

**EXHIBIT B – OUTLINE SPECIFICATIONS**

PROJECT: PROJECT NO.:  
 AGENCY: LEASE NO.:  
 LOCATION: DATE:

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PLANNER: PHONE:  
 EMAIL:

**Confirmation Statement**

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

Initials \_\_\_\_\_



# EXHIBIT B – OUTLINE SPECIFICATIONS

## DIVISION 1

### DIVISION 1 – GENERAL REQUIREMENTS

#### 1.1 SUMMARY

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

#### 1.2 RELATED DOCUMENTS

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

#### 1.3 GENERAL PROVISIONS

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

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- submitted to USGBC. Acceptable file format is Adobe PDF saved to disc from the LEED-Online workspace and templates. In addition, a DGS or tenant representative shall have access to the LEED-Online workspace during design and through the term of the lease.
- ii. Prior to the end of the first year of occupancy, if the Lessor fails to achieve LEED Silver certification, the State may assist the Lessor in implementing a corrective action program to achieve a LEED Silver certification and deduct its costs (including administrative costs) from the rent.
- c) In tenant improvements of 10,000 sf or greater, the Lessor shall obtain Silver-level certification or better from USGBC within 12 months of project occupancy. The DGS planner shall be consulted during the point selection process, and selection of which points to obtain shall be decided by mutual agreement. Points related to indoor air quality and lighting are a priority to the State.
- i. For requirements to achieve certification, Lessor must refer to latest version of the LEED Reference Guide at: <http://www.usgbc.org>. At completion of LEED documentation and receipt of final certification, the Lessor must provide DGS an electronic copy on a compact disc of all documentation submitted to USGBC. Acceptable file format is Adobe PDF copied to disc from the LEED-Online workspace and templates. In addition, the Lessor will provide DGS viewing access to the LEED-Online workspace during design and throughout the time of the lease.
  - ii. Prior to the end of the first year of occupancy, if the Lessor fails to achieve LEED Silver certification, the State may assist the Lessor in implementing a corrective action program to achieve LEED certification and deduct its costs (including administrative costs) from the rent.
- d) When LEED certification is obtained, the Lessor shall provide two original LEED certificates to DGS.
- F. Prevailing wage: For those projects defined as “public works” pursuant to Labor Code §1720.2, Lessor/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
- G. Project schedule: Upon execution of the lease, Lessor shall issue to DGS a complete and detailed Critical Path Method (CPM) schedule for the project, which may be adjusted by mutual agreement as the project proceeds. The schedule shall include allowances for periods of time necessary for the installation of State-owned equipment and modular systems furniture.
- H. Construction costs: Prior to construction, Lessor shall provide to the State competitive bids from at least three licensed contractors/subcontractors and shall contract with the lowest acceptable bidder. The bids shall include all charges such as (but not limited to) labor, materials, tools, equipment, fees, taxes, shipping, handling, permits, inspections, and fabrication for the work defined in the lease exhibits. The bids shall also include any architectural and engineering fees. The bids shall be itemized unit cost construction estimates developed by using the Construction Specification Institute (CSI) format, titles, and numbering system. Lump sum cost estimates are not acceptable.
- I. New shell condition: The following items shall be provided by the Lessor and shall not be construed as tenant improvements:
1. Exterior window coverings
  2. Capital improvements to the building’s core and shell
  3. Building’s perimeter walls and core walls with drywall finish ready for paint
  4. Fire sprinkler main loop including drops and heads
  5. Electrical service at a minimum of 5 watts per square foot

## EXHIBIT B – OUTLINE SPECIFICATIONS DIVISION 1

6. HVAC equipment and ducting to the premises
  7. Code-required toilet room facilities
  8. Americans with Disabilities Act (ADA) and California Building Code (CBC) compliance work to correct all deficiencies to comply with current code.
- J. Previously constructed and occupied space (second-generation condition): In addition to items in paragraph I above, Lessor shall provide the following at no cost to the State:
1. Code-compliant ceiling
  2. Code-compliant lighting systems
  3. Any code-required exit door and frame assemblies
- K. Usable area calculation: For the purpose of determining the net usable square feet, State-leased space shall be calculated as follows:
1. Net usable office area includes all areas assigned to the State such as: offices, conference rooms, reception rooms, special use and supply rooms, hallways within the space, laboratories, private toilet rooms/showers, break rooms, auditoriums, cafeterias, and spaces exclusively used by the State. Net usable office area does not include stairwells, stacks/shafts, janitor closets, mechanical rooms, electrical rooms, code-required toilet rooms, code-required common areas, corridors and common area lobbies. Net usable office area is measured from the finished surface of the office side of the corridor and other permanent walls, the dominant surface (wall or glazing) of the exterior walls, and from the centerline of demising walls separating other building tenants.
- L. Record documents: Lessor, at Lessor's sole cost and expense, shall provide the State accurate architectural drawings of the "as-is" condition of the space to be leased, including building common areas, site/parking plan, and path of travel. The drawings shall be in an electronic format to be determined by DGS. Any required re-design work cause by discrepancies with the "as-is" drawings shall be the responsibility of the Lessor.
- M. Green building practices: The Lessor shall operate and maintain the leased premises in accordance with best practices to achieve energy efficiency, sustainability, improved air quality, reduced water usage and maximum recycling efforts throughout the term of the lease.
1. New (state) building leases shall, where economically feasible, include sub-meters and provide energy use data into Energy Star's Portfolio Manager.
  2. Renegotiated state (building) leases for buildings where the State is a sole tenant shall provide energy use data into Energy Star's Portfolio Manager.
  3. New and renegotiated state building leases shall encourage landlords to participate in utility-sponsored energy conservation measures, using alternative financing.
  4. Where economically feasible, Lessors are encouraged to implement measures of the California Green Building Standards Code (CalGreen) related to indoor environmental quality for all new or renegotiated leases.
  5. The State will identify and pursue opportunities to provide electric vehicle charging stations, and accommodate future charging infrastructure demand, at employee parking facilities in new and existing buildings.
  6. All equipment and appliances provided by Lessor shall be Energy Star-labeled if Energy Star is applicable to the equipment or appliance.
  7. Wherever restroom fixtures are replaced during construction, the California Green Building Standards voluntary measures are to be met to achieve a further reduction in water usage for state-leased space (Tier 1, 30 percent reduction minimum). Lessor to implement annual irrigation system audits, including leak detection, and perform immediate repairs to minimize any water loss.
  8. Lessor to implement annual irrigation system audits, including leak detection, and perform immediate repairs to minimize any water loss.

