B. Maximize layout for natural light.
- C. Natural light access required for areas removed from perimeter.
 - 1. Provide 20 square feet of glass per 10 lineal feet of partition for every partition separating occupied areas most removed from perimeter.
 - a. Use textured obscure glass.
 - 2. Skylights may be used in lieu of partition glass if practical.
 - a. Provide 4 square feet of skylight area for every 150 square feet of floor area served.

1.10 COUNTY furnished Products

- A. Cubicles/Modular Furniture (TYPE "D", TYPE "E" and at the Reception Area in the lobby)

1. Cubicles/modular furniture components identified in Cubicle (Type "D", "E" and located at the Reception Area in the Lobby areas are NOT provided by proposer.
 - a. COUNTY/user is responsible for all modular/furniture cost associated with purchase and delivery.
 2. Proposer's responsibilities include but are not necessarily limited to:
 - a. Provide all finished service connections to modular/furniture components.
 - b. Provide design coordination for layout of modular/furniture with COUNTY and furniture supplier.
 - c. Provide delivery and installation coordination with COUNTY and furniture supplier.
- B. Telephone Equipment**
1. COUNTY/user is responsible for all cost associated with telephone equipment and antenna purchase and delivery.
 - a. Equipment components identified in Division 16.08 to be provided by the proposer.
 2. Proposer's responsibilities include but not necessarily limited to:
 - a. Provide all finished service connections to equipment components.
 - b. Provide design coordination for layout and placement with COUNTY.
 - c. Provide delivery and installation, coordination with COUNTY and telephone supplier prior to the COUNTY's occupancy of the premise.

DIVISION 2 - SITE

2.01 Communications

- A. Wireless broadcast and reception.**
1. Provide area for satellite dishes, antennae, and associated equipment.
 2. Coordinate with Division 16 CATV.
 - a. Include provisions for installing protection as necessary and/or as required by code to prevent vehicles from hitting devices.
 3. Coordinate with Division 16 telecommunications.
 - a. Include provisions for roof access and use.

2.02 Parking

- A. General Information**
1. Parking shall conform to all applicable zoning laws and codes.
 2. Access roads, driveways, alleys, and approaches leading to parking shall be paved.
 3. Parking signage shall read "Parking for County employees and Visitors Only" in English and Spanish.
 4. Parking areas shall be suitably paved and lit by outside security lighting.
 5. There shall be ten (10) parking spaces labeled for visitors.
 6. Entrance/exit to parking area is to be clearly marked and directional arrows shall be provided to conform to parking pattern.
 7. Provide ADA/accessible parking and signage per all applicable laws and codes for use and location.
 8. Provide one bike rack with 6 slots for bikes in a secured (lockable) covered area.
 9. Mark parking stalls with four (4) inch painted white stripes.
 10. Coordinate space for one (1) trash bin and two (2) recycling bins in parking lot.

DIVISION 3 - CONCRETE

3.01 Not Used

DIVISION 4 - MASONRY

4.01 Not Used

DIVISION 5 – METALS

5.01 Not Used

DIVISION 6 - WOODS

6.01 Plywood Sheathing

- A. ½ inch plywood sheathing (SP-1):
 - 1. Location: Public lobby and as specified. Sheathing to be provided behind finishes for mounting of bulletin boards, light weight cabinets and/or shelving, etc.
 - 2. Coordinate with Division 9, gypsum wallboard assemblies and security partitions.

6.02 Interior Architectural Woodwork

- A. Submittals
 - 1. Prior to fabricating or installing interior architectural woodwork, verify with COUNTY aesthetic effects as well as qualities of materials.
 - 2. Product Data: For each type of applicable material/product used.
 - a. Include volatile organic compounds (VOC's) information.
 - b. Include Material Safety Data Sheets (MSDS).
- B. Quality Standard
 - 1. AWI (Architectural Woodwork Institute) Standard: **Custom Grade**, as defined by the latest edition of the *AWI Architectural Woodwork Standards* for grades of interior architectural woodwork, construction, finishes, and other requirements.
 - a. Include Material Safety Data Sheets (MSDS).
 - b. Plastic laminates
 - c. Transparent finishes
 - d. Opaque finishes
 - e. Cabinet hardware
- C. Cabinet Schedule (See also Outline Program Specification Schedule for quantities).
 - 1. CAB-1: Counter
 - a. Locations: Restrooms and as specified.
 - b. 24 " deep counter, 30" finish height including countertop and provide ADA (Americans with Disabilities Act) finish height & knee space as required.
 - c. Countertop, colorcore laminate with rounded corners, and 4" back splash.
 - d. Coordinate with Division 15 plumbing.
 - 2. CAB-2: Base Cabinet
 - a. Locations: Typical resource area, kitchen/break room and as specified.
 - b. 24 " deep base cabinets, 34" finish height including countertop.
 - c. Adjustable shelves ¾"- thick Melamine.
 - d. Countertop, colorcore laminate with rounded corners, and 4" back splash.
 - e. Wire type pulls.
 - f. Locks on all cabinet doors and drawers.
 - 3. CAB-3: Upper Cabinet
 - a. Location: As specified.
 - b. 12" deep wall hung cabinets.
 - c. Adjustable shelves ¾"- thick Melamine.
 - d. Wire type pulls.
 - e. Locks on all cabinet doors.
 - 4. Mailboxes
 - a. Provide a minimum of forty (40) mailboxes at minimum size of 6.5 inches in height, 11 inches wide and 12.5 in depth.
 - b. Location: Coordinate with COUNTY.
 - c. Doors and locks each mailbox
 - d. Load from back or coordinate slot size with COUNTY to assure confidentiality.

DIVISION 7 - THERMAL & MOISTURE PROTECTION

7.01 Skylights

- A. As may be required to comply with Project Program for natural light.
 - 1. Provide system capable of controlling or preventing glare.

DIVISION 8 - DOORS & WINDOWS

8.01 Doors

- A. Submittals
 - 1. Prior to installing doors, verify with COUNTY aesthetic effects as well as qualities of materials.
- B. Interior doors:
 - 1. Flush, 3 ft. wide x 7 ft. high x 1 - 3/4 in. thick solid core.
 - 2. Clear finish hard wood veneer.
 - 3. Existing doors may be used with prior written approval by COUNTY.
 - 4. All frames shall be metal.
 - 5. View windows will be required at certain doors, and may be required to be fire rated.
- C. Exterior doors:
 - 1. 3 ft. wide x 7 ft. high x 1 - 3/4 in. thick.
 - 2. All frames shall be metal.
 - 3. Acceptable door construction:
 - a. Wood
 - b. Metal
 - 4. Existing doors may be used with prior written approval by COUNTY.
 - 5. Storefronts may be used at main entrance.
 - a. Convenient accessibility is very important; provide automatic door opener.

8.02 Windows

- A. Interior & Exterior:
 - 1. Acceptable window construction:
 - a. Wood
 - b. Metal with thermal break
 - 2. Exterior windows should be designed operable with screens.
 - 3. Recycled windows may be used with prior written approval by COUNTY.

8.03 Hardware

- A. Submittal:
 - 1. Final hardware schedule coordinated with doors, frames, and related work to ensure proper size, thickness, function, finish and keying information.
 - a. All non-storefront exterior doors shall have metal lock guards protecting the lock bolt/strike force entry.
- B. Keyed Locksets:
 - 1. Minimum quality to be equal to Schlage 'L' series.
- C. Keying:
 - 1. Review the keying system with the COUNTY and provide the type required (master, grandmaster or great-grandmaster) system.
 - 2. Comply with COUNTY's instructions for keying and, except as otherwise indicated, provide individual change key for each lock that is not designated to be keyed alike.
 - a. Provide three keys for each lockset.
 - 3. On the exterior of the building there shall be a Knox box installed.
- D. Security Locksets:
 - 1. Coordinate security locksets with Division 8 doors, frames and hardware.
 - 2. Coordinate security locksets with Division 16 access control systems.
 - 3. Coordinate security locksets with Division 16 for remote release application.

4. Building access and COUNTY lease area access shall be provided by electric or proximity card swipe or type security hardware.
 - a. Provide with key override option.
 5. Provide for remote electric strike release with card swipe type security hardware.
 6. Electric or proximity card swipe type security hardware shall be linked to building and COUNTY security system.
- E. Review hardware requirements with COUNTY prior to proceeding with any portion of this work.

8.04 Glazing

- A. Exterior:
 1. Glass system shall be capable of controlling or preventing glare.
- B. Interior:
 1. Textured obscure glass.
 2. Clear Glass.

DIVISION 9 - FINISHES

9.01 Gypsum Board Assemblies

- A. Quality Assurance
 1. American National Standards Instituted Standard Specification for the Application and Finishing of Gypsum Wallboard ANSI A 97.1
 2. Independent Testing Laboratory, Sound Transmission Class.
Sound Transmission Characteristics: For gypsum board assemblies indicated to have STC ratings, provide materials and construction identical to those of assemblies whose STC ratings were determined per ASTM E 90 and classified per ASTM E 413 by a qualified independent testing agency.
- B. Finishing Gypsum Board Assemblies
 1. Level 4 for gypsum board surfaces, for non-public, unoccupied areas such as closets and storage rooms.
 2. Level 5 for gypsum board surfaces for all exposed occupied areas unless otherwise indicated.
- C. Gypsum Board Surface Texture Finish
 1. Smooth, unless otherwise indicated
- D. Acoustical Rating Schedule
 1. All rooms and spaces shall have an acoustical rating based on STC ratings.
 - a. Class I; rating STC 59 or better.
 - b. Class II; rating STC 50 or better.
 - c. Class III; rating STC 45 or better.

9.02 Acoustical Panel Ceilings

- A. Submittals
 1. Prior to final installation verify with COUNTY aesthetic effects as well as qualities of materials.
- B. Acoustical Ceiling Panel Schedule
 1. ACT-1
 - a. 24 inch x 48 inch x 5/8 inch, square edge panel
 - b. Standard suspension system
 2. ACT-2
 - a. 24 inch x 24 inch x 3/4 inch, revealed edge panel
 - b. Designer line suspension system

9.03 Vinyl Composition Tile

- A. Submittals

1. Prior to final design or installation verify with COUNTY aesthetic effects as well as qualities of materials.
 2. Product Data: For each type of applicable material/product used.
 - a. Include volatile organic compounds (VOC's) information.
 - b. Include Material Safety Data Sheets (MSDS).
- B. Vinyl Composition Tile Schedule
1. VT-1
 - a. 12 inch x 12- inch x 1/8 inch thick
 - b. One (1) color pattern & layout
 2. VT-2
 - a. 12 inch x 12 inch x 1/8 inch thick
 - b. Two (2) color pattern & layout

9.04 Ceramic Tile

- A. Submittals
1. Prior to final design or installation verify with COUNTY aesthetic effects as well as qualities of materials.
- B. Ceramic Tile Schedule.
1. CT-1: Floor
 - a. 2 (two) colors.
 - b. 2" x 2", unglazed.
 2. CT-2: Floor
 - a. 1 (one) color
 - b. 12" x 12", glazed with recommended slip resistance for location
 - c. Non-slip walk off area at entry doors.
 3. CT-3: Wall
 - a. 2 (two) colors
 - b. 4-1/4" x 4-1/4", glazed.

9.05 Sheet Vinyl

- A. Submittals
1. Prior to final design or installation verify with COUNTY aesthetic effects as well as qualities of materials.
 2. Product Data: For each type of applicable material/product used.
 - a. Include volatile organic compounds (VOC's) information.
 - b. Include Material Safety Data Sheets (MSDS).
- B. Sheet Vinyl Schedule
1. SV-1
 - a. Non-slip sheet vinyl, heat welded seams.
 - b. Coved base

9.06 Resilient Wall Base And Accessories

- A. Submittals
1. Prior to final design or installation verify with COUNTY aesthetic effects as well as qualities of materials.
 2. Product Data: For each type of applicable material/product used.
 - a. Include volatile organic compounds (VOC's) information.
 - b. Include Material Safety Data Sheets (MSDS).
- B. Resilient (rubber/vinyl) Wall Base Schedule
1. RB-1
 - a. Style: Cove with top-set toe.
 - b. Minimum Thickness: 1/8" nominal.
 - c. Height: 4 inches.

9.07 Painting

A. Submittals

1. Prior to final design or installation verify with COUNTY aesthetic effects as well as qualities of materials.
2. Product Data: For each type of applicable material/product used.
 - a. Include volatile organic compounds (VOC's) information.
 - b. Include Material Safety Data Sheets (MSDS).

B. Quality Control

1. All surfaces shall receive semi-gloss finish.
 - a. Exception: restrooms shall receive gloss finish
2. All painted surfaces shall receive 1 prime coat and 2 finish coats, or equal.
3. Repainting of existing buildings:
 - a. The entire existing building shall be repainted in accordance with this specification section.
 - b. Repaint/refinish all walls, soffits, wood and metal trim/flashing, and other surfaces that are presently painted or are unfinished but will become exposed due to remodel work.
 - c. Provide color mock-ups sufficient enough for COUNTY to determine aesthetic effects.
 - d. Exterior and interior paint colors to be approved by COUNTY.

C. Paint Schedule

1. PT-1; 1 color per room.
2. PT-2; 2 colors per room.
3. PT-3; 3 colors per room.
4. PT-4; 4 colors per room.
5. PT-5; 5 colors per room.

DIVISION 10 - SPECIALTIES

10.01 Signage

A. Submittals

1. Prior to final design or installation verify with COUNTY aesthetic effects as well as qualities of materials.

B. Signage Schedule

1. Provide building address numerals and exterior signage identifying the occupying COUNTY agency.
 - a. Signs shall be professionally manufactured, have good appearance and be readily visible from the street during day and night time hours.
2. Provide signage at or near the front entry which identifies the agency.
 - a. Place signage on glass window or door as directed by COUNTY.
3. Provide interior signage including but not limited to the identification of all public-serving rooms and restrooms. Provide room numbers at all doors. Provide wayfinding signage as necessary.
4. Provide Parking signage as noted in Division 2
5. Comply with State Accessibility Standards, Title 24, and the Americans with Disabilities Act (ADA) for type, size and location of site signs and interior signs.

10.02 Fire Extinguisher

A. Fire extinguisher of the portable hand-held multipurpose dry chemical type.

1. Type suitable for extinguishing:
 - a. Class A fires (paper, wood, cloth, etc.).
 - b. Class B fires (burning liquids)
 - c. Class C fires in live electrical equipment where a non-conductive extinguishing agent is required.

2. The extinguisher shall have an approximate weight of ten pounds and shall be placed in a cabinet designed for fire extinguisher.
 - a. Cabinet shall be recessed except when conditions prohibit recessing.
 - b. Cabinet shall have a break glass door with pull handle and key lock.
 - c. Installation height of fire extinguisher top shall not exceed 48 inches nor be less than 40 inches; 48 inches is preferred.
 - d. Cabinets shall not encroach more than 4 inches into a circulation path and shall comply with California Building Code Section 11B-307.
- B. Fire extinguisher schedule.
 1. Additional fire extinguisher requirement, which may be beyond code and Fire Marshal requirements.
 - a. Communication room: Ansul Clean Guard extinguisher or equal type extinguisher.
 - b. Kitchenette and Kitchen Demonstration Room: Class A, B & C
- C. Carbon Monoxide Monitoring as recommended by mechanical engineer.

10.03 Accessories

- A. Women's Restrooms accessories shall be Bobrick or equal, style and color approved by COUNTY.
 1. Grab bars as required by code
 2. Paper towel dispensers
 3. Waste receptacles
 4. Napkin dispensers
 5. Seat cover dispensers
 6. Napkin disposal units
 7. Soap dispensers
 8. Mirror and shelf units
 9. Rolled toilet paper dispenser
 10. Exhaust fan
 11. Baby Changing Station at Public Restroom.
- B. Men's Restrooms shall be Bobrick or equal, style and color approved by COUNTY.
 1. Grab bars as required by code
 2. Paper towel dispensers
 3. Waste receptacles
 4. Seat cover dispensers
 5. Soap dispensers
 6. Mirror and shelf units
 7. Rolled toilet paper dispenser
 8. Exhaust fan
 9. Baby Changing Station at Public Restroom.
- C. Kitchen and Kitchenette
 1. Paper towel dispensers
 2. Soap dispensers
 3. Waste receptacle
- D. Double Coat Hooks
 1. All Office doors
- E. If required by code, accessories shall comply with State Accessibility Standards, Title 24, and the Americans with Disabilities Act (ADA) for maneuvering clearances, heights and reach ranges.