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9. New and renegotiated state leases shall, when economically feasible, include provisions for reporting water use and installation of sub-meters where appropriate.
- N. Submittals: Lessor shall submit shop drawings of product data, as well as samples, to the State for review prior to construction or fabrication.
- O. Material Safety Data Sheet (MSDS): Prior to construction and upon request by the State, Lessor shall provide MSDS of all products or materials used in the maintenance, repair or renovation of the premises.

### 1.4 CONSTRUCTION AND CODE CRITERIA

- A. Construction documents: The Exhibit “A” Plan or the Exhibit “A” Facility Design Program (written narrative) are design development guidelines only. Lessor shall provide all required construction documents and calculations necessary to obtain a building permit from the local Building Department and to construct the improvements as indicated. The use of the Exhibit “A” Plan in lieu of construction documents is not acceptable to the State.
  1. Prior to submitting construction documents to the local building department for plan check or permitting, Lessor shall submit said construction documents to DGS for review. Any DGS comments to the construction documents shall be construed as advisory only and shall not relieve the Lessor in any respect from full compliance with Exhibits “A,” “B” and “C” or any other exhibits.
  2. Lessor’s architect, engineers, consultants, and contractors shall have current and valid licenses/certifications issued by the state of California.
  3. During construction of building’s core, shell, and/or tenant improvements, Lessor shall maintain at the project site a complete set of lease exhibits consisting of Exhibits “A,” “B,” “C” and any other exhibits for DGS use.
- B. Fire and Life/Panic Safety: Concurrent with submission to the building department for permitting, Lessor shall submit a complete set of construction documents, including fire sprinkler plans and fire alarm plans, to the local Fire Marshal or authority having jurisdiction for plan check, permits, and inspections. No construction shall commence without approved plans.
- C. Access compliance: Lessor shall ensure that all new work and existing conditions comply with the requirements of California Code of Regulations (CCR) Title 24, California Building Code (CBC), and Americans with Disabilities Act (ADA). State agencies are public entities and shall comply with Title II of the ADA. Exceptions to the code for existing buildings are not permitted. Where CBC requirements conflict or differ with ADA requirements, the most stringent requirement shall take precedence. Access compliance shall apply to exterior areas such as, but not limited to, path of travel to and from public transportation and public right-of-way; parking; passenger drop-off and loading zones; walks and sidewalks; curb ramps; ramps; and all stairs. Access compliance shall also apply to interior areas such as, but not limited to, entrances and exits; lobbies; building common areas; elevators; access lifts; doors and gates; access to and through all rooms and spaces; restrooms; signs and identification; counters; waiting and seating areas; assistive listening systems; drinking fountains; alarms; and horizontal/vertical access. See Exhibit “C” for procedures.
- D. Codes and ordinances: All new work and existing conditions shall comply with all current regulations, laws, and ordinances of the governmental authorities having jurisdiction, as well as the applicable editions of the following codes, including but not limited to:
  1. Title 8 CCR, Industrial Relations
  2. Title 17 CCR, Public Health
  3. Title 19 CCR, Public Safety, State Fire Marshal Regulations
  4. Title 24 CCR, Part 1-Building Standard Administrative Code
  5. Title 24 CCR, Part 2-CBC, Vols. 1 & 2

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6. Title 24 CCR, Part 3-California Electrical Code (CEC)
7. Title 24 CCR, Part 4 California Mechanical Code (CMC)
8. Title 24 CCR, Part 5-California Plumbing Code (CPC)
9. Title 24 CCR, Part 6 CEC
10. Title 24 CCR, Part 9-California Fire Code (CFC)
11. Title 24 CCR, Part 11 California Green Building Standards Code
12. Title 24 CCR, Part 12-California Reference Standards Code

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

- E. Building permit: Lessor shall obtain a building permit for the required construction from the local building departments, if required. In the event there is no local building department, Lessor, at Lessor's sole cost and expense, shall provide a third-party, independent Inspector of Record (IOR). The IOR shall perform periodic inspections on the work for conformance with all regulations, laws and ordinances.
- F. Safety evacuation plans: Lessor shall provide safety evacuation plans of the leased premises. The safety evacuation plans shall clearly delineate evacuation routes, exits, fire extinguishers, and fire alarm pull station locations. The plans shall be a minimum of 8"x10" in size, framed and under glass or clear plastic. The plans shall be installed in all assembly occupancies including conference rooms, break rooms, reception areas, and where requested by the local Fire Marshal or authority having jurisdiction.
- G. Fire extinguishers: Lessor shall provide and install fire extinguishers. Fire extinguishers shall be housed in semi-recessed cabinets and shall be located as required by CA Title 19 CCR, Public Safety. Above each fire extinguisher, per current code requirements. Lessor shall furnish and install a red triangular shaped 3-D sign with printed text "Fire Extinguisher" with an arrow pointing down. Lessor shall provide annual servicing of the fire extinguishers throughout the term of the lease.
- H. Seismic performance: The State will consider only those facilities that can demonstrate the ability to meet a seismic performance level as set forth in:
  1. 1998 edition or subsequent editions of the California Building Code, or;
  2. 1976 edition or subsequent editions of the Uniform Building Code **and** the building does not have any one of the enumerated characteristics or conditions listed below:
    - a) Unreinforced masonry elements, whether load-bearing or not, not including brick veneer.
    - b) Precast, pre-stressed or post-tensioned structural or architectural elements, except piles.
    - c) Flexible diaphragm (e.g., plywood) shear wall (masonry or concrete) structural system constructed pursuant to editions of the Uniform Building Code prior to the 1997 edition.
    - d) Apparent additions, alterations, or repairs to the structural system made without a building permit.
    - e) Constructed on a site with a slope with one or more stories partially below grade (taken as 50 percent or less) for a portion of their exterior.
    - f) Soft or weak story, including wood frame structures with cripple walls, or if construction is over first-story parking.
    - g) Seismic retrofit of the building, whether voluntary or mandated, whether partial or complete.
    - h) Repairs following an earthquake. Welded steel moment frames (WSMF) that constitute the primary seismic force-resisting system for the building, and the structure was designed to code requirements preceding those of the 1997 edition of the Uniform Building Code, and the building site has experienced an earthquake of sufficient magnitude and site peak ground motions that inspection is required when any of the conditions of Section 3.2 of Federal Emergency

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Management Agency (FEMA) 352 indicate an investigation of beam-column connections is warranted.

- i) Visible signs of distress or deterioration of structural or nonstructural systems, e.g., excessively cracked and/or spalling concrete walls or foundations, wood dry rot, etc.
3. Certification of the above requirements must be provided by an independent licensed structural engineer at the Lessor's expense.
4. Lessor shall provide and install all hardware required to brace and anchor all storage cabinets, lockers, bookcases, shelving units and similar furnishings 5'-0" or more in height whether provided by State or Lessor, in accordance with seismic design requirements of the code.
- I. Construction waste management:
  1. Items and materials existing in the premises, or to be removed from the premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the State in this Lease. The Lessor shall submit a list of items for reuse and DGS shall make the final determination for acceptance.
  2. Recycling construction waste is mandatory for initial space alterations and tenant improvements under the Lease.
  3. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations that will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
  4. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
    - a) Ceiling grid and tile
    - b) Light fixtures, including proper disposal of any transformers, ballasts and fluorescent light bulbs
    - c) Duct work and HVAC equipment
    - d) Wiring and electrical equipment
    - e) Aluminum and/or steel doors and frames
    - f) Hardware
    - g) Drywall
    - h) Steel studs
    - i) Carpet, carpet backing, and carpet padding
    - j) Wood
    - k) Insulation
    - l) Cardboard packaging
    - m) Pallets
    - n) Windows and glazing materials
    - o) All miscellaneous metals
    - p) All other finish and construction materials
  5. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous wastes.
  6. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

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7. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the State. Records shall include materials recycled or landfilled; quantity; date; and identification of hazardous wastes.
8. Leftover paint and open paint cans shall be returned to drop-off locations, paint retailers, hardware stores, transfer stations and household hazardous waste facilities for reuse, recycling or proper management. Unopened cans of paint shall be left on site for the Lessor's or agency's use for touch-up painting.

### **1.5 SUBSTANTIAL COMPLETION AND PROJECT COMPLETION**

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

### **1.6 INDOOR AIR QUALITY**

- A. Lessor shall implement mandatory measures and relevant and feasible voluntary measures of the CalGreen, Part 11, in new buildings and when performing alterations, modifications and maintenance.
- B. Maintenance staff shall use cleaning products that are low emitting; that meet Green Seal (GS) Standard GS-37; and that use non-chemical methods where feasible.
- C. Maintenance staff shall follow the Carpet and Rug Institute's Carpet Maintenance Guidelines for Commercial Applications.

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- D. Lessors shall, when feasible, use filters with a minimum efficiency reporting value (MERV) rating of no less than 11. Existing HVAC systems incapable of accommodating an 11 MERV rating shall use the highest MERV rating that their fan(s) can accommodate.
- E. All HVAC systems above 2,000 cubic feet per minute (cfm) shall be equipped with outdoor airflow measuring stations and be connected to a building energy management system, which shall be programmed to provide audible and visible alarms. For additional HVAC requirements see Division 2.