DIVISION 11 - EQUIPMENT

11.01 Kitchen Equipment

- A. Kitchen equipment shall be commercial quality.
- B. Submittals
 - 1. Prior to final design or installation verify with COUNTY aesthetic effects as well as qualities of materials.
- C. Equipment Schedule
 - 1. Minimum required design features:
 - a. Refrigerator - 35 cubic feet
 - b. Freezer - 18.6 cubic feet
 - c. Microwave - Minimum size: 1 cubic foot.
 - d. Four-burner electric cooktop
 - e. Range hood over cooktop that exhausts to the exterior
 - f. Electric oven, self cleaning - 30 inch
 - g. In-sink garbage disposal.
 - h. Dishwasher

11.02 Kitchenette

- A. Requirements similar to section 11.01 above. Supply Refrigerator, Microwave and in-sink garbage disposal only.

11.03 Laundry Room Equipment

- A. Submittals
 - 1. Prior to final design or installation verify with COUNTY aesthetic effects as well as quality of materials
- B. Comply with State Accessibility Standards, Title 24 and the Americans with Disabilities Act (ADA for maneuvering clearances, heights and reach ranges.
- C. Equipment Schedule
 - 1. Minimum required design features
 - a. Large capacity, heavy duty clothes washer, non-commercial.
 - b. Large capacity, heavy duty electric clothes dryer, non-commercial.

11.04 Conference Room Projector Mount

- A. Install COUNTY supplied LCD projector ceiling mount in the conference room. Provide sufficient blocking as recommended for installation location.

DIVISION 12 – FURNISHINGS

12.01 Window Treatment

- A. Submittals
 - 1. Prior to final design or installation verify with COUNTY aesthetic effects as well as quality of materials
- B. Window Treatment Schedule
 - 1. Vinyl blinds on all exterior windows.
 - 2. Vinyl blinds on all interior windows below 6 feet.
 - 3. Vinyl blinds are to be lead free.

DIVISION 13 – SPECIAL CONSTRUCTION

13.01 Playground

- A. Submittals
 - 1. Prior to final design or installation verify with COUNTY aesthetic effects as well as

- quality of materials
- B. Equipment Schedule
 1. All play system elements must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines.
 2. Play system must include unitary rubber tile surfacing throughout the entire playground
 3. Rubber surface to be sufficient to protect from an 8 foot fall height throughout entire play area.
 4. Play system features
 - a. One structure/play area designed for ages 2 to 5 suitable for allocated space.
 - b. One structure/play area designed for ages 5 to 12 suitable for allocated space.
 5. Preferred play system qualities
 - a. All play system elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety
 - b. "Green" construction practices and materials are highly desired.
 - c. Structures should provide a variety of built-in activity panels and climbers.
 6. Four foot high enclosure fence.

DIVISION 14 – CONVEYING SYSTEMS

14.01 Elevators

- A. As required to comply with Request For Proposal.
- B. Coordinate with Division 1

DIVISION 15 - MECHANICAL

15.01 Fire Sprinkler

- A. Approval and acceptance required by Fire Marshal and Insurance carrier.
- B. Use alternate to wet sprinkler system where permitted by code and Fire Marshal in the following areas, but not necessarily limited to:
 1. Communication Room.

15.02 Plumbing

- A. Stainless steel sink, double basin.
 1. Kitchen
- B. Stainless steel sink, single basin.
 1. Kitchenette
- C. Drinking fountains as required by code.
- D. Floor mount mop sink, minimum one (1) each floor.

15.03 HVAC

- A. Comply with ASHRAE recommendations for air quality in each of the COUNTY uses specified.
- B. HVAC supply and return.
 1. All rooms to have air conditioning supply and return with design layout compatible with room layout and use.
 - a. All supply registers with adjustable louvers.
- C. Thermostat Control
 1. Common uses in common zones may be controlled by common thermostat with prior COUNTY approval required.
 - a. Example of common use:
 - (1) Offices
 - (2) Conference room, lobby
 - (3) Corridors, hallways, work areas
 - b. Example of common zone:

- (1) North side of building
 - (2) South side of building
 - (3) East side of building
 - (4) West side of building
- D. Independent Air Conditioner and Thermostat Control (and equipment as required)
 - 1. Communication room
- E. Thermostat Access
 - 1. Thermostats enclosed in metal lock boxes.
 - 2. Lock boxes not to project more than 4" into circulation pathways.
- F. Balancing and Testing
 - 1. Balancing and test reports for wet and dry systems shall be submitted and accepted by the COUNTY prior to occupancy.

DIVISION 16 -ELECTRICAL

16.01 Electrical General

- A. Cabling Standard, minimum at ALL walls.
 - 1. Power supply and, telephone/ computer jacks.
 - 2. Every 10 lineal feet, minimum one of each for walls less than 10 lineal feet.
 - a. Exception: Kitchen/breakroom requires power as specified and one (1) telephone jack.
 - b. Exception: Cabling standard not applicable in storage rooms or restrooms.
 - 3. Additional to cabling standard at wall:
 - a. Provide cabling for ceiling projectors in conference room.
- B. Cabling Standard, open furniture areas
 - 1. Power supply and cabled telephone/ computer jacks.
 - a. LANDLORD to coordinate and install cabling standard to all open furniture locations using power poles.
- C. Junction and Outlet Boxes
 - 1. Provide recessed boxes wherever possible.
- D. Grounding and Bonding
 - 1. Provide grounding and bonding in accordance with code. Permanently and effectively ground non-current carrying metallic parts of electrical equipment.
 - 2. Provide insulated equipment grounding conductor in all 120/208 volt branch circuits that serve convenience outlets and receptacles. Where isolated ground receptacles or connections are required, run an isolated ground conductor along with circuit conductors and the equipment ground conductor.
- E. Electrical Power
 - 1. Power supplies shall conform to the requirements of uses and equipment programmed for use in the facility.
- F. Dedicated circuits
 - 1. Provide dedicated circuits that meet code, requirements of uses and equipment programmed for use in the facility.
 - 2. Areas that require dedicated circuits are, but not necessarily limited to:
 - a. Communication room: Six (6) 20 amp, 120 volt and one (1) 30 amp, 110-130 volt with twist type lock.
 - b. Kitchen and Kitchenette: As required
 - c. Resource areas: As required (printer/fax/copiers)
- G. Circuit loads
 - 1. Verify all load requirements by use and user equipment.
- H. Circuit identification
 - 1. Clearly identify and label all circuits at both panel and outlet plate.
- I. Low voltage
 - 1. Verify potential low voltage requirements with user.

- J. Data outlets location
 - 1. At all data outlet locations there shall be double duplex outlets with cabling supplied and installed to each jack.
- K. Comply with State Accessibility Standards, Title 24, and the Americans with Disabilities Act (ADA)

16.02 Lighting

- A. Submittals
 - 1. Prior to final design or installation verify with COUNTY aesthetic effects as well as qualities of materials.
- B. Light Quality
 - 1. All areas shall have sufficient lighting fixtures properly spaced to provide reasonably uniform lighting at task levels.
 - 2. Indirect lighting is preferred.
 - 3. Building should be designed to accommodate full-spectrum lighting where possible.
- C. Switching
 - 1. All lights shall be controlled by wall switches conveniently located near entrance and exits to the areas served.
 - a. Provide three-way switches where areas are entered by two or more directions.
 - b. Comply with Title 24 lighting controls.
 - 2. All rooms to have separate lighting controls (switches or sensors).
 - 3. Dimmer switch; provide dimmer switch capability in the following areas:
 - a. Conference room.
 - b. Lobby
- D. Emergency back-up lighting
 - 1. The building should be equipped with an emergency back-up lighting system.
- E. Provide switches that can turn off portion of lights as needed.

16.03 Fire Detection and Alarm

- A. Provide new or extension of an existing fire detection and alarm system.
- B. Provide fire alarm equipment and devices in accordance-with the NEC, NFPA 72, local and state codes.

16.04 Security Electronics

- A. Access Control
 - 1. Provide an electronic security system that is integrated with the building security.
 - a. Cable Connection shall be to rack at controller PC
 - (1) 350 MHz, Category 6 cabling
 - 2. System Type:
 - a. Building access, COUNTY lease area access and certain interior staff/public access shall be provided by electric card swipe type security hardware with key override option.
 - (1) Refer to Division 8 security hardware.
 - 3. System Scope
 - a. Lock/unlock control for secure access into COUNTY lease areas.
 - b. Lock/unlock control of security doors to allow passage across the interior staff/public security envelope.
 - (1) Include a remote release control function from secure side of reception area for, but not necessarily limited to:
 - i. Public lobby/public restrooms access.
 - ii. Public lobby/conference room access.
 - iii. Public lobby/staff area access.
 - c. Intrusion alarms to detect unauthorized persons entering the building after business hours.

- (1) Alarms shall be transmitted to a central station for after-hour monitoring.
- (2) Provide electronic security monitoring for, but not necessarily limited to:
 - i. Building access
 - ii. COUNTY area access.

B. Duress Alarms

1. Alarms shall be internally monitored and transmit to specified locations to be determined.
 - a. Allow for three (3) monitoring locations.
2. Provide duress buttons at specified locations to be determined.
 - a. Allow for twelve (12) duress button locations.
 - b. Security Cable Connection shall be to rack at controller PC
 - (1) 350 MHz, Category 6 cabling

16.05 Sound and Paging System

A. Performance

1. Provide 6 dB sound level above ambient level of 80 dB.

B. System Architecture

1. System shall be digital, time division multiplex, voice/data/ip telephone system that will allow paging to be done from the telephone system.

C. System Scope

1. All occupied areas.

16.06 Structured Data Cabling

A. Cable and Components Standards

1. All cabling and components used must adhere to the ANSI/TIA/EIA-568-B category 6 standard.
2. All data cabling wires and terminations will be tested to the EIA/TIA 568-B defined standards and meet end to end category 6 cabling system certification.
3. Horizontal cabling as defined in ANSI/TIA/EIA-568-B will not exceed 90 meters in length for each run, including lengths utilized in patch cables at the workstation area and the telecom room patch panel.

B. Horizontal cabling will be installed without splicing, and will be continuously supported.

C. All data cable will be of a different color than cable used for telephone cabling system.

D. Data and Communications Rack

1. Provide four post rack located in communications room.

E. Install 4 Category 6 network cables in the conference room. One network Connection should be placed on each wall.

F. Outlet device

1. Provide outlet and jack layout based on cabling standard as scheduled in Division 16.1
2. Provide stainless steel face plates.

G. System

1. Provide complete connection between each device and communication room.

H. Labeling

1. Label both ends of each run between device and communication room to uniquely identify each run.
2. Label jacks and patch panel terminations.

I. Testing

1. Provide written category 6 certification for each "end to end cable run" as defined in Annex B of the EIA/TIA guidelines after installation. Documentation will include identification of each channel or cable run tested and certified.

J. Special ground requirements.

1. Provide isolated ground wire to enable needed system cabinet grounding

K. Multi-level structures, buildings where occupancy will occur on more than one level.

1. Each floor should have a primary cabling deployment races to each major area (trays or delivery systems) that support additional future cabling additions/changes.
2. Provide a data wiring system that reflects:
 - a. A horizontal cable run from each work area or data jack back to a communications closet located on the same floor, and terminating at a 110 type patch panel.
 - b. A vertical or backbone cable run that connects communications closet(s) to an identified main communication room with no less than 3 (three) terminated cable runs between each communication closet and the main communication room.
 - c. Cabling shall be 6-strand multi-mode fiber.

16.07 CATV (Cable Access TV)

- A. Cable and Components Standards
 1. Provide TASCO grade 1 picture at all tap locations.
 2. Horizontal cabling will be installed with minimum splicing, and will be continuously supported.
 3. All CATV cable will be of a different color than cable used for telephone and data cabling system.
- B. Outlet device
 1. Provide outlet and jack layout based on cabling standard as scheduled in 16.1 Electrical.
 2. Provide stainless steel face plates.
- C. Signal service.
 1. Cable Television: Current Local Vendor
 - a. Provide head end service to communication room.
 2. Satellite-receiving dish (COUNTY provided equipment)
 - a. Provide for installation of a 10' wide satellite-receiving dish adjacent to or on the building.
 - b. Provide waterproof cable/conduit for cable feed.
 - c. Provide head end service to communication room.
 - d. Coordinate with Division 2 communications.
- D. Distribution system
 1. Provide complete connection between each tap device and communication room
 2. Device locations shall be, but not necessarily limited to:
 - a. Conference room.
- E. Labeling
 1. Label both ends of each run between device and communication room to uniquely identify each run.
- F. Testing
 1. Provide written certification for each "end to end cable run". Documentation will include identification of each channel or cable run tested and certified.

16.08 Telephone System

- A. Outlet device
 1. Provide outlet and jack layout based on cabling standard as scheduled in section 16.01 Electrical.
 2. Provide stainless steel face plates.
- B. Cable
 1. 350 MHz, Category 6 cabling
- C. System
 1. Provide complete connection between each device and communication room.
 2. Provide patch panel termination in the communication room.
 3. Jacks and patch panel terminations shall be laid out in a corresponding sequential manner.
- D. Labeling

1. Label both ends of each run between jack and patch panel to uniquely identify each run.
 2. Label jacks and patch panel terminations.
- E. Testing
1. Provide written results of the tests of the cable after installation with a record of pass/fail for each pair.
- F. Backboard
1. 4 foot x 8 foot x 5/8-inch plywood attached securely to wall in communication room.
- G. Wireless antenna.
1. Provide for installation of a 5' tall-galvanized mast/tripod (similar to a Rohn Tri-mast) directional wireless LAN antenna.
 2. Mount as high up the roof as allowable.
 3. Provide waterproof cable/conduit with cable from antenna to wireless network bridge device in communication room
 4. Coordinate with Division 2 communications.

16.09 Conference Room Wiring

- A. Install HDMI and VGA cabling from the projector mount area to the audio-visual equipment area (as designated by COUNTY staff).
- B. Install 4 audio cables for speakers from the ceiling to the audio-visual equipment area (16 gauge).
- C. Install a single Cat. 6 network connection and electrical outlet near the ceiling in the conference room to facilitate the installation of a wireless access point.
- D. Install an electrical connection for a powered projector screen and install a control switch for the powered projector screen near the audio-visual equipment area.
- E. Install four cables from the communications closet to the conference room for uses as ISDN videoconferencing lines. Terminate with RJ-45 connections on both ends.
- F. Install 4 Category 6 network cables in the conference room. One network Connection should be placed on each wall.
- G. Install an electrical outlet in the ceiling for use by the LCD Projector. Outlet must provide some form of surge suppression to protect the projector.
- H. Provide a 2" conduit from the conference room to the satellite dish to allow for satellite receiver cabling.
- I. Install CATV cabling to the audio-visual equipment area (as designated by County staff).

AREA	FLOOR	BASE	WALL	FINISH	CEILING	ACOUSTIC RATE	COMMENTS
Typical Office:TYPE A	VT-1/(C-1)	WD.	G.B.	PT-1	G.B./ACT-2	II	
Typical Office:TYPE B	VT-1/(C-1)	RB-1	G.B.	PT-1	ACT-2	II	
Typical Office:TYPE C	VT-1/(C-1)	RB-1	G.B.	PT-1	ACT-2	II	
Work Area #1	VT-1/(C-1)	RB-1	G.B.	PT-1	ACT-1	II	
Work Area #2	VT-1/(C-1)	RB-1	G.B.	PT-1	ACT-1	II	
Work Area #3	VT-1/(C-1)	RB-1	G.B.	PT-1	ACT-1	II	
Lobby with Reception	CT-2	T-1	SP-1/G.B.	PT-2	G.B./ACT-2	III	
Large Conference Room	VT-2	WD.	G.B.	PT-1	G.B./ACT-2	II	
Small Conference Room	VT-1	WD.	G.B.	PT-1	G.B./ACT-2	II	
Visitation	VT-1/(C-1)	WD.	G.B.	PT-2	G.B./ACT-2	II	
Infant/Toddler Classroom	VT-1	WD.	G.B.	PT-2	G.B./ACT-2	III	
Meeting Room	VT-1	WD.	G.B.	PT-2	ACT-2	II	
Exam Room	SV-1	RB-1	G.B.	PT-1	ACT-1	II	
Resource Room	VT-1	RB-1	G.B.	PT-1	ACT-1	III	1
Kitchen Demo Room	SV-1	RB-1	G.B.	PT-1	G.B./ACT-2	III	3
Kitchenette	SV-1	RB-1	G.B.	PT-1	G.B./ACT-2	III	6
Laundry Room	SV-1	RB-1	G.B.	PT-1	ACT-1	III	5
Storage	VT-1	RB-1	G.B.	PT-1	ACT-1	NA	
Janitor Area	SV-1	RB-1	G.B.	PT-1	G.B.	NA	
Communication Room	SV-1	RB-1	G.B.	PT-1	ACT-1	III	
Public Restrooms	CT-1	CT-3	G.B./CT-3	PT-1	G.B.	III	4
Staff Restrooms/Shower	CT-1	CT-3	G.B./CT-3	PT-1	G.B.	III	2

COMMENTS KEY:

- 1 20 lineal feet cabinet type CAB-2 and CAB-3
- 2 Cabinet type CAB-1.
- 3 26 lineal feet cabinet type CAB-2 and CAB-3
- 4 Changing Station each room
- 5 6 lineal feet cabinet type 2
- 6 8 lineal feet cabinet type CAB-2, and 3 lineal feet CAB-3

Attachment #5

Proposal to Develop Office Space for the Humboldt County Department of Health and Human Services

SUBSTITUTION REQUEST No.:**PROPOSAL PACKET No.:**

Date:

Final Date For Request: 04/08/2016**Proposal Due Date: 05/23/2016**

Cc: Proposal
Holder List

TRANSMITTAL RECORD	Date Sent	Date Rec'd.
County Agent to Proposer		

NOTE: Substitution request for the Project shall be submitted on this form per Attachment #4, Part II, Section A, Division 1.05. The County shall respond with written addenda per attachment #4, Part II, Section A and B, Division 1.06.

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Date _____ Signature _____

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Date _____ Signature: _____

Attachment #6

Proposal to Develop Office Space for the Humboldt County Department of Health and Human Services

Cc: Proposal
Holder List

TRANSMITTAL RECORD	Date Sent	Date Rec'd.
County Agent to Proposer		

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SAMPLE LEASE

This Lease made this day of _____, 20____ ("Effective Date"), by and between _____, a _____, (hereinafter called "Landlord"), and the County of Humboldt, a political subdivision of the State of California, (hereinafter called "Tenant").

ARTICLE 1

REAL PROPERTY, BUILDING, AND PREMISES

1.1 **Lease of Premises.** Subject to Section 1.5 relating to Tenant's right to expand and contract the Premises, Landlord leases to Tenant and Tenant leases from Landlord those certain premises described in Exhibit A attached hereto ("Premises"), which are located in the building commonly known as _____, Assessor's Parcel No. _____ in the _____, County of Humboldt ("Building"). Subject to verification as provided in Subsection 1.4.2, the Rentable Area (as defined in Section 1.4) and Usable Area (as defined in Section 1.4) of the Premises are _____ square feet and _____ square feet, respectively, while the Rentable Area of the Building is _____ square feet. The Building, the areas servicing the Building (including any adjacent parking structure and parking area), and the land on which the Building and those areas are located (as shown on the site plan attached to this Lease as Exhibit B) are sometimes collectively referred to as the "Real Property".

1.2 **Appurtenant Rights.** Tenant shall have the right to the non-exclusive use, in common with others, throughout the term of this Lease, of all common stairways, elevators, sidewalks, plazas and walkways, easements and service alleys surrounding the Building, delivery and loading areas and facilities of the Building, elevator lobbies, telephone equipment rooms and all other common facilities in or about the Building, and the appurtenances thereto, as the same may exist from time to time. Such use shall be for Tenant and its customers, agents, employees, assignees, subtenants, licensees and invitees and shall be in common with the use of same by Landlord, its tenants, customers, agents, employees, licensees and invitees. Landlord covenants that all light and air now enjoyed by the Premises shall not be interrupted or disturbed by any act of Landlord during the term of this Lease.

1.3 **Preparation of Premises; Acceptance.** The rights and obligations of the parties regarding the construction of the Premises before the commencement of the Lease Term are stated in the Leasehold Improvement Agreement attached to this Lease as Exhibit C. If this Lease conflicts with the Leasehold Improvement Agreement, the Leasehold Improvement Agreement shall prevail. Landlord hereby represents and warrants to Tenant that Landlord shall complete the Building and the Premises in accordance with the terms and conditions of the Leasehold Improvement Agreement even in the event that Landlord fails to obtain financing for some or all of the improvements.

1.3.1 **Prevailing Wage.** Landlord acknowledges and agrees that all work on building modifications performed by Landlord at the request of Tenant shall be governed by and performed in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.). These provisions are not applicable to modifications costing not more than One Thousand Dollars (\$1,000.00).

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Humboldt County Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Lease for each craft, classification, or type of workman needed to execute the aforesaid structural modifications from the director of the State Department of Industrial Relations. Landlord herein agrees that Landlord shall post, or cause to be posted, a copy of such wage rates at the job site and shall pay

the adopted prevailing wage rates. Copies of said prevailing wage rates may be obtained from County's Clerk of the Board or the Department of Public Works.

1.4 Rentable Area and Usable Area.

1.4.1 Standard of Calculation. For purposes of this Lease, "Rentable Area," "Rentable Square Feet," "Rentable Square Footage," "Usable Area," "Usable Square Feet," and "Usable Square Footage" shall be calculated under the Building Owners and Managers Association International standards (BOMA) or gross measurement of exterior wall to wall.

1.4.2 Verification of Rentable Area and Usable Area. Within thirty (30) days after completion of construction of the Premises as provided in Exhibit C, Landlord's architect shall calculate and certify in writing to Landlord and Tenant the Rentable Area and Usable Area of the Premises and the Rentable Area of the Building. If Tenant disagrees with the determination of the Rentable Area or Usable Area of the Premises or the Rentable Area of the Building as calculated by Landlord's architect, Tenant shall provide Landlord with written notice of Tenant's disagreement ("Tenant's Notice of Disapproval") within thirty (30) days after the date on which Tenant receives the calculation by Landlord's architect. The parties shall diligently attempt in good faith to resolve the disagreement over the Rentable Area or Usable Area of the Premises or the Rentable Area of the Building within thirty (30) days after the date on which Landlord receives Tenant's Notice of Disapproval. If the parties are unable to resolve the disagreement within that period of time, the dispute shall be resolved by arbitration under Article 23, except that the arbitrator must be a licensed architect with a minimum of five (5) years' experience in designing office buildings similar to the Building, and the arbitrator must render a final decision within forty-five (45) days after the date on which the arbitrator is selected.

1.4.3 Adjustment of Rent. On the final determination of the Rentable Area of the Premises and the Building, if the Rentable Area of either is different from that stated in Section 1.1, Rent that is based on the Rentable Area shall be recalculated in accordance with that final determination. On the recalculation of Rent as provided in this Subsection 1.4.3, the parties shall execute an amendment to this Lease stating the recalculated Rent. Execution of that amendment shall not be a condition precedent to the effectiveness of the recalculated Rent. If there is a dispute over the Rentable Area of the Premises or the Building that has not been settled as provided in Subsection 1.4.2 by the date on which Tenant is required to begin paying Rent under this Lease, Tenant shall pay to Landlord the Rent stated in Section 4.1 until final determination of the Rentable Area of the Premises. If the Rent after final determination of the Rentable Area of the Premises is more than the Rent specified in Section 4.1, the deficiency must be paid by Tenant to Landlord, without interest, within thirty (30) days after that final determination. If the Rent after final determination of the Rentable Area of the Premises is less than the Rent in Section 4.1, Landlord shall credit the overpayment made by Tenant to the next Rent due, without interest.

1.5 Expansion of Office Space.

1.5.1 Option to Expand. Landlord hereby grants Tenant the option to expand the Premises by including an additional _____ square feet of contiguous Rentable Area as outlined in blue on Exhibit D ("Option Space") to the Premises to be effective no later than _____ of the Lease Term; provided, however, that Tenant exercises the option to expand by written notice delivered by Tenant to Landlord no later than _____ of the Lease Term. Upon Tenant's exercise of the option and occupancy of the Option Space, the Option Space or part of it shall be included within the Premises and leased to Tenant pursuant to the provisions of this Lease, including, without limitation, the provisions relating to the rights and obligations of the parties with respect to alterations. Rent for the Option Space shall be the Rent in effect under this Lease at the commencement of Tenant's occupancy of the Option Space. The rent payable under this Lease shall be increased by the amount of rent attributable to the Option Space or part of it that is leased by Tenant. The parties shall immediately execute an amendment to this Lease stating the addition of the Option Space or part of it to the Premises. Upon receipt of Tenant's notice to exercise the option,

Landlord shall design and construct such space in accordance with the terms set forth in Exhibit E. Tenant shall be entitled to a tenant improvement allowance of _____ per square foot of Rentable Area for the Option Space.

1.5.2 Right of First Refusal. Landlord shall not lease all or any part of the area of the Building in which the Premises are located (throughout the term of this Lease, including any and all extensions exercised by Tenant) or any part of the area of the [planned building] as outlined in green on Exhibit D (throughout the initial Lease Term) ("Expansion Space") to a third person for a period longer than a month-to-month basis unless Tenant has declined to exercise its right of first refusal as described below. At any time that Landlord determines to lease or extend any existing lease covering all or part of the Expansion Space, Landlord shall notify Tenant of the rent for which Landlord is willing to lease the Expansion Space, or part of the Expansion Space to a third party. If Tenant, within _____ business days after receipt of Landlord's notice, indicates in writing its agreement to lease the Expansion Space or part of it, the Expansion Space or part of it shall be included within the Premises upon occupancy of the Expansion Space by Tenant and the Expansion Space shall be leased to Tenant pursuant to the provisions of this Lease, including, without limitation, the provisions relating to the rights and obligations of the parties with respect to alterations. Rent for the Expansion Space shall be the Rent in effect under this Lease at the commencement of Tenant's occupancy of the Expansion Space. Upon occupancy of the Expansion Space, the rent payable under this Lease shall be increased by the amount of rent attributable to the Expansion Space or part of it that is leased by Tenant. The parties shall immediately execute an amendment to this Lease stating the addition of the Expansion Space or part of it to the Premises. Upon receipt of Tenant's notice to lease the Expansion Space, or portion thereof, Landlord shall design and construct such space in accordance with the terms set forth in Exhibit E. Tenant shall be entitled to a tenant improvement allowance of _____ per square foot of Rentable Area for Expansion Space. If Tenant does not indicate within _____ business days its agreement to lease the Expansion Space or part of it, Landlord thereafter shall have the right to lease or extend the lease covering the Expansion Space or part of it to a third party at the rent stated in the notice, provided that, if the lease or extension affects the Building, then the lease or the extension shall not be longer than _____. The provisions of this Section 1.5.2 shall be operative each time Landlord determines to lease all or part of the Expansion Space to a third person.

1.6 Reduction of Office Space. Tenant shall have the right to reduce the Rentable Area of the Premises by following the procedures set forth in Section 2.6.3.

ARTICLE 2

TERM

2.1 Term. The term of this Lease ("Lease Term") shall commence on the Commencement Date provided for in Section 2.2 below and shall end upon the expiration of ten (10) years following said Commencement Date plus the number of days between the Commencement Date and the first day of the next successive calendar month if the Commencement Date occurs on a day other than the first day of a calendar month ("Lease Expiration Date"), subject to any option, renewal or extension rights of Tenant as provided for in this Lease.

2.2 Commencement Date. The Lease Term shall commence on the later of the following dates (the "Commencement Date"): (a) _____, or (b) the date that is the earlier of the day on which Tenant commences operation of its business in the Premises or the day that is the first Monday following the elapse of thirty (30) days from actual receipt by Tenant of written notice from Landlord that the work to be done in the Premises by Landlord pursuant to the provisions of Exhibit C is substantially completed. Notwithstanding the foregoing, if Tenant receives actual written notice from Landlord more than thirty (30) days prior to the date stated in subclause (a) of the preceding sentence that the work to be done in the Premises by Landlord is substantially completed and if Tenant commences operation of its business in the Premises prior to the date stated in said subclause (a), then

this Lease shall commence on the date that Tenant commences operation of its business in the Premises. Upon the determination of the Commencement Date, Landlord and Tenant shall execute a written acknowledgment of the Commencement Date and shall attach it to this Lease as Exhibit F.

2.3 Substantial Completion of Landlord's Work. The work to be done in the Premises by Landlord pursuant to the provisions of Exhibit C shall be "substantially completed" when Landlord has delivered to Tenant a temporary or final certificate of occupancy for the Premises and Landlord's work has been substantially performed, although minor details or adjustments that do not interfere with Tenant's use of such space may have not been completed. Landlord shall diligently pursue completion of any minor details or adjustments that have not been performed at the time Landlord gives the aforesaid notice of substantial completion to Tenant. Notwithstanding anything contained herein to the contrary, if, after receiving the aforesaid notice from Landlord that the Landlord's work is substantially completed, Tenant shall be delayed in installing and completing or having installed and completed any finishing work necessary for the operation of Tenant's business in the Premises (including, without limitation, files, reproduction and other office equipment, and telephone communications facilities) or in completing the move or installation of substantially all of its furniture and other equipment into the Premises so as to be able to commence its business there, by reason of fire, casualty, acts of God, strikes, lockouts, or other labor troubles, inability to secure materials, governmental laws or regulations, or other causes of whatever kind beyond the reasonable control of Tenant, then the Commencement Date shall be deferred for a period of time equivalent to the period of such delay. Evidence of when the Landlord's work has been substantially performed shall be a certificate to that effect signed by Landlord's architect and Tenant's architect. Landlord agrees to use its best efforts to provide Tenant with at least thirty (30) days' advance notice of the date on which the Premises are expected to be substantially completed.

2.4 Delay in Commencement. If Landlord, for any reason whatsoever, fails to give Tenant notice by _____, that the Landlord's work in the Premises is substantially completed, as provided for above, then the Tenant may: (a) terminate this Lease by giving Landlord five (5) days prior written notice of its intention to do so; or (b) extend Landlord's time for completion thereof and delivery of possession to Tenant, and withhold from the first rental payment and subsequent rental payments as may be necessary, as liquidated damages, an amount equal to one and one-half times the Rent otherwise due for each day after said date during which Landlord has failed to give Tenant such notice of substantial completion. Notwithstanding the foregoing, if Landlord, for any reason whatsoever, fails to give Tenant notice that the Landlord's work in the Premises is substantially completed by _____, Tenant at its option shall have the right, by giving Landlord five (5) days' prior written notice of its intention to do so, to immediately cancel this Lease, and recover the additional sum of three (3) months' rent from Landlord, as liquidated damages. This agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances at the time of this Lease, and it would be extremely difficult or impossible to determine, with any degree of accuracy, the actual damages caused by such delay. Landlord's obligation to complete the Premises within the time specified in this Section 2.4 shall not be extended for any reason except delays caused by Tenant, strikes, lockouts, fires, floods, war, or civil disorder.

2.5 Option To Extend Term. Landlord grants to Tenant two (2) options to extend the Lease Term ("Extension Option") for a period of five (5) years for each ("Option Term"), subject to the conditions described in this Section 2.5.