### **1.7 HAZARDOUS MATERIALS**

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

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3. Where ACM or suspect ACM has been identified by survey, the Lessor shall provide the State with a copy of a written Operations and Maintenance (O&M) plan. This O&M plan must be effective in minimizing damage or disturbance of any ACM or suspect ACM and provide for quick repairs of the same.
  4. If damaged ACM or suspect ACM is found, or the physical condition of ACM indicates possible fiber release, a response action in accordance with the approved O&M plan shall be conducted. The approved O&M plan shall include provisions for air sampling by an independent Certified Industrial Hygienist during and at the completion of all response actions. Analysis of air samples shall be conducted utilizing Transmission Electron Microscopy (TEM). The standard for reoccupancy of an affected area shall be concentrations at or below 70 asbestos structures per millimeter squared (structures/mm<sup>2</sup>).
  5. Lessor shall perform asbestos notification as required by Chapter 10.4 of the Health and Safety Code. Any abatement work shall be performed by a licensed contractor with asbestos certification (ASB). The State reserves the right to establish consultant oversight of any asbestos-related work program at its expense.
  6. In addition to any other remedies it may have, in the event the Lessor fails to diligently pursue abatement of hazard from ACM, as required under the provisions of this lease, the State may, by notice in writing, terminate this lease. Lessor shall be liable to the State for all expenses, losses and damages reasonably incurred by the State as a result of such termination, including (but not limited to) additional rental necessary to pay for an available, similar replacement facility. This rental shall extend over the period of what would have been the remaining balance of the lease term plus any option periods, costs or any necessary alterations to the replacement facility, administrative costs, and costs of moving furniture, data processing, and telephone equipment.
- C. Lead material:
1. Any material suspected of containing lead within the areas listed in Paragraph "A" shall be tested and identified through sampling by an independent California Department of Public Health (CDPH) Certified Lead-Related Construction Inspector/Assessor.
  2. In the event lead removal is required, Lessor shall provide an independent CDPH Certified Lead-Related Construction Inspector/Assessor to inspect the quality of work for compliance with applicable regulations; perform air monitoring; perform a final clearance visual inspection; conduct wet wipe sampling/lab analysis; and ensure proper handling and/or disposal of hazardous waste.
- D. Mold:
1. The Lessor shall operate and maintain the leased premises to be free of hazard from mold.
  2. If mold is detected within the State-leased space, an immediate response action in accordance with industry standard practices shall be undertaken by the Lessor. The Lessor shall contract for the services of an independent CalOSHA/Certified Industrial Hygienist to determine the appropriate response action.
  3. Lessor shall be responsible for all costs associated with any hazard response action.
- E. Underground Storage Tanks (UST):
1. Lessor shall comply with the requirements of the California Health and Safety Code, Section 25280-25299.8 (Underground Storage Tanks).

**END OF DIVISION 1**

# EXHIBIT B – OUTLINE SPECIFICATIONS

## DIVISION 2

### DIVISION 2 – DESIGN REQUIREMENTS

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

#### 2.1 FLOOR CONSTRUCTION AND FINISHES

##### A. Concrete floor:

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

##### B. Carpet flooring – General:

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

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- g) Carpet shall meet federal, state and local flammability standards.
  - h) Carpet shall be installed in accordance with the Carpet and Rug Institute (CRI) Carpet Installation Standard. The installation shall be guaranteed against bubbling, wrinkling, stretching/shrinking, opening seams, or other evidence of poor materials and workmanship for a period of two years following installation. This guarantee shall cover normal wear and tear and note deficiencies occurring as a result of damage, negligence and/or alterations. The materials shall be guaranteed against wear, delamination, tuft bind and be lightfast for a period of 10 years. The material shall remain colorfast as a result of atmospheric contaminants for a period of five years after installation.
  - i) Lessor shall maintain the carpet according to manufacturer's guidelines.
- C. Broadloom carpet requirements:
- 1. Density: 6000 minimum; heavy commercial use.
  - 2. Density: 36x finished pile weight divided by pile height.
  - 3. Tuft bind for broadloom shall be minimum 6 lbs., ASTM D 1335-98, Standard Test Method for Tuft Bind (edge ravel) of Pile Yarn Floor Coverings, tested wet or dry. Warranty edge ravel for 10 years.
  - 4. Face yarn weight: Minimum 22 oz./sq. yd.
  - 5. Minimum of 10 lbs. backing delamination test, ASTM D 3936-05 Standard Test Method for Resistance to Delamination of the Secondary Backing of Pile Yarn Floor Covering.
  - 6. Minimum rating of 7 anti-stain tests; AATCC Test Method 175-2008 Stain Resistance Pile Floor Coverings.
  - 7. Lessor shall provide 2 percent of product overage, including accent carpet, up to a maximum of 100 sq. yards from the same dye lot for future repairs.
- D. Carpet tile requirements:
- 1. Density: 5000 minimum; heavy commercial use.
  - 2. Tuft bind strength shall be minimum 5 lbs., ASTM D 1335-98: Standard Test Method for Tuft Bind (edge ravel) of Pile Yarn Floor Coverings, tested wet or dry. Warranty edge ravel for 10 years.
    - a) Face yarn weight: Minimum 16 oz./sq. yd.
    - b) Minimum of 10 lbs. backing delamination test, per ASTM D 3936-05 Standard Test Method for Resistance to Delamination of the Secondary Backing of Pile Yarn Floor Covering.
    - c) Minimum rating of 7 anti-stain tests, per AATCC Test Method 175-2008 Stain Resistance Pile Floor Coverings.
    - d) Lessor shall provide 2 percent of product overage, including accent carpet, up to a maximum of 100 sq. yards from the same dye lot for future repairs.
- E. Ceramic tile flooring requirements:
- 1. Ceramic tile flooring shall have a coefficient of friction of at least 0.6 per ASTM C 1028 (0.8 percent on sloped surfaces steeper than 6 percent). Unless otherwise noted by DGS, provide slip-resistant floor tile with matching wall tile base, and include all inner and outer corner and trim pieces. All adhesives, mastics, and grouts shall be non-toxic and low in volatile organic compound (VOC) emissions and shall be as recommended by the ceramic tile manufacturer. All grout shall be sealed and maintained according to manufacturer's guidelines.
- F. Resilient flooring requirements:
- 1. Resilient flooring shall meet ASTM F 1066, FS SS-T-312B, Type IV, Composition 1, Class 2, 12" x 12" having uniform thickness of 1/8" with square true edges of manufacturer's standard color and pattern as selected. Product shall comply with all regulations controlling the use of VOCs. Provide one carton (40 pieces) of additional matching floor tile.

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2. Resilient flooring shall have a coefficient of friction of at least 0.6 per ASTM D 2047. It shall be installed in strict accordance with manufacturer's approved installation instructions using the appropriate recommended 100 percent solvent-free adhesive.
- G. Rubber base requirements:
  1. Lessor shall provide and install cove wall base at all carpet and resilient floor finish areas. Wall base shall be extruded rubber cove, 1/8" thick x 4" high complying with ASTM F-1861. The color shall be selected by DGS.

### **2.2 EXTERIOR WALLS**

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

### **2.3 INTERIOR WALLS, PARTITIONS AND VESTIBULES**

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

### **2.4 ROOF AND INSULATION**

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

### **2.5 CEILINGS**

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

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

### **2.6 DOORS**

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

### **2.7 DOOR HARDWARE**

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

### **2.8 MILLWORK**

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

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

### **2.9 GYPSUM BOARD FINISH/PAINTING/WALL COVERING/SEALANTS**

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

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

### **2.10 BUILDING SPECIALTIES**

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

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3. All signage located within the State's premises shall be tactile identification signage with raised letters and raised numbers between 5/8" and 2" high with a width-to-height ratio of between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10. Letters shall be raised 1/32" above the background, sans-serif uppercase characters. Signage shall be installed per current code. Signage for all private offices shall have a clear 3"-4" high x 6" wide x 1/16" thick non-glare lens slide-out.
    - a) Characters and background of signage shall be eggshell, matte, or other non-glare finish.
    - b) Characters shall contrast with their background.
  4. Grade 2 California braille dots shall be raised 1/40" above the background. Braille shall be 1/10th inch on center within each cell and 2/10th inch between cells. Braille dots shall be domed or rounded.
  5. In addition to room identification signage, Lessor shall provide and install tactile exit signs and tactile exit route signs.
  6. Where signs are mounted on glass, such as but not limited to sidelights, furnish and install a blank of equal material, width, height, and background color to the opposite side of said glass.
  7. State of California identification:
    - a) On or near the suite entrance door, the words "STATE OF CALIFORNIA" shall be installed, and shall indicate the name of the State tenant/department/agency and suite numbers and shall include braille and tactile text and numbering.
    - b) Signage shall be building standard and subject to approval by the State. Painted or pressure-sensitive vinyl letters are not acceptable. Provide agency identification in the building directory, where available.
  8. Lessor shall provide "maximum occupancy" signage on the wall above or near the entry door for all conference, meeting, lunch, auditorium and assembly rooms.
  9. Exterior signs (applicable only if building is totally occupied by the State): Lessor shall provide and install exterior signs. Letters shall be of cast aluminum alloy, bronze, black anodized finish or dimensional plastic. Submit samples to DGS for approval. The words "STATE OF CALIFORNIA" and the name of the occupying department, and street address shall be in scale with the building elevation.
    - a) Lessor shall be solely responsible for any additional permits and fees.
- H. Assistive listening devices:
1. Lessor shall provide an assistive listening device system for all meeting, conference, quiet, assembly, and gathering rooms. The system shall comply with all accessibility requirements.
    - a) Occupant load less than 50:

One portable system per floor can be shared between rooms with occupant loads less than 50. The system shall be designed to accommodate the largest room size that is being shared. The portable, wireless FM-based system shall include high output acoustic headset(s) such as the Centrum Motiva PFM 360 (or current model) with disposable ear plugs, neck-loop(s), conference microphones and a lockable charger/accessory carry case large enough to hold all equipment. The system shall be hearing aid compatible. Lessor shall provide signage at reception area indicating that the device is available.
    - b) Occupant load of 50 or more:

Rooms with more than a 50-person occupant load and fixed seating must have a fixed assistive listing device system for 4 percent of the total number of seats in these rooms, but not less than two seats. Lessor shall provide signage inside each room and in the common hallway and/or corridor indicating that the device is available.
- I. Modular systems furniture (MSF):