2.5.1 Conditions of Option. The Extension Option may be exercised only by written notice delivered by Tenant to Landlord as provided in Subsection 2.5.3 and only if, as of the date of delivery of the notice, Tenant is not in material default under this Lease after the expiration of any applicable cure periods. If Tenant properly exercises the Extension Option, the Lease Term, as it applies to the entire Premises then leased by Tenant, shall be extended for the Option Term. If Tenant exercises the first Extension Option, Landlord shall, prior to the commencement of the first option term, repaint the interior of the Premises and install new carpeting throughout the Premises in a manner acceptable to Tenant.

2.5.2 Option Rent.

2.5.2.1 First Option Term. The rent payable by Tenant during the first Option Term shall be equal to the Rent per square foot in effect as of the commencement of the first Option Term increased by _____ and shall be increased annually on the anniversary of the commencement of the first Option Term by _____ thereafter.

2.5.2.2 Second Option Term. The rent payable by Tenant during the second Option Term shall be equal to the Fair Market Rental Value of the Premises as of the commencement of the Option Term. For purposes of this Section 2.5.2.2, Fair Market Rental Value of the Premises shall be the rental rate, including all escalations, at which tenants lease comparable space as of the commencement of the second Option Term. For this purpose, "comparable space" shall be office space that is: (a) not subleased; (b) not subject to another tenant's expansion rights; (c) not leased to a tenant that holds an ownership interest in the landlord; (d) not leased to a tenant under a renewal or an extension of a lease; (e) comparable in size, location, and quality to the Premises; (f) leased for a term comparable to the second Option Term; and (g) located in comparable buildings.

2.5.3 Exercise of Option. The Extension Options must be exercised by Tenant, if at all, only at the time and in the manner provided in this Subsection 2.5.3.

2.5.3.1 Exercise of First Option. If Tenant wishes to exercise its Extension Option with respect to the first Option Term, Tenant shall deliver written notice to Landlord no less than ninety (90) days before the expiration of the initial Lease Term.

2.5.3.2 Exercise of Second Option. If Tenant wishes to exercise its Extension Option with respect to the second Option Term, Tenant shall deliver written notice to Landlord no less than ninety (90) days before the expiration of the first Option Term. The parties shall have thirty (30) days after Landlord receives the option notice in which to agree on the rent for the second Option Term. If the parties agree on the rent for the second Option Term during that period, they shall promptly execute an amendment in accordance with Section 2.5.4. If the parties are unable to agree on the rent in accordance with Section 2.5.2.2 within that period, then within ten (10) days after the expiration of that period each party, at its cost and by giving notice to the other party, shall appoint a real estate appraiser with a California General Certification and at least five (5) years' full-time commercial appraisal experience in the area and market segment in which the Premises are located to appraise and set the rent in accordance with Section 2.5.2.2 for the second Option Term. If a party does not appoint an appraiser within ten (10) days after the other party has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the rent for the second Option Term. If the two appraisers are appointed by the parties as stated in this Section, they shall meet promptly and attempt to set the rent. If they are unable to agree within thirty (30) days after the second appraiser has been appointed, they shall attempt to elect a third appraiser meeting the qualifications stated in this Section within ten (10) days after the last day the two appraisers are given to set the rent. If they are unable to agree on the third appraiser, either of the parties to this Lease by giving ten (10) days' notice to the other party can file a petition with the American Arbitration Association solely for the purpose of selecting a third appraiser who meets the qualifications stated in this Section. Each party shall bear half the cost of the American Arbitration Association appointing the third appraiser and of paying the third appraiser's fee. The third appraiser, however selected, shall be a person who has not previously acted in any capacity for either party. Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the rent for the second Option Term. If a majority of the appraisers are unable to set the rent within the stipulated period of time, the three appraisals shall be added together and their total divided by three; the resulting quotient shall be the rent for the Premises during the second Option Term. In setting the minimum monthly rent for the second Option Term, the appraiser or appraisers shall consider the use to which the Premises are restricted under this Lease and shall not consider the highest and best use for the Premises without regard to the restriction on use of the Premises contained in this

Lease. If, however, the high appraisal is more than five percent (5%) higher than the middle appraisal, the high appraisal shall be disregarded. If the high appraisal is disregarded, the remaining two appraisals shall be added together and their total divided by two; the resulting quotient shall be the rent for the Premises during the second Option Term. After the rent for the second Option Term has been set, the appraisers shall immediately notify the parties. If Tenant objects to the rent that has been set, Tenant shall have the right to have the Lease expire at the end of the first Option Term. Tenant's election to allow this Lease to expire at the end of the first Option Term must be exercised within thirty (30) days after receipt of notice from the appraisers of the rent.

2.5.4 Amendment to Lease. If Tenant timely exercises its Extension Options, Landlord and Tenant shall promptly execute an amendment to this Lease extending the Lease Term on the terms and conditions set forth in this Section 2.5. Execution of that amendment shall not be a condition precedent to the effectiveness of the Option Term.

2.6 Termination by Tenant.

2.6.1 Non-appropriation of Funds. Tenant may terminate this Lease, in accordance with Section 2.6.3 below, with respect to all or part of the Premises upon ninety (90) days prior written notice to Landlord ("Termination Notice") on the happening of any one or more of the following events: (a) the County Board of Supervisors fails to appropriate sufficient funds for the rental of the property covered by this Lease; (b) the County Board of Supervisors discontinues, in whole or in part, the program or agency for which the Premises were leased; or (c) the funding, whether County, State or Federal, for the program or agency for which the Premises were leased is reduced or withdrawn.

2.6.2 Discretionary Termination. At any time after _____, Tenant shall have the option, on notice to Landlord ("Termination Notice"), to terminate this Lease with respect to all or part of the Premises, in accordance with Section 2.6.3 below.

2.6.3 Termination Procedures.

2.6.3.1 Exercise of Termination Right. The Premises subject to any Termination Notice shall be referred to as the "Canceled Premises." The termination shall be effective as of ninety (90) days, in the case of a termination under Section 2.6.1, and sixty (60) days in the case of a termination under Section 2.6.2, after Tenant delivers the Termination Notice to Landlord ("Lease Termination Date"). Tenant's delivery of the Termination Notice to Landlord shall be accompanied by an amount equal to the Lease Termination Fee, as defined in this Section 2.6.3.

2.6.3.2 Lease Termination Fee. Before giving the Termination Notice, Tenant shall give Landlord a preliminary notice stating Tenant's intention to exercise the right to terminate and the proposed Lease Termination Date. Within thirty (30) days after receiving the preliminary notice from Tenant, Landlord shall notify Tenant of the amount of the Lease Termination Fee based on the appropriate Lease Termination Date set forth in Tenant's notice. The Lease Termination Fee shall be equal to the "Unamortized Value as of the Lease Termination Date" of the "Lease Concessions," as defined in this Subsection 2.6.3.2.

2.6.3.2.1 Lease Concessions. For purposes of this Subsection 2.6.3.2.1, "Lease Concessions" shall be equal to the sum of (a) the amount of the tenant improvement allowance and any other improvement allowance granted by Landlord in connection with Landlord's delivery of the Canceled Premises to Tenant; and (b) the amount of the free rent or rent abatement granted to Tenant in connection with the lease of the Canceled Premises.

2.6.3.2.2 Unamortized Value as of Lease Termination Date. The "Unamortized Value as of the Lease Termination Date" of the Lease Concessions shall be equal to the product of:

(a) The number of months of the Lease Term remaining after the Lease Termination Date until the original Lease Expiration Date; and

(b) The Monthly Amortization Amount, as determined in Subsection 2.6.3.2.3.

2.6.3.2.3 Monthly Amortization Amount. The "Monthly Amortization Amount" shall be determined as if it were a component of an annuity, using:

(a) The amount of the Lease Concessions, not including any concessions for Tenant's expansion options, as the present value of the annuity;

(b) [##Number of months in the initial term] as the number of monthly payments of the annuity, commencing on the Lease Commencement Date and ending on the Lease Expiration Date; and

(c) The Monthly Amortization Amount (the missing component) as the monthly payment amount under the annuity.

2.7 Holding Over. Any holding over by Tenant shall not be nor be construed to be a renewal of the term of this Lease but shall constitute a month to month tenancy which may be terminated by either party upon ninety (90) days prior written notice to the other party, and shall otherwise be on the same terms and conditions herein set forth.

ARTICLE 3

USE OF PREMISES

3.1 Tenant's Use. The Premises shall be used for any lawful purpose.

3.2 Landlord's Obligations. Landlord shall lease space in the Building only for purposes consistent with the maintenance of a first class office/commercial building of the kind and character of the Building as of the date hereof .

ARTICLE 4

RENT

4.1 Definition of "Rent"--Limited Setoff. Tenant shall pay to Landlord rent ("Rent") in equal monthly installments of \$_____, (One and ##/100 Dollars (\$1.##) per sq. ft. of the Rentable Area) in advance on or before the first day of every calendar month during the Lease Term, without any setoff or deduction except as provided in Section 5.1 and Section 20.2. Payment shall be made at the address set forth in Section 19.3 or at any other place that Landlord may from time to time designate in writing.

4.2 Initial Payment; Proration. The Rent for the first full calendar month of the Lease Term shall be paid on the Commencement Date. If any payment date (including the Lease Commencement Date) for Rent, falls on a day other than the first day of that calendar month, or if any Rent payment is for a period shorter than one calendar month, the Rent for that fractional calendar month shall accrue on a daily basis for each day of that fractional month at a daily rate equal to 1/365 of the total annual Rent. All other payments or adjustments that are required to be made under the terms of this Lease and that require proration on a time basis shall be prorated on the same basis.

4.3 Rental Adjustments. Rent shall be adjusted as follows: _____

4.4 Rental Credit. [describe any free rent or rent credit].

ARTICLE 5

MAINTENANCE

5.1 Maintenance of Building and Premises. Except as otherwise provided in this Lease, during the Lease term, Landlord, at its expense, agrees to maintain the Building and the Premises, including landscaping, in first class condition appropriate for a building of this type and in this location. This obligation shall include, but not by way of limitation, the maintenance and repair of any air conditioning, heating, ventilating, elevator, sprinkler, sewage, electrical, water supply or steam system, foundation, superstructure, structural roof, roofing membrane, exterior walls, and other structural members and parts of the Building, all ordinary maintenance of the exterior portions of the Building such as painting and/or washing the exterior walls and windows, maintaining the exterior portions of the Building, polishing or waxing any exterior components, cleaning and maintaining sidewalks adjacent to the Building, rubbish removal and all interior maintenance, repair and replacement, including, without limitation, the replacement of fluorescent lighting ballasts and restroom supplies. In addition, Landlord shall provide, for the use by Tenant and its customers, agents, employees, assignees, subtenants, licensees and invitees during Tenant's normal business hours (i.e., 7:00 a.m. - 6:00 p.m.) as the same may be established from time to time, building utility services and elevators and building maintenance personnel who shall, at the option of Landlord, be either on duty in the Building or reasonably available to the Tenant and capable of promptly performing the services or work required. Landlord shall have thirty (30) days after notice from Tenant to perform its obligations under this Section, except that Landlord shall perform its obligations immediately if the nature of the problem presents a hazard or emergency or substantially interferes with Tenant's use of the Premises. If Landlord does not perform its obligations within the time limitations in this Section, Tenant can perform the obligations and have the right to be reimbursed for the sum Tenant actually expends in the performance of Landlord's obligations. If Landlord does not reimburse Tenant within fifteen (15) days after demand from Tenant, Tenant shall have the right to withhold from future Rent due the sum Tenant has expended until Tenant is reimbursed in full.

5.2 Maintenance by Tenant. Tenant shall be responsible for the maintenance, including repair and/or replacement desired by Tenant, of its interior signs, furnishings and other personal property used in connection with the Premises. Tenant shall not be responsible for any of the items which are Landlord's responsibilities.

ARTICLE 6

UTILITIES, SERVICES AND TAXES

6.1 Tenant to Pay Utilities. Tenant shall pay for all electricity, gas, and telephone/computer services supplied to the Premises.

6.2 Failure to Furnish Utilities. Except as hereinafter provided, Landlord shall not be liable for any failure to furnish any of such services or utilities when such failure is caused by strikes, lockouts, other labor troubles or other conditions beyond Landlord's reasonable control (financial inability excepted), and Tenant shall not be entitled to any damages nor shall any such failure relieve Tenant of the obligation to pay Rent, or constitute or be construed as a constructive or other eviction of Tenant. Notwithstanding the foregoing, Rent of any kind provided in this Lease shall be equitably abated in the event Landlord, for whatever reason, is unable to supply any of the Building's sanitary, electrical, heating, air conditioning, water or other systems serving the Premises for a period of twenty-four (24) hours, unless the damage or defective condition relating to such systems is caused by: (a) Tenant, its

employees, licensees or invitees; or (b) strike, lockout or other labor troubles; or (c) other conditions beyond Landlord's reasonable control (financial inability excepted). If the damage or defective condition is caused by one of the above three listed reasons, then the amount of such abatement shall be agreed upon by Landlord and Tenant or, in the event Landlord and Tenant are unable to agree on such abatement, the amount shall be determined in an arbitration proceeding (pursuant to the terms of Article 23) according to the extent to which such unavailability interferes with Tenant's normal business operations on the Premises. If Landlord's failure to furnish any such services or utilities to the Premises or to supply any of the Building's sanitary, electrical, heating, air conditioning, water or other systems serving the Premises for any period of time is caused by any negligence or willful act of Landlord, or Landlord's agents or contractors, there shall be an immediate abatement of Rent for the period of such failure or lack of supply. In the event of any stoppage or interruption of services, Landlord shall use its best efforts to restore said services as soon as possible. Tenant, however, shall have the right, at its option, to terminate this Lease if any such stoppage or interruption of said services continues for any reason for more than fourteen (14) consecutive days.

6.3 Security Services. Landlord shall provide security services for the Building and Real Property in accordance with the specifications attached to this Lease as Exhibit G. Subject to the terms and conditions of the Leasehold Improvement Agreement, Tenant shall have the right to install or have installed in the Premises, a card key access system or other security system.

6.4 Janitorial Services. Landlord agrees to provide reasonable bonded cleaning service consistent with first class buildings for the Premises and for all of the public and common areas in the Building and appurtenances thereto, including the elevators and stairways. Such services shall include those set forth in Exhibit H attached hereto and incorporated herein by this reference. Tenant shall have the right for any reason whatsoever or for no reason, upon thirty (30) days notice to Landlord, to assume responsibility for providing janitorial service and supplies, and in said event, the Rent due under this Lease shall be reduced by _____ per Rentable Square Foot.

6.5 Property Taxes. Landlord shall pay all real property taxes and general and special assessments levied and assessed against the premises.

ARTICLE 7

ALTERATIONS AND IMPROVEMENTS

During the term of this Lease, Tenant shall make no alterations, installations, additions, or improvements to the Premises costing more than Ten Thousand Dollars (\$10,000.00) without submitting to Landlord plans and specifications therefor and obtaining Landlord's written consent, which consent will not be unreasonably withheld or delayed. Landlord, without any cost to itself, shall cooperate with Tenant in securing building and other permits and authority necessary from time to time for any work permitted under this Lease. Tenant may at any time remove any equipment and trade fixtures installed by Tenant in the Premises. Improvements made by Tenant at any time to the Premises during the terms of this Lease shall be and remain the property of Tenant.

ARTICLE 8

PARKING

Included in Tenant's rental herein is the right of Tenant's customers and invitees to have the right to use free of charge the greater of: (i) _____ parking spaces for each 1,000 square feet of Rentable Area (including all Option Space and Expansion Space occupied by Tenant) in the parking area associated with the Building in those spaces closest to the _____ side of the Building, or (ii) _____ parking spaces in the parking area associated with the Building in those spaces closest to the _____ side of the Building. Tenant shall have the right to require Landlord to appropriately designate _____

percent (##%) of the spaces as reserved for employees and customers of Tenant. In the event Landlord installs a system of charging for parking in the parking area, Landlord shall establish and make available to Tenant no charge validations issued to Tenant's customers and invitees for the use of such parking to the extent of said parking spaces in the parking area.

ARTICLE 9

INSURANCE AND INDEMNITY

9.1 Landlord's Insurance.

9.1.2 THIS LEASE SHALL NOT BE EXECUTED BY TENANT and the Landlord is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

9.1.3 Without limiting Landlord's indemnification provided herein, Landlord shall obtain and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Landlord, its agents, employees or subcontractors.