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1. The State may elect to furnish and install MSF in lieu of traditional office furniture. MSF may be comprised of any combination of freestanding partition panels, panel-supported work surfaces, files, components, and access raceways.
  2. Where the State elects to install MSF as described above, Lessor, at Lessor's sole cost and expense, shall perform the following:
    - a) Obtain any required permits from the local jurisdiction.
    - b) Provide electrical engineering and installation of all wiring systems and components as necessary or required from the building's electrical system to the MSF for a complete and fully operational system.
    - c) Provide a minimum of four 20-amp circuits to each base feed and/or power pole feed. Each base feed or power pole shall serve a maximum of four workstations.
    - d) Coordinate electrical junction box locations with State-furnished MSF plans. See Division 3 Special Provisions for MSF wiring diagram.
    - e) Install voice and data communication cabling from the data communication closet to the final point of termination at the MSF panel.
    - f) Cut and assemble the supplied power pole to the appropriate length, insert pole into top trim of panel, align the pole true and plumb, seismically brace pole, cutting the correct size hole in the ceiling tile, routing the electrical and data conduit through the pole, and installing the ceiling escutcheon plate to complete the pole installation.
    - g) Coordinate the installation of new wall-mounted equipment to prevent interference with the MSF, such as electrical panels, lighting control switching, thermostats, and fire extinguisher cabinets.
    - h) Relocate any existing wall-mounted equipment as required to accommodate MSF.
    - i) State or its representative shall provide MSF layout drawing(s) to Lessor for use in the preparation of construction documents unless otherwise noted.
    - j) State shall complete all procurement procedures for purchase of MSF unless otherwise noted.
    - k) In the event that the Lessor fails to complete the required construction, improvements, and/or alterations prior to the scheduled MSF delivery date, Lessor, at Lessor's sole cost and expense, shall be responsible for all additional shipping, handling, and storage fees, including any "overtime" labor costs.
    - l) Where the State utilizes MSF, and the existing floor coverings are to be replaced as defined in the lease exhibits, Lessor, at Lessor's sole cost and expense, shall lift the existing MSF and disconnect as necessary all power, voice, and data cabling. The MSF shall be lifted using an MSF lift system as recommended by the MSF manufacturer. Upon completion of the installation of floor coverings, Lessor shall reconnect all power, voice, and data cabling and lower the MSF into place. Lessor shall realign and adjust the MSF to its original location and condition. Prior to lifting or moving the MSF, Lessor shall perform an inspection with State representatives and contractor to observe and document the condition of the MSF. In the event the MSF is damaged during the performance of any tenant improvement work, Lessor, at Lessor's sole cost and expense, shall repair and/or replace the MSF with approved equal product. MSF manufacturer's authorized installers shall perform all repair work.
- J. Flagpoles:
1. Where State is the sole or major tenant of the building (occupying more than 50 percent of the available space), the United States flag and California state flag shall be prominently displayed upon or in front of the building or grounds in conformance with all flag displaying protocols and etiquettes.
    - a) Lessor shall furnish and install the flagpole and flags.
    - b) Freestanding flagpole shall extend 30' above grade.

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- c) Flagpoles mounted to building shall extend 14' above building parapet.
- d) Flagpoles shall be equipped with lockable halyard box.
- e) Flagpole and halyard shall be CBC/ADA access compliant.
- f) Flags shall be in scale with building and flagpole.
- g) Lessor shall provide automatic lighting for nighttime illumination.

### **2.11 LANDSCAPING**

Where State is the sole tenant of the building:

- A. Landscape management practices shall prevent pollution by:
  - 1. Employing practices which avoid or minimize the need for fertilizers and pesticides.
  - 2. Prohibiting the use of 2,4-Dichlorophenoxyacetic Acid (2,4-D), herbicide and organophosphates.
  - 3. Composting/recycling all yard waste.
- B. The Lessor shall use landscaping products with recycled content as required by EPA.
- C. If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped with plants that are native or of low water use and are non-invasive to the area.
- D. Lessor should design landscape to survive a drought with reclaimed water whenever possible. Lessor shall maintain and design landscape to:
  - 1. Protect high priority landscape elements, such as trees.
  - 2. Protect all slopes from erosion.
  - 3. Convert conventional spray heads or rotors to drip and/or low-precipitation rate nozzles.
  - 4. Minimum three-inch layer of mulch applied on all exposed soil surfaces or planting areas.
- E. During a declared drought, Lessor shall water low-priority landscapes only to the extent required to control dust and erosion. Trees in lawn areas that provide shade to buildings are high priority. Lessor shall add drip irrigation around the drip line of the tree, or water slowly and deeply with a trickling hose. Lawns should not be fertilized.
- F. Installation of irrigation sub-meters, flow meters, master valves and smart irrigation controllers are recommended. Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m.