9.2 Comprehensive or Commercial General Liability Insurance. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

(a) The Tenant, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of Landlord. The coverage shall contain no special limitations on the scope of protection afforded to the Tenant, its officers, agents, and employees.

(b) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for nonpayment of the premium) to Tenant by mail.

(c) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(d) For claims related to this project, the Landlord's insurance is primary coverage to the Tenant, and any insurance or self-insurance programs maintained by the Tenant are excess to Landlord's insurance and will not be called upon to contribute with it.

(e) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to Tenant, its officers, employees, and agents.

9.3 Workers' Compensation Coverage. Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against Tenant, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

9.4 Fire and Extended Coverage Insurance. At all times during the term of this Lease, Landlord shall keep the Building (excluding the land) insured against damage and destruction by fire, vandalism, and other perils covered by the broadest extended coverage endorsement obtainable with insurance companies acceptable to Tenant and licensed to do business in the State of California, in the amount of 90% of the full replacement value of the Building (excluding the land) in its entirety, including debris removal. The insurance policies required above shall provide that the replacement cost of the Building (excluding the land) shall be redetermined by Landlord subject to approval by Tenant in intervals of no more than one year. The insurance policies shall include an endorsement entitled "Average Clause (Stipulated Amount) and Waiver of Inventory and Appraisal Clause", and in the event such endorsement is not obtainable, Tenant shall not be responsible to Landlord for any coinsurance penalties assessed by any insurance company because of the failure of Landlord to carry sufficient insurance for the Building. Such insurance shall insure the interests of both Landlord and Tenant in the Building and all other improvements and appurtenances on the land, as their respective interests may appear from time to time and shall name Tenant as an additional insured and other tenants may be added as additionally insured.

9.5 Proceeds. Any moneys collected from the insurance company or companies pursuant to Section 9.4 hereof from damage or destruction to the Building, or any part thereof, shall be held by Landlord in trust to be used and applied exclusively in accordance with Article 10 entitled "Destruction and Untenantability of Premises."

9.6 Rental Interruption Insurance

9.6.1 Landlord agrees to purchase at its own expense and to keep in force during the term of this Lease, a policy or policies of rental interruption insurance to cover one hundred percent (100%) of the rent payable by all tenants occupying the building.

9.7 Other Insurance Matters

9.7.1 Landlord shall furnish Tenant with certificates and original endorsements effecting the required coverage prior to execution of this agreement by Tenant. The endorsements shall be on forms as approved by the Tenant's Risk Management or Tenant's Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by Tenant.

9.7.2 In the event Tenant receives a thirty (30) day written notice of cancellation concerning any of the required policies, or should Landlord fail to have in effect the required coverage at anytime during this lease, Tenant may give notice to Landlord to reinstate or acquire the affected coverage. Should Landlord fail to reinstate or acquire the affected coverage within ten (10) days of Tenant's notice to reinstate or acquire the affected coverage, Tenant may either terminate the lease, reinstate or acquire the affected coverage, and Landlord shall reimburse Tenant for the necessary cost at Tenant's option.

9.7.3 All coverages shall be with insurance carriers licensed and admitted to do business in California. All coverages shall be with insurance carriers acceptable to Tenant.

9.8 Tenant's Insurance

9.8.1 Without limiting Tenant's indemnification provided herein, Tenant shall obtain and maintain, throughout the period of the agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Tenant, its agents, employees or subcontractors.

9.9 Comprehensive or Commercial General Liability Insurance Comprehensive or Commercial Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in the amount of \$1,000,000 per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

(a) The Landlord, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of Tenant. The coverage shall contain no special limitations on the scope of protection afforded to the Landlord, its officers, agents, and employees.

(b) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to Tenant by mail.

(c) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(d) For claims related to this project, the Tenant's insurance is primary coverage to the Landlord, and any insurance or self-insurance programs maintained by the Landlord are excess to Tenant's insurance and will not be called upon to contribute with it.

(e) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to Landlord, its officers, employees, and agents.

9.10 Workers' Compensation Coverage Tenant is in compliance with the provisions of the California Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation and employers' liability or to undertake self-insurance in accordance with the provisions of that code.

9.11 Hold Harmless/Indemnification Clause.

9.11.1 Pursuant to Government Code section 895.4, the parties to this Lease shall indemnify, defend and hold harmless the other party hereto and its officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of its own acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Lease and any amendments hereto.

9.11.2 Acceptance of insurance required by this Lease does not relieve Landlord from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Landlord's operations regardless if any insurance is applicable or not.

ARTICLE 10

DESTRUCTION AND UNTENANTABILITY OF PREMISES

10.1 Loss -- Insured or Uninsured. Subject to the options to terminate hereinafter provided in this Article 10, if during the Lease Term, the Building or any portion thereof is damaged by fire, earthquake or other casualty or peril, Landlord shall with all due diligence (upon receipt of insurance proceeds) repair or rebuild the Building and the Premises to the condition at least equal to that existing

immediately prior to said damage. In connection therewith, Landlord shall use any such insurance proceeds for such purpose, together with any Insurance proceeds received by Tenant by reason of insurance on improvements made by it in excess of the actual amount needed to replace or restore Tenant's improvements, fixtures and equipment, provided that any such proceeds received by Tenant shall only be used for the replacement or restoration of Tenant's improvements, fixtures and equipment. If, by reason of the provisions of any mortgage or deed of trust executed by Landlord encumbering the Building, insurance proceeds are required to be made payable to the lienholder and/or the policies of insurance placed in its custody, Tenant hereby consents thereto, provided that the lienholder in question shall first agree in writing with Landlord to make the proceeds of said insurance available for the repair and restoration of the Building.

10.2 Major Damage. For purposes of this Article 10, "major damage" to the Building resulting from fire, earthquake or any other casualty or peril is defined as damage to such extent that the estimated cost of full repair of such damage is greater than fifty percent (50%) of the then full replacement value of the Building as required for purposes of the then existing insurance policies provided for in Article 9. Any other damage to the Building from any such casualty or risks shall be deemed to be "non-major."

10.3 Tenant's Option to Terminate in Certain Events. If during the Lease Term the Building or any portion thereof receives damage to such an extent that the cost to repair the damage exceeds twenty percent (20%) of the then full replacement value of the Building and the effect of which is to render the Premises untenable, in Tenant's opinion, for continued occupancy for a period of two hundred forty (240) days or more, then Tenant shall have the option to terminate this Lease upon thirty (30) days' notice to Landlord.

10.4 Landlord's Option to Terminate in Event of Major Damage to Building. If during the Lease Term the Building or any portion thereof receives major damage, Landlord shall have the option to terminate this Lease on sixty (60) days' written notice to Tenant, provided that Landlord also terminates the leases of all other tenants of the Building, in which event proration of Rent shall be made to be effective upon the date of such damage, and Landlord shall have no further obligations to Tenant. Notwithstanding the foregoing, Landlord shall have the absolute obligation to rebuild the Building after major damage in the manner set forth in Section 10.1 if either (a) the insurance proceeds are sufficient to pay for such rebuilding and Tenant does not elect to terminate this Lease under Section 10.3 above, or (b) Tenant gives notice, in writing, prior to the expiration of the 60-day period set forth above, that it desires to have the Building, or so much thereof as may be necessary to constitute a complete architectural unit, restored to a condition which will provide Tenant with suitable facilities, satisfactory in Tenant's sole opinion for its continued use of the Premises, and that Tenant will supply any additional funds, if any, that may be necessary, in addition to any insurance proceeds, to pay for such partial rebuilding. If Tenant gives such notice to Landlord, Tenant and Landlord shall each agree upon the plans and specifications for such rebuilding, the cost thereof, and the method by which Tenant shall supply to Landlord the additional funds necessary for such rebuilding, and the Rent necessary for such rebuilding, and the Rent paid by Tenant shall be equitably reduced in accordance with its contribution of additional funds toward such rebuilding by amortizing such contribution over the then remaining Term. If Landlord and Tenant are unable to agree on any aspect of such rebuilding, the matter shall be submitted to arbitration in accordance with the provisions of Article 23.

10.5 Proration. In the event of termination pursuant to the provisions of this Article 10, Tenant shall surrender to Landlord possession of the Premises and shall pay to Landlord any Rent hereunder accruing to the date of such damage.

10.6 Abatement of Rent. In the event that after any damage or destruction this Lease is not terminated in accordance with its provisions, Rent shall be equitably prorated and abated during the period commencing with the date of the casualty and continuing until such repairs are completed in the proportion that the Rent of the part usable by Tenant for the normal operation of Tenant's business on

the Premises bears to the rental of the total space then leased by Tenant, taking into consideration the rental rate per square foot for the space for which the proration is made and any adverse effects and disruptions to Tenant's business caused during the period of such repairs.

ARTICLE 11

EMINENT DOMAIN

11.1 Appropriation. In the event of any taking of or damage to all or any part of the Building or Premises, including any interest therein or appurtenant thereto, by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding, inverse condemnation or otherwise, or in the event of any transfer, conveyance, or sale of all or any part of the Building or Premises, including any interest therein, or appurtenant thereto made in lieu of an exercise of the power of eminent domain (all of the foregoing being hereinafter referred to as "appropriation") prior to or during the Lease Term, the rights and obligations of Landlord and Tenant with respect to such appropriation, each time there is an instance of such appropriation, shall be governed by the provisions of this Article 11.

11.2 Date of Appropriation. For the purposes of this Article 11, the date of appropriation shall be the date upon which the condemning authority takes possession of all or any part of the Building or any interest therein or appurtenant thereto, or the date upon which Tenant is required by the condemning authority to commence vacating the Premises or any portion thereof, or any interest therein or appurtenant thereto, as a result of such appropriation, whichever date shall first occur.

11.3 Appropriation of All of the Building. In the event of appropriation of all of the Building, this Lease, subject to all provisions of this Article 11 pertaining to payments to be made shall terminate as of the date of such appropriation.

11.4 Appropriation of Less Than All of the Building or Premises.

11.4.1 General Provisions. Except as provided below in this Section 11.4, in the event of appropriation of less than all of the Building or of the Premises, this Lease shall continue in full force and effect, except that, as to the portion of the Premises so appropriated, this Lease shall terminate as of the date of appropriation.

11.4.2 Right to Terminate

(a) If the appropriation shall render the Premises unavailable or unsuitable, in Tenant's sole opinion, to continue Tenant's normal use of the Premises, Tenant shall have the right to terminate this Lease. Exercise of such right by Tenant shall be made by written notice to Landlord on or before thirty (30) days after the date of Tenant's receipt of written notice of appropriation. Any such termination shall be effective as of the date of the appropriation.

(b) Subject to the provisions of Section 11.4.5, in the event that fifty percent (50%) or more of the rentable area of the Building (as it existed on the date of the appropriation) should become untenanted or unoccupied because the appropriation renders such space unavailable or untenable, Landlord shall have the right to terminate this Lease, provided that Landlord also terminates the leases of all other tenants of the Building. Exercise of such right shall be made by notice to Tenant on or before thirty (30) days after the date of receipt of notice of appropriation.

11.4.3 Abatement of Rent. The Rent for the remainder of the Lease Term shall be prorated in the same proportion that part of the Premises usable by Tenant for the normal operation of its business bears to the total Premises immediately prior to the appropriation, taking into consideration the Lease rental rate per square foot for the space for which the proration is made. Rent

shall also be abated for any portion of the Premises that is not appropriated but is rendered temporarily unusable by virtue of repairs or restoration necessitated by the appropriation of other space.

11.4.4 Restoration of Premises by Landlord. If this Lease is not terminated pursuant to Section 11.4.2 and subject to Section 11.4.5, Landlord will make any restoration of the remainder of the Building and the Premises necessitated by reason of the appropriation of less than all of the Building as promptly as reasonably practicable to as close to the same condition (as circumstances permit) as existed immediately prior to such appropriation.

11.4.5 Restoration of Premises with Tenant Funds. If Landlord would otherwise have the right to terminate the Lease pursuant to Section 11.4.2(b), Landlord shall not have the right to terminate this Lease if Tenant, within thirty (30) days after notice from Landlord that Landlord has elected to terminate this Lease pursuant to Section 11.4.2(b), notifies Landlord that Tenant desires to have the Building, or so much thereof as may be necessary to constitute a complete architectural unit, restored to a condition which will provide Tenant with suitable facilities in Tenant's sole opinion for its continued use of the Premises and that Tenant will supply any additional funds, if any, that may be necessary, in addition to the net amount of the award paid to Landlord under the provisions of Section 11.6, including severance damages (without offset for special benefits) after first deducting any and all amounts which constitute Tenant's share of the award pursuant to Section 11.6. In such event, Tenant and Landlord shall each agree upon the plans and specifications for such rebuilding, the cost thereof, and the method by which Tenant shall supply to Landlord the additional funds necessary for such rebuilding, and the Rent payable by Tenant shall be equitably reduced in accordance with its contribution of additional funds toward such rebuilding by amortizing such contribution over the then remaining Lease Term. If Landlord and Tenant are unable to agree on any aspect of such rebuilding, the matter shall be submitted to arbitration in accordance with the provisions of Article 23.

11.5 Amounts Payable by Reason of Termination. If this Lease is terminated pursuant to Section 11.4.2, the entire award (less any amounts separately awarded to Tenant under subsections (1) through (6) below, and less the reasonable expenses of Landlord and Tenant incurred in such appropriation proceedings which shall be paid to Landlord or Tenant, as applicable) made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representative shall have the right to participate in any negotiations with respect to the amount or allocation of such award. Payment from the award shall be made first to the senior mortgage holder on the Building in an amount necessary to repay its security interest and then Tenant shall have the right to make a separate claim in the condemnation proceedings and to share in the aggregate award which is paid by the condemnor or awarded by the court specifically for: (1) the fair market value of the unexpired portion of the Lease Term (including the option to lease additional space pursuant to Section 1.5 and the option to extend the Lease Term pursuant to Section 2.5, as if all such options were fully exercised by Tenant and including Tenant's right to terminate as set forth in Section 2.6) in excess of the Rent provided for herein, exclusive of any immovable trade fixtures or improvements; plus (2) any severance damages attributable to the unexpired Lease Term plus (3) the taking of the unamortized or undepreciated value of any leasehold improvements owned by Tenant that Tenant has the right to remove at the end of the Lease Term and that Tenant elects not to remove; plus (4) reasonable removal and relocation costs for any leasehold improvements that Tenant has the right to remove and elects to remove (if condemnor approves the removal); plus (5) relocation costs under Government Code section 7262 the claim for which Tenant may pursue by separate action independent of this Lease; plus (6) any other amount in addition to the foregoing that does not reduce the amount of the award payable to the Landlord.

11.6 Damages if Lease Not Terminated. In the event of any appropriation of less than all of the Building or the Premises, if this Lease is not terminated pursuant to provisions of Section 11.4.2, the entire award made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representatives shall have the right to participate in any negotiations with respect to the amount or allocation of such award. All of such award shall be used first to reimburse Landlord and Tenant for costs incurred in such appropriation proceedings, then shall be used to repair or restore the Building as

provided in this Article 11, and any remaining balance shall be allocated between Landlord and Tenant prorata in accordance with Section 11.5.

11.7 Interest. Tenant shall be entitled to the share of any interest paid on any award to the extent the same is allocable to the amounts to which Tenant is entitled.

11.8 Abatement of Monetary Obligations of Tenant. In addition to any other abatement provided for in this Lease, all monetary obligations of Tenant hereunder shall be abated in an equitable amount based upon the interference with Tenant's normal business operations at the Premises commencing with the date of the appropriation and continuing during the period of any restoration and, in addition, for the remainder of the Lease Term to the extent that the Premises are not fully restored.

11.9 Proration and Refund of Payments. If this Lease is terminated pursuant to this Article 11, the Rent shall be prorated to the date of termination. Landlord shall repay to Tenant any Rent paid by Tenant for any period beyond the date of termination to the extent same is in excess of amounts then owed by Tenant to Landlord.