### **2.12 PLUMBING**

- A. Lessor shall furnish and install plumbing fixtures in quantity and type as shown in Exhibit "A" and as required by code. Where State occupies multiple floors, Lessor shall provide accessible toilet rooms on each floor. Lessor shall provide one or more drinking fountains within close proximity to office quarters or as indicated on plan. Drinking fountains shall be CBC/ADA access compliant.
- B. For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the State occupies the full floor):
  - 1. Water closets must conform to U.S. Environmental Protection Agency (EPA) WaterSense, or fixtures with equivalent flush volumes must be utilized.
  - 2. Urinals must conform to EPA WaterSense, or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
  - 3. Faucets must conform to EPA WaterSense, or fixtures with equivalent flow rates must be utilized.
- C. Lessor shall provide hot and cold water at each lavatory and sink. Domestic water heaters shall be located not more than 25 feet from furthest point of use unless a hot water recirculation or other temperature maintenance system is provided. Water heaters shall initially deliver water at 110° F.

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- D. Where new toilet rooms, locker rooms with showers and shower rooms are provided and where shown on plans, Lessor shall provide floor drains.
- E. Domestic water supply systems shall be constructed with copper piping and tubing. Soldered connections on water supply lines shall use ASTM B 32, Tin Antimony solder. Lead solder is not permitted.

### 2.13 HEATING, VENTILATING AND AIR CONDITIONING

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

<u>Design Criteria</u>	<u>Operating Criteria</u>
Winter: 76° F	Winter: 68° F
Summer: 72° F	Summer: 78° F
- B. Lessor shall provide and install thermostats with automatic changeover from heating to cooling. Thermostats shall have dead-band with adjustable range where no heating or cooling is activated. The temperature range of the thermostats shall be minimum 55° F to 85° F. Thermostats shall be cleaned, calibrated, and initially adjusted to 68° F maximum for heating and 78° F minimum for cooling. Thermostats shall be located within each zone. In multi-tenant buildings, thermostats shall not be shared with other building tenants.
- C. Lessor shall furnish and install lockable, tamperproof covers to all thermostats within the leased premises.
- D. Lessor shall furnish and install a dedicated air conditioning system with separate thermostats for the computer room, telecommunication room, server room, and other similar spaces. The system shall be capable of providing conditioned air 24 hours per day, seven days a week. The operating temperature shall comply with the telecommunication equipment manufacturer specifications.
- E. Lessor shall submit detailed heating and cooling calculations, Title 24 compliance information, equipment selection data, and “as-built” mechanical drawings to DGS upon request.
- F. The cooling load for conference rooms, quiet rooms, hearing rooms, public lobbies, waiting rooms, and employee break rooms shall be based on occupancy of 15 square feet per person. Cooling load for all other areas shall be based on occupancy of 100 square feet per person.
- G. Systems shall be zoned for each building exposure and for interior zones where appropriate. Each zone shall be of a size and shape to ensure even air distribution and temperature control throughout the leased premises. Each conference room, quiet room, hearing room, public lobby, waiting room, and employee break room shall be zoned separately.
- H. In multi-tenant buildings, HVAC zones shall not be shared with other building tenants.
- I. All fan systems supplying 2,000 cfm and above shall be equipped with an economizer system that will use outdoor air up to 100 percent of fan capacity for cooling of the premises. Operation of the economizer cycle shall be controlled by outside dry bulb air temperature.
- J. All lunch rooms and break rooms with microwave ovens or other food-heating appliances shall include a general exhaust fan.
- K. Toilet rooms shall be provided with a mechanical exhaust system providing a minimum of 15 air changes per hour. Replacement air shall be supplied directly or indirectly from the building system. Individual supply ducts or sound-lined transfer ducts are acceptable. Each exhaust fan shall be interlocked with the associated HVAC unit supply fan serving the room. Exhaust air shall be ducted to the building exterior.

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- L. Ductwork construction and installation shall conform to the appropriate Sheet Metal and Air Conditioning Contractors' National Association, Inc. (SMACNA) low-velocity or high-velocity duct construction standards. Ductwork shall be concealed or aesthetically compatible with the architectural design of the interior space. Individual supply and return air outlets and ductwork shall be provided in each enclosed area. Undercutting of doors, door grilles, or jumper ducts is not acceptable. Return air shall be conducted through registers connected to ductwork or plenum above ceilings, except as otherwise approved by the State.
- M. Air distribution system shall be equipped with air volume controls and shall be capable of draftless operation at an acceptable noise level while handling the design flow of air. The acceptable noise level shall comply with ASHRAE Handbook - HVAC Applications.
- N. The complete HVAC system shall be checked, adjusted, and balanced. The air balance report shall be submitted to the State upon project completion.
- O. Lessor shall provide vibration isolation supports for all mechanical equipment, piping, and ductwork to prevent transmission of vibration to building structure.
- P. Where the heating design of outdoor temperature is below 35° F, Lessor shall provide one winter night setback thermostat for each HVAC system. The thermostat shall cycle the heating system to maintain 55° F.
- Q. Lessor shall provide automatic-control time clocks (7-day-programmable) or energy management systems (microprocessors) to allow the shutoff and startup of the HVAC equipment according to the State's occupancy schedule. State shall determine maximum daily hours of operation. Lessor shall provide one-hour bypass timers for each HVAC system for after-hours operation.
- R. Indirect evaporative cooling, desiccant dehumidification, and passive solar design measures are acceptable when approved by DGS.

### **2.14 ENERGY AND ELECTRICAL**

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

## EXHIBIT B – OUTLINE SPECIFICATIONS DIVISION 2

2. Electrical/data/telephone outlet heights:
  - a) Existing receptacles may remain at 12" above finished floor. New receptacles shall be installed at 15" above finished floor or as noted on plans.
3. Lessor shall furnish and install all special use outlets, dedicated circuits, and isolated ground convenience outlets for copy machines, electronic communications equipment, and where noted on plan.
  - a) Dedicated circuits shall have individual ungrounded circuit conductors from each device to panel board circuit breaker and individual grounded circuit conductors from each device to the neutral bus located in the panel board. Equipment grounding conductors shall be connected to the grounding electrode system through a ground bus located in the panel board.
- D. General lighting requirements:
  1. Lighting design guidelines:
    - a) Lighting shall comply with the design guidelines of the current edition of the IESNA Lighting Handbook.
  2. Where existing light fixtures are reused, Lessor shall modify fixtures as necessary to comply with all seismic guidelines. Lessor shall thoroughly clean fixture housings, lamps, and fixture lenses. All lenses shall be free of damage and discoloration. There shall be no visual discrepancy between existing lamp color temperature and new lamp color temperature in each enclosed space. Lessor shall replace incandescent lamp fixtures with new high efficiency lamp fixtures where applicable.
  3. Premises shall have sufficient light fixtures properly spaced and be capable of providing the recommended levels of illumination indicated in the following table.
    - a) Minimum lighting levels:

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

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

## EXHIBIT B – OUTLINE SPECIFICATIONS DIVISION 2

- a) Minimum Color Rendering Index (CRI) of 75 percent
- b) Option of common Color Temperature lamps (CCT) (2700° K through 4100° K)
- c) Minimum power factor of 90 percent
- d) Minimum system efficacy of 60 lumens per watt
- e) Electronic ballast
- f) Maximum Total Harmonic Distortion (THD) of 20 percent
- g) Minimum lamp life of 10,000 hours
6. Minimum requirements for LED lighting systems
  - a) Minimum Color Rendering Index (CRI) of 80
  - b) Option of common Color Temperature lamps (CCT) (3000° K through 4100° K)
  - c) Minimum power factor of 90 percent
  - d) Minimum system efficacy of 90 lumens per watt
  - e) Internal LED Driver
  - f) Lamps capable of being dimmed from 100 percent to 0 percent of maximum lighting output
  - g) Minimum lamp life of 50,000 hours
7. Pairs of one-lamp or three-lamp recessed fluorescent luminaires and continuous mounted fluorescents that are (1) on the same switch control, (2) in the same area, (3) within 10 feet of each other in accessible ceiling spaces; and (4) do not use electronic ballasts, shall be tandem wired and shall not use single lamp ballasts.
8. Where required, lighting panel switches, including exterior lighting, shall have a two-schedule, programmable, seven-day with holiday setting, battery-backup time clock. Time clock operation shall have manual override with a two-hour bypass. Override shall be accessible to the tenant.
9. Where exterior illumination is required, Lessor shall provide and install exterior solid-state luminaires that are designed for and exclusively use LED lamp technology. Luminaires shall include integrated controls and the required Backlight, Uplight, and Glare (BUG) ratings based on the Lighting Zone the luminaires are in for accent light and outdoor building security lighting. All building entrances shall be illuminated.
- E. Communication equipment requirements:
  1. Lessor shall provide and install all conduits and telephone service cabling from the building's main point of entry to the tenant agency's Telecommunication closet.
  2. Lessor shall furnish and install telephone terminal backboard. Backboard shall be 4' x 8' x 3/4" thick, fire-retardant plywood, and painted per code to match adjacent surfaces.
  3. Lessor shall furnish and install termination blocks, cable management hardware, and terminate and label all cables at both ends.
  4. Lessor shall provide and install all components as required by the telephone service provider's requirements.
  5. Unless otherwise noted, Lessor shall furnish and install a complete structured cabling system from the tenant agency's telecommunication closet to the final point of termination. Lessor shall provide all components such as (but not limited to): cabling, cable labels, cable trays, cable management hardware, patch panels, cross connects, patch cords, faceplate, jacks, wall outlets and MSF workstation outlets, as necessary or required for a complete and operational system.
  6. Lessor shall provide and install all conduit and outlet boxes with pull-wire.
  7. The system shall be tested pursuant to and meet ANSI/TIA/EIA standards.
  8. BICSI Certified cabling installers shall perform all work, and shall comply with all ANSI/TIA/EIA cabling standards.
  9. The system shall comply with the requirements of the tenant agency's specifications.

**EXHIBIT B – OUTLINE SPECIFICATIONS  
DIVISION 2**

10. The State shall not be required to remove any communication equipment and/or cabling described herein either during the lease term or upon termination of this lease.

**2.15 PARKING AND PAVING**

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

***END OF DIVISION 2***

## **EXHIBIT B – OUTLINE SPECIFICATIONS DIVISION 3**

### **DIVISION 3 – SPECIAL PROVISIONS**

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

*There are NO SPECIAL PROVISIONS for this Project.*

***END OF DIVISION 3***

## **EXHIBIT B – OUTLINE SPECIFICATIONS DIVISION 4**

### **DIVISION 4 – TECHNICAL REQUIREMENTS**

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

*There are NO TECHNICAL REQUIREMENTS for this Project.*

***END OF DIVISION 4***