11.10 Date of Payments. All payments due Tenant from Landlord by reason of an appropriation shall be paid to Tenant without prior notice or demand and on or before the expiration of a period of ten (10) days from the date on which the amount of the award is finally determined and Landlord obtains, or has the right to obtain, whichever shall first occur, such award. If Landlord shall fail to make any such payments to Tenant on or before the expiration of such ten (10) day period, in addition to any and all other remedies available to Tenant under this Lease or otherwise, Landlord shall be obligated to pay interest to Tenant on the unpaid amount of such payments at the maximum rate permitted by law.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1 Definition of "Laws and Orders." For purposes of this Article 12, the term "Laws and Orders" includes all federal, state, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued. The term also includes government measures regulating or enforcing public access or occupational or health or safety standards for employers, employees, landlords, or tenants (including, without limitation, tenants that are public entities).

12.2 Compliance with Laws and Orders. Throughout the term of this Lease, Landlord, at Landlord's sole expense, shall comply with all Laws and Orders. Landlord shall promptly make all repairs, replacements, alterations, or improvements needed to comply with all Laws and Orders.

12.3 Rent Abatement. Subject to Subsection 20.2, Tenant's Rent shall be abated while Tenant's use and enjoyment of the Premises is disrupted by any work required by Section 12.2.

ARTICLE 13

SURRENDER

Tenant covenants that on the last day of the term or on the last day of a renewal or extension of this Lease, it will peaceably and quietly leave and surrender the Premises in as good condition as they now are, ordinary wear and tear, repairs and replacements required to be made by Landlord, loss by fire, casualty and causes beyond Tenant's control, and alterations, additions and improvements herein permitted, excepted.

ARTICLE 14

SUBORDINATION

This Lease may, at the option of Landlord, be made subordinate to any first mortgage or first deed of trust now or hereafter placed upon or affecting the real property of which the Premises form a part, and to all renewals, modifications, replacements and extensions thereof; provided that as a condition of such subordination, and only if: (a) such mortgage or deed of trust shall contain a covenant which shall permit the proceeds of all insurance policies covering the Building, improvements, equipment and/or appurtenances thereto, whether such proceeds are to be held by Landlord or the first mortgage or beneficiary, to be paid and/or made available for repair, replacement and rebuilding as provided in this Lease; and (b) a separate written agreement is entered into by the mortgagee named in any such mortgage, or by the trustee and the beneficiary named in any such deed of trust, and is recorded simultaneously with said mortgage or deed of trust, providing that notwithstanding any default in the mortgage or deed of trust and any foreclosure thereof, or the enforcement by the holder thereof of any rights or remedies, including sale thereunder, or otherwise, this Lease shall be recognized, remain in full force and effect, and the Tenant shall be permitted to remain in quiet and peaceful possession of the Premises throughout the term thereof, and any extension or renewal thereof, as long as Tenant shall not be in default under this Lease, or, if Tenant is in such default, as long as Tenant's time to cure such default shall not have expired. Such agreement shall be in the form of Exhibit I attached hereto. If Tenant has received the nondisturbance agreement in the form attached hereto as Exhibit I, Tenant shall, within thirty (30) days after Landlord's request, execute any further instruments or assurances in recordable form that Landlord reasonably considers necessary to evidence or confirm the subordination or superiority of this Lease to any such encumbrances or underlying leases. Such subordination instrument(s) shall be strictly limited to matters contained in the nondisturbance agreement, and no such instrument may increase any of Tenant's obligations or decrease any of Tenant's rights under this Lease. Tenant's failure to execute and deliver such instrument(s) shall constitute a default under this Lease only if Landlord has first delivered the nondisturbance agreement required hereunder to Tenant.

ARTICLE 15

TRANSFER OF TENANT'S INTEREST

Tenant shall have the right at any time and from time to time to assign or otherwise transfer all or any part of Tenant's interest in this Lease and to sublet the Premises, or any part thereof, provided that: (a) any assignment or subletting shall provide that the assignee or sublessee assumes and agrees to carry out and perform all of the terms and conditions of this Lease on the part of Tenant to be carried out and performed; (b) an executed copy of the assignment or subletting shall be delivered to Landlord; (c) the proposed use is consistent with the provisions of this Lease governing such matters; and (d) in the reasonable opinion of Landlord, the proposed new tenant has the financial strength to support the obligations imposed by the Lease. Upon any assignment of Tenant's entire interest in this Lease, Tenant shall be released from any further liability with respect thereto upon the written consent of Landlord, which consent Landlord agrees not unreasonably to withhold. Landlord's consent shall be deemed to have been given if within thirty (30) days of notice of assignment to Landlord, Landlord fails to object to the new tenant by written notice to Tenant, stating in detail the reasons for such objection. Notwithstanding the foregoing, Tenant shall have the right at any time and from time to time without notice to Landlord to assign or otherwise transfer all or any part of Tenant's interest in this Lease to sublet the Premises, or any part thereof, to any entity that is affiliated with Tenant.

ARTICLE 16

QUIET ENJOYMENT AND TITLE

Landlord covenants and represents that it has full right and power to execute and perform this Lease and to grant the estate demised herein, and covenants that Tenant on paying the Rent herein reserved and performing the covenants hereof shall peaceably and quietly have, hold and enjoy the Premises and all appurtenances during the full term of this Lease or any extension or renewal thereof, and further covenants and represents that Landlord has a fee simple interest in the Premises. Landlord further covenants and represents that it will stand so seized on the first of the term and will then place Tenant in actual possession of the Premises with the improvements thereon and the appurtenances thereto all in conformity with law and in a safe, clean and tenantable condition and in good order and repair.

ARTICLE 17

ENVIRONMENTAL REPRESENTATIONS

17.1 Definition of "Hazardous Material." As used in this Article 17, the term "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes:

(a) Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675);

(b) "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k);

(b) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);

(d) Petroleum products;

(e) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;

(f) Asbestos in any form or condition; and

(g) Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

17.2 Compliance with Laws. With respect to Landlord's use of the Premises, the Building and the Real Property prior to this Lease, Landlord represents and warrants to Tenant that to the best of Landlord's actual knowledge, at the commencement of the Lease, the Premises, the Building and the Real Property are in compliance with all federal, state and local laws, regulations and standards relating to the use, occupancy, production, storage, sale, disposal, or transportation of any Hazardous Materials ("Hazardous Substance Laws").

17.3 Right of Offset. With respect to Tenant's obligations to pay rent under the Lease, Tenant may, upon fifteen (15) days' written notice to Landlord, offset payment of rent to Landlord for costs and

expenses incurred by Tenant for any breach of Landlord's representations and warranties set forth in this Article 17.

17.4 Termination of Lease. In the event that Hazardous Materials are found to be present on the Premises, the Building or the Real Property through no fault of Tenant and such that the Premises, the Building and/or the Real Property are not in compliance with Hazardous Substance Laws, Tenant may, upon thirty (30) days' written notice to Landlord, terminate the Lease.

17.5 Indemnification. Landlord shall indemnify, defend with counsel reasonable and acceptable to Tenant, and hold Tenant fully harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, cost or expense, including reasonable attorneys' fees, environmental consultant fees and laboratory fees and costs and expenses of investigating and defending any claims or proceedings resulting from or attributable to: (a) the presence, disposal, release or threatened release of any Hazardous Materials that are on, from or affecting the Premises, the Building or the Real Property, including, without limitation, the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death), or property damage (real or personal) arising out of or relating to any Hazardous Materials; (c) any lawsuits or administrative action brought or threatened, settlement reached or governmental order relating to any Hazardous Materials; or (d) any violation of any laws applicable to any Hazardous Materials.

17.6 Survival. Landlord's indemnification obligations under Section 17.5 above shall survive the expiration or sooner termination of the term of this Lease.

17.7 Notices To Tenant. The parties shall give each other written notice within three (3) calendar days after the date on which either party learns or first has reason to believe that: (a) there has or will come to be located on or about the Premises, the Building or the Real Property any Hazardous Materials; (b) any release, discharge or emission of any Hazardous Materials that has occurred on or about the Premises, the Building or the Real Property; (c) any (i) enforcement, cleanup, removal or other governmental or regulatory action has been threatened or commenced against Landlord or with respect to the Premises, the Building or the Real Property pursuant to any Hazardous Substances Laws; or (ii) any claim has been made or threatened by any person or entity against Landlord or the Premises, the Building or the Real Property on account of any alleged loss or injury claimed to result from the alleged presence or release on the Premises, the Building or the Real Property of any Hazardous Materials; or (iii) any report, notice, or complaint has been made to or filed with any governmental agency concerning the presence, use or disposal of any Hazardous Materials on the Premises, the Building or any Real Property. Any such notice shall be accompanied by copies of any such claim, report, complaint, notice, warning or other communications that is in the possession of or is reasonably available to such party.

17.8 Audits. Landlord shall, upon completion of any environmental sampling and testing of the Premises, the Building or the Real Property, the surrounding soil in any adjacent areas, any groundwater located under or adjacent to the Premises, the Building or the Real Property, and/or adjoining property, provide Tenant with copies of all reports of the results of such environmental audit.

17.9 Clean-Up. If Landlord is responsible for the clean-up of any contamination of the Premises, the Building or the Real Property, Landlord shall carry out and complete, at its own cost and expense, any repair, closure, detoxification, decontamination, or other cleanup of the Premises, the Building or Real Property required by Hazardous Substance Laws. Should Landlord fail to implement and diligently pursue any such clean-up promptly upon receipt of notice thereof, then Tenant shall have the right, but not the obligation, to carry out such clean-up, and to recover all of the costs and expenses thereof from Landlord as a setoff against rental payments under the Lease if Tenant elects to cure.

ARTICLE 18

INSPECTION AND ENTRY BY OWNER

Landlord and its agents shall have the right at any reasonable time and upon at least twenty-four (24) hours' notice to Tenant, to enter upon the Premises so long as it does not interfere with the business activities of Tenant on the Premises, for the purpose of inspection, serving or posting notices, maintaining the Premises, making any necessary repairs, alterations or additions to any portion of the Premises to the extent required or permitted to Landlord under this Lease.

ARTICLE 19

NOTICE

19.1 Notices. All notices (including requests, demands, approvals, or other communications) under this Lease shall be in writing.

19.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

- (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.
- (c) When mailed by certified mail with return receipt requested, notice is effective two (2) days following mailing.
- (d) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery.

19.2 Refused, Unclaimed, or Undeliverable Notices. Any correctly addressed notice that is delivered pursuant to Section 19.1.1(b) or (d) is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

19.3 Addresses. Addresses for purposes of giving notice are set forth below:

Tenant County of Humboldt
Public Works Real Property Division
1106 Second Street
Eureka, Ca. 95501

Landlord

ARTICLE 20

DEFAULTS; REMEDIES

20.1 Landlord's Default. Landlord shall be in default of this Lease if Landlord fails or refuses to perform any provisions of this Lease that Landlord is obligated to perform if the failure to perform is not cured within thirty (30) days after notice of default has been given by Tenant to Landlord, or such shorter period if specified in this Lease. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within the thirty (30) day period and diligently and in good faith prosecutes such cure to completion.

20.2 Tenant's Remedies on Landlord's Default. Tenant, at anytime after Landlord commits a material default, can terminate this Lease or can cure the default at Landlord's cost. If Tenant at anytime, by reason of Landlord's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Tenant shall be due from Landlord to Tenant within thirty (30) days of written notice that the sum was paid, and if paid at a later date shall bear interest at the maximum rate the Tenant is permitted by law to charge from the date the sum is paid by Tenant until Tenant is reimbursed by Landlord. If Landlord fails to reimburse Tenant as required by this paragraph, Tenant shall have the right to withhold from future Rent due the sum Tenant has paid until Tenant is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. In the event Landlord disputes that it is in default, Landlord shall have the right to initiate an arbitration proceeding in accordance with Article 23 except that the arbitrator shall be appointed by the presiding judge of the Humboldt County Superior Court and once appointed each side shall have five (5) business days to submit written statements and supporting documents to the arbitrator.

20.3 Tenant's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The vacating for more than thirty (30) consecutive days or abandonment of the Premises by Tenant.

(b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, including the payment of Rent, where such failure shall continue for a period of thirty (30) days after written notice is given by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California.

20.4 Landlord's Remedies on Tenant's Default. In the event of any default by Tenant which is not cured by Tenant, Landlord can terminate this Lease by giving Tenant thirty (30) days notice of termination. The purpose of this notice requirement is to extend the notice requirement of the unlawful detainer statutes of California. On termination of the Lease for default pursuant to this paragraph, Landlord shall have the right to recover from Tenant only the following amounts for any and all damages which may be the direct or indirect result of such default:

(a) The worth, at the time of the award, of the unpaid Rent that has been earned at the time of termination of this Lease;

(b) The worth, at the time of the award, of the amount by which the unpaid Rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided;

(c) The worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided; and

(d) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default which Landlord proves could not have been reasonably avoided.

(e) Landlord shall have the option provided in Civil Code section 1951.4, which provides that, when a tenant has the right to sublet or assign (subject to reasonable limitations), the landlord may continue the lease in effect after the tenant's breach and/or abandonment and recover rent as it becomes due. Accordingly, if Landlord does not elect to terminate the Lease on account of any default by Tenant, Landlord may enforce all of Landlord's rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

"The worth, at the time of the award, " as used in "a" and "b" of this paragraph, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in "c" of this paragraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

ARTICLE 21

SIGNING

Upon the commencement of the Lease, Landlord shall provide: (a) _____ signage reasonably acceptable to Tenant (in conformance with all Laws and Orders (as defined in Article 12) identifying _____ as the principal occupant of the Building; and (b) main entry door signage. The cost of the monument sign shall be Landlord's responsibility. The cost of the lettering for the monument sign and the main entry door shall be chargeable to the tenant improvement allowance described in Exhibit C.

ARTICLE 22

BROKERAGE

Neither party has had any contact or dealings regarding the Premises or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the Lease contemplated herein, except for [_____], whose commission, if any is due, shall be the responsibility of Landlord. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealing or communication, the party through whom the broker or finder makes his or her claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

ARTICLE 23

DISPUTE RESOLUTION

23.1 Arbitration of Disputes. Any dispute that is required by the express terms of this Lease to be resolved by arbitration shall be resolved by neutral binding arbitration before a panel of three arbitrators unless otherwise agreed, to be held in accordance with the commercial/real estate arbitration

rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction over the dispute.

23.1.2 Qualifications of Arbitrators. The arbitrators shall be licensed real estate appraisers familiar with handling commercial lease matters.

23.1.3 Venue. Hearings shall be held in Eureka, California, or another venue determined by mutual agreement of the parties.

23.1.4 Demand and Limitation on Claims. Any demand for arbitration must be made in writing to the other party and to the American Arbitration Association. No demand for arbitration may be made after the date on which the institution of legal proceedings based on the claim, dispute, or other matter is barred by the applicable statute of limitations.

23.1.5 Provisional Remedies. The parties shall each have the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order, or appointment of a receiver if the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief or if there is no other adequate remedy. This application shall not waive a party's arbitration rights under this Lease.

23.1.6 Powers and Duties of Arbitrators. The arbitrators shall have the power to grant legal and equitable remedies, and award damages, that may be granted or awarded by a judge of the Superior Court of the State of California. The arbitrators shall prepare and provide to the parties a written decision on all matters subject to the arbitration, including factual findings and the reasons that form the basis of the arbitrators' decision. The award of the arbitrators shall be mailed to the parties no later than thirty (30) days after the close of the arbitration hearing. The arbitration proceedings shall be reported by a certified shorthand court reporter. Written transcripts of the proceedings shall be prepared and made available to the parties.

23.1.7 Discovery. The parties shall have the right to discovery in accordance with Code of Civil Procedure Sections 1283.05 and 1283.1 as long as the arbitrators' permission shall not be required to take a discovery deposition and neither party may take more than three depositions nor more than one set of interrogatories or requests for admissions without the approval of the other party or the arbitrators. All discovery disputes shall be resolved by the arbitrators.

23.1.8 Application of California Evidence Code. The provisions of the California Evidence Code shall apply to the arbitration hearing.

23.1.9 Costs and Fees of Arbitrators. Costs and fees of the arbitrators shall be borne by the nonprevailing party unless the arbitrators for good cause determine otherwise.

23.1.10 Attorney Fees. The prevailing party shall be awarded reasonable attorney fees, expert and nonexpert witness expenses, and other costs and expenses incurred in connection with the arbitration, in accordance with Article 24.

ARTICLE 24

ATTORNEY FEES AND COSTS

If either party undertakes litigation or arbitration against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, arbitration costs, and court costs incurred. The prevailing party shall be determined under Civil Code Section 1717(b)(1) or any successor statute.

ARTICLE 25

SMOKING

Pursuant to Humboldt County Code Section §971-1 et seq., COUNTY owned or leased premises are smoke free. Landlord shall comply with said provision.

ARTICLE 26

NUCLEAR FREE CLAUSE

Landlord certifies by its signature below that Landlord is not a nuclear weapons contractor, in that Landlord is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Landlord agrees to notify Tenant immediately if it becomes a nuclear weapons contractor, as defined above. Tenant may immediately terminate this lease if it determines that the foregoing certification is false or if Landlord becomes a nuclear weapons contractor.

ARTICLE 27

MISCELLANEOUS

27.1 Word Usage. Unless the context clearly requires otherwise: (a) the plural and singular numbers shall each be considered to include the other; (b) the masculine, feminine, and neuter genders shall each be considered to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

27.2 Counting Days. Days shall be counted by excluding the first day and including the last day. If the last day is a Saturday, Sunday, or a legal holiday as described in Government Code Sections 6700-6701, it shall be excluded. Any act required by this Lease to be performed by a certain day shall be timely performed if completed before 5 p.m. local time on that date. If the day for performance of any obligation under this Lease is a Saturday, Sunday, or a legal holiday, the time for performance of that obligation shall be extended to 5 p.m. local time on the first following date that is not a Saturday, Sunday, or a legal holiday.

27.3 Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

27.4 Force Majeure-Specific Exceptions. Unless otherwise specified (including, without limitation Section 2.4), the time for performance of an obligation other than the payment of money under this Lease shall be extended for the period during which a party is prevented from performing by acts of God, government, or other force or event beyond the reasonable control of that party.

27.5 Binding on Successors. This Lease and all of the covenants, agreements, conditions and undertakings contained herein, shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

27.6 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect or be deemed to affect the meaning of any provisions hereof.

27.7 Entire Agreement. This Lease, including all exhibits, contains all of the terms, covenants, conditions and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the terms, covenants, conditions and provisions of this Lease cannot be altered, changed, modified or added to, except in writing and signed by Landlord and Tenant. All references herein, directly or indirectly, to the term of this Lease shall also be deemed to include any extensions or renewals thereof provided Tenant herein, unless expressly provided to the contrary.

27.8 Governing Law. This Lease shall be governed exclusively by its express provisions and by the laws of the State of California, and any action to enforce the terms of the Lease or breach thereof shall be brought in Eureka, California.

27.9 No Joint Venture. By entering into this Lease, the parties intend to establish the relationship of lessor and lessee only. Nothing herein contained shall be deemed in any way or have any purpose whatsoever to constitute Landlord or Tenant a partner or agent of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other.

27.10 Invalidity. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

27.11 Construction of Lease. This Lease shall be strictly construed neither against Landlord nor Tenant, but shall be construed according to the fair meaning of its terms. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies in law or equity except as otherwise specifically provided. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the words "he", "his" or "him" if used with reference to Landlord shall be deemed to include the neuter or feminine gender of such pronoun. "Landlord" whenever used includes all grantors of the term, who shall be held bound jointly and severally hereby.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

LANDLORD:

By: _____

Title: _____

By: _____

Title: _____

ATTEST:
CLERK OF THE BOARD

COUNTY OF HUMBOLDT

BY _____

BY _____
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

INSURANCE CERTIFICATES
REVIEWED AND APPROVED:
BY _____
RISK MANAGER

**LEASE
EXHIBIT A**

[Description of Premises]

To be inserted in final contract when proposal accepted; will include Scope of Work Specifications
set forth in RFP, Attachment #4

**LEASE
EXHIBIT B**

[Site Plan]

To be inserted in final contract when proposal accepted; will include Scope of Work Specifications set forth in RFP, Attachment #4

**LEASE
EXHIBIT C**

LEASEHOLD IMPROVEMENT AGREEMENT

1. Construction of Building.

1.1 Building Improvements. Landlord shall construct the Building at Landlord's sole cost and expense, including, without limitation, the building shell, roof-mounted energy efficient HVAC units, an engineered HVAC system capable of delivering adequate heating and cooling in a sufficient number of zones to meet Tenant's needs (including vertical plenum drops but not distribution from said drops or horizontal distribution on the roof deck), roof insulation, fire sprinkler system including plugs ready to be dropped, adequate electrical power to the Building including switch gear at load and voltage engineered to meet Tenant's lighting, computer, telecommunication and other needs, utility services to the Building, including water, sewer, gas, cable television, and telecommunications ISDN, T1 and T3 service (but not distribution of said service within the Premises), a minimum of one restroom core to serve at least 200 employees in conformance with the California Plumbing Code, all site improvements including, without limitation, the parking lot and light standards, hardscape, landscape with automated sprinkler system, power transformers, utility distribution boxes, sewer and water laterals and underground drainage systems, permits, fees, demand charges, utility connection costs, and other improvements and costs pursuant to the Building Plans and Specifications (as defined below). The building improvements as depicted in the Building Plans and Specifications shall not be funded by any of the tenant improvement allowance.

1.2 Building Plans and Specifications; Construction Schedule. Landlord shall cause the Building, including, without limitation, the landscaping and paving around the Building, to be diligently constructed and completed in accordance with those certain plans and specifications attached to this Lease as Attachment C-1 and approved by Tenant (the "Building Plans and Specifications") and in accordance with the construction schedule attached hereto as Attachment C-2. Prior to the Effective Date of the Lease, Landlord shall furnish to Tenant evidence that sufficient funds will be available to complete the Building and the Premises. Such evidence shall be performance bond or bonds in the amount of one hundred percent (100%) of the total estimated construction cost of the Building, including the Premises, and shall be in the form attached hereto as Attachment C-3. Such construction shall be in full compliance with all laws, rules and regulations of all governmental authorities having jurisdiction and supervision over such construction and all restrictive covenants affecting the Building, and all such construction shall be done in a good and workmanlike manner using new materials free from any defects or deficiencies and free of any and all claims or liens arising out of any labor or materials used or purchased by Landlord in connection therewith that might otherwise affect any interest of Tenant in the Premises. Landlord shall obtain any and all certificates of occupancy and other governmental authorizations or permits which may be required as a condition to the construction and occupancy and use of the Premises and the Building.

1.3 Changes to Building Plans and Specifications. Landlord shall have the right to make changes in and additions to the Building Plans and Specifications; provided, however, that Tenant's prior written approval must be obtained in the case of any change or addition which shall:

(a) affect the location, size or treatment of the Building lobby, or the location or treatment of any entrance or access to the Premises or to the Building;

(b) affect the location of, or service provided by, the elevators in the Building or the interior treatment of elevator cabs;

(c) materially affect the ceiling heights or the location or size of any of the walls of, or any of the columns within, the Building, or materially reduce the usable or Rentable area of

any floor of the Building, except as may be necessary to comply with any applicable laws or requirements of public authorities;

(d) materially affect the Premises or the services provided by any Building facilities for Tenant's benefit;

(e) affect the number of floors in the Building or otherwise materially affect the height, shape, design, appearance, quality or material of the exterior of the Building; or

(f) impair the design, quality, functionality or performance of the Building or materially affect Tenant's use of the Premises or any other rights of Tenant under this Lease.

Tenant's approval or disapproval with respect to any change in, or addition to, the Building Plans and Specifications may be given by the Tenant's architect to Landlord's architect. Unless Tenant or Tenant's architect shall notify Landlord or Landlord's architect of Tenant's disapproval of a proposed change in, or addition to, the Building Plans and Specifications within ten (10) days after submission to Tenant's architect or revised drawings or specifications showing such change or addition, Tenant shall be deemed to have approved such change or addition.

2. Design and Construction of Premises.

2.1 Design Service. Landlord's architect shall be the architect of record for the tenant improvements. Tenant has provided Landlord with a detailed architectural program and outline specification dated _____, prepared by _____ ("Program") for the tenant improvements. Based on said Program, Landlord's architect has developed schematic design drawings and other documents illustrating the scale and relationship of the tenant improvement project components including the illustration of the option area within the Building, which are attached hereto as Attachment C-4 ("Schematic Design Documents"). Landlord's architect has submitted to Tenant's architect a preliminary estimate of the construction cost based on estimated unit costs together with an estimated schedule for the work, attached hereto as Attachment C-5. The Schematic Design Documents and related work shall be completed at Landlord's sole cost and expense and shall not be funded by any tenant improvement allowance. Landlord shall provide the following additional professional architectural services to the County:

2.1.1 Design Development. Based on the approved Schematic Design Documents, estimated schedule and construction cost estimate, Landlord's architect shall prepare, for approval by Tenant, design development documents to fix and describe the size and character of the project as to architectural, structural, mechanical, electrical, telecommunications, data and other elements. In addition, the design development documents shall include the following details: (1) a specific electrical distribution and lighting plan; (2) a separate telecommunications and computer systems wiring plan; (3) millwork and cabinet elevation drawings and door details; (4) design development mechanical plans including a zoned HVAC system showing supply and return diffusers and location of controls; and (5) other details, including, without limitation, building security and safety system plans. Landlord's architect shall advise Tenant of any adjustments to the construction cost estimate and schedule set forth in Attachment C-5. The reasonable costs of the design development phase shall be funded by the tenant improvement allowance. The design development documents shall be delivered to County no later than _____, 20__.

2.1.2 Construction Documents. Based on the approved design development documents, construction estimate and schedule, Landlord's architect shall prepare, for approval by Tenant, detailed engineered construction documents for the tenant improvements ("Premises Plans and Specifications"). At Tenant's option, Landlord's architect shall provide construction cost estimates, prepared by an independent qualified construction cost estimator, to Tenant at fifty percent (50%) and ninety percent (90%) completion of the construction documents. The cost of the Premises Plans and Specifications and the cost estimates shall be the responsibility of Tenant and shall be funded by the

tenant improvement allowance. The Premises Plans and Specifications shall be delivered to County no later than _____, 20____.

2.2 Tenant Improvement Allowance. Tenant shall be entitled to an allowance of _____ and No/100 Dollars (\$##.00) per square foot of Rentable Area toward tenant improvements. Landlord shall construct the tenant improvements pursuant to the Premises Plans and Specifications. Landlord shall obtain at least three (3) competitive bids for the work of improvement described in the Premises Plans and Specifications in compliance with the Uniform Public Construction Cost Accounting Act, Public Contract Code (PCC § 22000 et seq). Landlord shall provide said bids to Tenant for review. Landlord shall require all bidders to provide unit price guarantees, for a period not less than one year, for all materials, fixtures, finishes and labor which shall serve as the basis for change orders. Landlord shall agree to construct the tenant improvements for Tenant for the lowest qualified bid amount. Unforeseen conditions and other construction risk shall be Landlord's responsibility and shall not be funded by any tenant improvement allowance.

(A) Uniform Cost Accounting Bid Procedures (PCC § 22000 et seq.). Landlord shall comply with the bid procedures of the Uniform Public Construction Cost Accounting Act set forth in the Public Contract Code § 22000 et seq.

(1) Bid Protest

(a) Landlord shall notify Tenant within 24 hours of receipt of a bid protest in accordance with standard Public Bid policies. The notice shall be in writing and shall specify the name of the contractor protesting, the nature of the protest and the time in which the protest shall be resolved.

(b) The filing of a bid protest with Landlord shall not be cause for an extension or delay of commencement date specified in sections 2.1-2.4 of the lease.

(2) Substitution of Subcontractor

(a) It shall be the responsibility of Landlord to comply with any request for substitution of subcontractor in accordance with the procedures set forth in the Public Contract Code §4107 et seq. Landlord shall notify Tenant within 24 hours of receipt of a request for a substitution of subcontractor. The notice shall be in writing and shall specify the name of the subcontractor to be substituted, the reason for the substitution, the nature of the substitution and if allowed, the time in which the substitution shall be effective.

(b) The filing of a request for substitution of subcontractor with Landlord shall not be cause for an extension or delay of commencement date specified in sections 2.1-2.4 of the lease.

2.2.1 Hold Harmless. Landlord shall indemnify and hold harmless and, at its own risk, cost, and expense, defend Tenant, its Board of Supervisors, officers, agents, employees, and volunteers from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from Landlord's negligence or intentional failure to comply with the Uniform Public Construction Cost Accounting Act including but not limited to any bid protest or substitution of subcontractor.

The tenant improvement allowance shall not be used for any of the building improvements which are depicted in the Building Plans and Specifications or for any of the items which are Landlord's responsibility. Landlord shall comply with the applicable provisions of California Labor Code sections 1720.2 and 1770 et seq., regarding general prevailing wages. Tenant shall have the right upon notice to

Landlord to construct the tenant improvements and apply the tenant improvement allowance to the actual cost thereof. Notwithstanding anything stated to the contrary herein, in the event the lowest qualified bid amount exceeds the tenant improvement allowance (including the excess tenant improvement allowance set forth in Section 2.4 below), Tenant shall have the right to: (a) pay the excess amount; (b) redesign the tenant improvements for rebidding purposes; or (c) terminate the Lease. Notwithstanding anything stated to the contrary herein, in the event the lowest qualified bid amount is less than the tenant improvement allowance (including the excess tenant improvement allowance set forth in Section 2.4 below), Tenant and Landlord agree to reduce Tenant's monthly payment amount to reflect the difference.

2.3 Premises Plans and Specifications. Landlord shall construct the Premises and perform the work and make the installations in the Premises in accordance with the approved Premises Plans and Specifications. Landlord shall, when construction progress so permits, notify Tenant in advance of the approximate date on which the Premises will be substantially completed in accordance with the Premises Plans and Specifications and will notify Tenant when the Premises are in fact so completed and ready for occupancy by Tenant. The Premises shall be deemed to be substantially complete when Landlord has procured a temporary or final certificate of occupancy for the Premises, although minor details or adjustments which do not materially interfere with Tenant's use of the Premises have not been completed. Landlord shall diligently pursue completion of any minor details or adjustments which have not been performed at the time Landlord gives such notice to Tenant. Tenant shall have the right to present to Landlord within thirty (30) days after the Premises are delivered to Tenant, or as soon thereafter as practicable, a written "punch list" which will consist of the items that have not been finished or furnished by Landlord in accordance with the provisions of the Premises Plans and Specifications. Upon presentation of the punch list to Landlord by Tenant, Landlord shall, with due diligence, proceed to complete all defective or incomplete items on the punch list. Landlord shall execute all of the items on the punch list to Tenant's satisfaction within fourteen (14) days of Landlord's receipt of the punch list. If Landlord fails to complete all of the items within such time frame, Tenant may complete such items and Landlord shall reimburse Tenant upon demand for the reasonable costs incurred by Tenant for such work. If such costs are not paid within ten (10) days after demand, such costs shall be credited to and deducted from Tenant's next monthly installments of Rent, payable hereunder. Evidence of when the Premises have been substantially completed shall be a certificate to that effect by both Landlord's architect and Tenant's architect. Upon completion of the work, Landlord shall file a Notice of Completion and provide Tenant with a lien indemnification to insure the removal of all mechanic's liens and verification that all vendors have been fully paid and all lien rights expunged.

2.4 Excess Tenant Improvements. Tenant shall be entitled to an additional tenant improvement allowance of _____ and No/100 Dollars (\$##.00) per square foot of Rentable Area of Premises which, to the extent used, would be amortized as additional rent over the initial term of ten (10) years at a rate of _____ percent (##%) per year.

2.5 Change Orders. If Tenant requests any change, addition, alteration or deletion in the tenant improvement work following approval of the design development documents, then Landlord shall promptly give Tenant a written estimate of the cost, if any, of the professional and other services required to prepare a change order and the time delay expected, if any, because of such request. If Tenant, in writing, approved such cost and/or delay within five (5) business days, then Landlord shall have the change order prepared, and the cost thereof shall be charged to the tenant improvement allowance, or, if the tenant improvement allowance was not sufficient to cover the cost to prepare the change order, then Tenant shall promptly forward a check made payable to Landlord. The delay, if any, associated with the change order request shall extend Landlord's time for completion of the tenant improvements. Promptly upon the completion of a change order, Landlord shall notify Tenant in writing of the cost which would be chargeable or creditable to Tenant by reason of the change order and the time delay expected because of the change order. Tenant shall, within five (5) business days, notify Landlord in writing whether it desires to proceed with the change order. If Tenant notifies Landlord that

it desires to proceed with the change order, then the cost thereof shall be appropriately charged or credited to the tenant improvement allowance, or if the tenant improvement allowance is not sufficient to cover the cost of the change order, then Tenant shall forward a check made payable to Landlord in the amount of the change order cost upon completion of the change order work. The delay, if any, associated with the change order work shall extend Landlord's time for completion of the tenant improvements.

LEASE
ATTACHMENT C-1

[Attach Building Plans and Specifications]

To be inserted in final contract when proposal accepted; will include Scope of Work Specifications set forth in RFP, Attachment #4

LEASE
ATTACHMENT C-2

[Attach Construction Schedule]

To be inserted in final contract when proposal accepted; will include Scope of Work Specifications set forth in RFP, Attachment #4

LEASE
ATTACHMENT C-3

[Form of Bond]

To be inserted in final contract when proposal accepted; will include Scope of Work Specifications set forth in RFP, Attachment #4

LEASE
ATTACHMENT C-4

[Schematic Design Documents]

To be inserted in final contract when proposal accepted; will include Scope of Work Specifications set forth in RFP, Attachment #4

LEASE
ATTACHMENT C-5

[Preliminary Estimate of Construction Costs and Schedule]

To be inserted in final contract when proposal accepted; will include Scope of Work Specifications set forth in RFP, Attachment #4

**LEASE
EXHIBIT D**

[OPTION SPACE AND EXPANSION SPACE]

**To be inserted in final contract when proposal accepted ; will include Scope of Work
Specifications, Attachment #4**

**LEASE
EXHIBIT E**

**LEASEHOLD IMPROVEMENT AGREEMENT FOR
OPTION SPACE AND EXPANSION SPACE**

1. Design and Construction of Premises.

1.1 Design Service. Landlord's architect shall be the architect of record for the tenant improvements. The parties agree to use all reasonable efforts to complete the design documents for the additional space. Tenant shall provide Landlord with a detailed architectural program and outline specification for the tenant improvements (the "Program"). Based on said Program, Landlord's architect shall develop schematic design drawings and other documents illustrating the scale and relationship of the tenant improvement project components including the illustration of the option area within the Building ("Schematic Design Documents"). Landlord's architect shall submit to Tenant's architect a preliminary estimate of the construction cost based on estimated unit costs together with an estimated schedule for the work. The Schematic Design Documents and related work shall be completed at Landlord's sole cost and expense and shall not be funded by any tenant improvement allowance. Landlord shall provide the following additional professional architectural services to the County:

1.1.1 Design Development. Based on the approved Schematic Design Documents, estimated schedule and construction cost estimate, Landlord's architect shall prepare, for approval by Tenant, design development documents to fix and describe the size and character of the project as to architectural, structural, mechanical, electrical, telecommunications, data and other elements. In addition, the design development documents shall include the following details: (1) a specific electrical distribution and lighting plan; (2) a separate telecommunications and computer systems wiring plan; (3) millwork and cabinet elevation drawings and door details; (4) design development mechanical plans including a zoned HVAC system showing supply and return diffusers and location of controls; and (5) other details, including, without limitation, building security and safety system plans. Landlord's architect shall advise Tenant of any adjustments to the construction cost estimate and schedule. The reasonable costs of the design development phase shall be funded by the tenant improvement allowance. The design development documents shall be delivered to Tenant no later than ____ days after Tenant submits the Program to Landlord.

1.1.2 Construction Documents. Based on the approved design development documents, construction estimate and schedule, Landlord's architect shall prepare, for approval by Tenant, detailed engineered construction documents for the tenant improvements ("Premises Plans and Specifications"). At Tenant's option, Landlord's architect shall provide construction cost estimates, prepared by a qualified construction cost estimator, to Tenant at fifty (50%) and ninety (90%) completion of the construction documents. The cost of the Premises Plans and Specifications and the cost estimates shall be the responsibility of Tenant and shall be funded by the tenant improvement allowance. The Premises Plans and Specifications shall be delivered to Tenant no later than ____ days after Tenant approves the design development documents, construction estimate and schedule.

1.2 Tenant Improvement Allowance. Tenant shall be entitled to an allowance of ____ and No/100 Dollars (\$##.00) per square foot of Rentable Area toward tenant improvements. Landlord shall construct the tenant improvements pursuant to the Premises Plans and Specifications. Landlord shall obtain at least three (3) competitive bids for the work of improvement described in the Premises Plans and Specifications in compliance with the Uniform Public Construction Cost Accounting Act, Public Contract Code (PCC §22000 et seq.). Landlord shall provide said bids to Tenant for review. Landlord shall require all bidders to provide unit price guarantees, for a period not less than one year, for all materials, fixtures, finishes and labor which shall serve as the basis for change orders. Landlord shall agree to construct the tenant improvements for Tenant for the lowest qualified bid

amount. Unforeseen conditions and other construction risk shall be Landlord's responsibility and shall not be funded by any tenant improvement allowance.

(A) Uniform Cost Accounting Bid Procedures (PCC § 22000 et seq.). Landlord shall comply with the bid procedures of the Uniform Public Construction Cost Accounting Act set forth in the Public Contract Code § 22000 et seq.

(1) Bid Protest

(a) Landlord shall notify Tenant within 24 hours of receipt of a bid protest in accordance with standard Public Bid policies. The notice shall be in writing and shall specify the name of the contractor protesting, the nature of the protest and the time in which the protest shall be resolved.

(b) The filing of a bid protest with Landlord shall not be cause for an extension or delay of commencement date specified in sections 2.1-2.4 of the lease.

(2) Substitution of Subcontractor

(a) It shall be the responsibility of Landlord to comply with any request for substitution of subcontractor in accordance with the procedures set forth in the Public Contract Code § 4107 et seq. Landlord shall notify Tenant within 24 hours of receipt of a request for a substitution of subcontractor. The notice shall be in writing and shall specify the name of the subcontractor to be substituted, the reason for the substitution, the nature of the substitution and if allowed, the time in which the substitution shall be effective.

(b) The filing of a request for substitution of subcontractor with Landlord shall not be cause for an extension or delay of the commencement date specified in the lease amendment executed between both parties as set forth in Section 1.5.2 of the lease.

1.2.1 Hold Harmless. Landlord shall indemnify and hold harmless and, at its own risk, cost, and expense, defend Tenant, its Board of Supervisors, officers, agents, employees, and volunteers from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from Landlord's negligence or intentional failure to comply with the Uniform Public Construction Cost Accounting Act including but not limited to any bid protest or substitution of subcontractor.

The tenant improvement allowance shall not be used for any of the building improvements which are depicted in the Building Plans and Specifications or for any of the items which are Landlord's responsibility. Landlord shall comply with the applicable provisions of California Labor Code sections 1720.2 and 1770 et seq., regarding general prevailing wages. Tenant shall have the right upon notice to Landlord to construct the tenant improvements and apply the tenant improvement allowance to the actual cost thereof. Notwithstanding anything stated to the contrary herein, in the event the lowest qualified bid amount exceeds the tenant improvement allowance (including the excess tenant improvement allowance set forth in Section 1.4 below), Tenant shall have the right to: (a) pay the excess amount; (b) redesign the tenant improvements for rebidding purpose; or (c) cancel the lease amendment for option/expansion space. Notwithstanding anything stated to the contrary herein, in the event the lowest qualified bid amount is less than the tenant improvement allowance (including the excess tenant improvement allowance set forth in Section 1.4 below), Tenant and Landlord agree to reduce Tenant's monthly payment amount to reflect the difference.

1.3 Premises Plans and Specifications. Landlord shall construct the Option Space or the Expansion Space, as the case may be, and perform the work and make the installations in the Option Space or the Expansion Space, as the case may be, in accordance with the approved Premises Plans and Specifications. Landlord shall, when construction progress so permits, notify Tenant in advance of the

approximate date on which the Option Space or Expansion Space will be substantially completed in accordance with the Premises Plans and Specifications and will notify Tenant when the Option Space or the Expansion Space is in fact so completed and ready for occupancy by Tenant. The space shall be deemed to be substantially complete when Landlord has procured a temporary or final certificate of occupancy for such space, although minor details or adjustments which do not materially interfere with Tenant's use of the space have not been completed. Landlord shall diligently pursue completion of any minor details or adjustments which have not been performed at the time Landlord gives such notice to Tenant. Tenant shall have the right to present to Landlord within thirty (30) days after the Option Space or the Expansion Space have been delivered to Tenant, or as soon thereafter as practicable, a written "punch list" which will consist of the items that have not been finished or furnished by Landlord in accordance with the provisions of the Premises Plans and Specifications. Upon presentation of the punch list to Landlord by Tenant, Landlord shall, with due diligence, proceed to complete all defective or incomplete items on the punch list. Landlord shall execute all of the items on the punch list to Tenant's satisfaction within fourteen (14) days of Landlord's receipt of the punch list. If Landlord fails to complete all of the items within such time frame, Tenant may complete such items and Landlord shall reimburse Tenant upon demand for the reasonable costs incurred by Tenant for such work. If such costs are not paid within ten (10) days after demand, such costs shall be credited to and deducted from Tenant's next monthly installments of Rent, payable hereunder. Evidence of when the Option Space or the Expansion Space have been substantially completed shall be a certificate to that effect by both Landlord's architect and Tenant's architect. Upon completion of the work, Landlord shall file a Notice of Completion and provide Tenant with a lien indemnification to insure the removal of all mechanic's liens and verification that all vendors have been fully paid and all lien rights expunged.

1.4 Excess Tenant Improvements. Tenant shall be entitled to an additional tenant improvement allowance of _____ and No/100 Dollars (\$#\$.00) per square foot of Rentable Area of Premises which, to the extent used, would be amortized as additional rent over the remainder of the initial term of ten (10) years at a rate of _____ percent (##%) per year or if Tenant has exercised an option to extend the Lease, the excess Tenant improvement allowance shall be amortized over the remainder of the current option term.

1.5 Change Orders. If Tenant requests any change, addition, alteration or deletion in the tenant improvement work following approval of the design development documents, then Landlord shall promptly give Tenant a written estimate of the cost, if any, of the professional and other services required to prepare a change order and the time delay expected, if any, because of such request. If Tenant, in writing, approved such cost and/or delay within five (5) business days, then Landlord shall have the change order prepared, and the cost thereof shall be charged to the tenant improvement allowance, or, if the tenant improvement allowance was not sufficient to cover the cost to prepare the change order, then Tenant shall promptly forward a check made payable to Landlord. The delay, if any, associated with the change order request shall extend Landlord's time for completion of the tenant improvements. Promptly upon the completion of a change order, Landlord shall notify Tenant in writing of the cost which would be chargeable or creditable to Tenant by reason of the change order and the time delay expected because of the change order. Tenant shall, within five (5) business days, notify Landlord in writing whether it desires to proceed with the change order. If Tenant notifies Landlord that it desires to proceed with the change order, then the cost thereof shall be appropriately charged or credited to the tenant improvement allowance, or if the tenant improvement allowance is not sufficient to cover the cost of the change order, then Tenant shall forward a check made payable to Landlord in the amount of the change order cost upon completion of the change order work. The delay, if any, associated with the change order work shall extend Landlord's time for completion of the tenant improvements.

**LEASE
EXHIBIT F**

[Acknowledgment of Commencement Date]

**To be inserted in final contract when proposal accepted; will include Scope of Work
Specifications, Attachment #4**

**LEASE
EXHIBIT G**

[Security Service]

**To be inserted in final contract when proposal accepted; will include Scope of Work
Specifications set forth in RFP, Attachment #4**

**LEASE
EXHIBIT H**

JANITORIAL SERVICES REQUIRED

Daily Service Five (5) Days Per Week

1. Replace lights as needed
2. Empty all waste baskets and other waste containers
3. Damp clean lobby counters
4. Clean and sanitize rest room fixtures, mirrors, chrome pipes, etc.
5. Clean splash marks from walls of rest rooms
6. Mop hard surface areas, bathrooms, break areas, food service, and lunch room
7. Refill soap, towel and paper containers
8. Clean and sanitize drinking fountains
9. Clean entrance glass
10. Damp clean table tops in break rooms
11. Clean kitchen sinks and counters
12. Sweep entryways
13. Spot clean carpets of small spills, footprints, etc.
14. Keep janitor closets clean and orderly
15. Plumb toilets as needed

Twice Weekly Service

1. Dust all desks, chairs, tables, filing cabinets and other office furniture
2. Vacuum all carpeting completely

Monthly Service

1. Vacuum dust and dirt accumulation from air-conditioning vents
2. Brush down cobwebs inside building
3. Dust blinds
4. Dust high areas
5. Dust top of desk cabinets, files, chair rungs, baseboards, and picture frames (Hi-Lo)
6. Vacuum upholstered furniture
7. Clean hand marks from walls, doors, and woodwork
8. Clean lobby directories and fire extinguisher glass
9. Buff Floors

Quarterly

1. Wash outside windows
2. Change HVAC filters

TWICE a YEAR

1. Wash inside windows and partitions

Annually

1. Clean blinds
2. Clean carpets

The above are considered the minimum standard janitorial items. Landlord is responsible for providing all services to the health and cleanliness of the leased facility.

BREAKROOM AREA/REST ROOMS**Nightly**

1. Dust mop
2. Wet mop food service and kitchen
 - a. sweep and mop under all counters and sink area (including refrigerator)
3. Wet mop traffic aisles in dining room
4. Collect trash
5. Spot clean glass as needed

Monthly

1. Vacuum air vents

Quarterly

1. Scrub and wax floor
2. Scrub bathroom floors

Annually

1. Strip seal and wax floors (2x)

**LEASE
EXHIBIT I**

Recorded at the request of:

Thomas K. Mattson
Public Works Director
County of Humboldt
1106 Second Street
Eureka, California 95501

When recorded return to:

(space above this line for recorder's use)

NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__, by and between _____ ("Mortgagee") and the County of Humboldt, a political subdivision of the State of California ("County");

W I T N E S S E T H:

WHEREAS, Mortgagee is the beneficiary of a Deed of Trust ("Mortgage") on certain real property ("Property") described in said Mortgage located in the City of _____, County of Humboldt, State of California, which Mortgage is recorded in Book _____ at Page _____ of the Official Records of the County of Humboldt.

WHEREAS, County has leased a portion of the Property from _____ ("Lessor") by lease agreement dated _____, 20__, ("County Lease"). ("County Lease" as used herein includes any extension or renewal thereof.)

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Provided County is not in default under the terms of the County Lease, then:

(a) The right of possession of County to the leased premises and County's rights arising out of the County Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the Mortgage or the note secured thereby;

(b) Any sale of any portion of the premises described in the County Lease pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the

Lease and the rights of County thereunder; County will attorn to the Mortgagee or any purchaser at such sale and the County Lease shall continue in accordance with its terms between County and Mortgagee or such purchaser.

2. Mortgagee or such purchaser shall not be bound by any payment of rent or additional rent made by County to Lessor for more than one month in advance.

3. The Lease shall be subject and subordinate to the lien of the Mortgage and to all the terms, conditions, and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, including any increases therein or supplements thereto.

4. The foregoing provisions shall be self-operative.

5. This agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Mortgagee: _____

By: _____

Print Name: _____

Title: _____

County: COUNTY OF HUMBOLDT, a political
subdivision of the State of California

By: _____

Thomas K. Mattson,
Public Works Director