Title: Lease Agreement: Sacramento Valley Station, 401 I Street, Suites 210 and 220

Location: Sacramento Valley Station, 401 I Street, Suites 210 and 220, District 3

Recommendation: Pass a Motion: 1) determining that, pursuant to City Code Section 3.68.110(D), the leasing of 401 I Street, Suites 210 and 220 without bidding is in the best interest of the City; 2) authorizing the City Manager or the City Manager’s designee to execute a lease agreement with Clark Construction Group – California LP, for an initial lease term of five years for Suite 210 and an initial lease term of four years for Suite 220, with two three-year options to extend; and 3) authorizing the City Manager or the City Manager’s designee to execute minor lease amendments pursuant to City Code Section 3.68.120.

Contact: Steve Ward, Real Property Agent, (916) 808-1081; Richard Sanders, Superintendent, Department of Public Works

Presenter: None

Attachments:
1-Description/Analysis
2-Lease Agreement
Description/Analysis

Issue Detail: Clark Construction Group – California LP (Clark) submitted a written offer to lease 4,220 square feet (s.f.) of vacant space (Premises) on the second floor of the City-owned Sacramento Valley Station (SVS), located at 401 I Street, Suites 210 and 220. The City desires to lease the Premises to Clark on the terms and conditions specified in the lease agreement attached hereto for an initial term of five years for Suite 210 and four years for Suite 220, with two additional three-year options to extend.

Policy Considerations: The City issued RFP No. P16014551001 on July 22, 2016, announcing the City’s intent to lease portions of the SVS and requesting proposals from interested parties. No proposals were received for Suites 210 and 220. Thus, the City began marketing Suites 210 and 220 to the brokerage and business community in Sacramento. City Code Section 3.68.110(D) allows the City to lease City property without bidding when a firm and complete written offer for lease has been submitted with rent at or above market value for comparable, similarly situated properties (as determined by the real property supervisor) and the City Council finds that leasing the property without bidding is in the best interest of the City. Clark submitted a written offer for lease and the City’s real property supervisor determined the offered rent was at or above fair market rate for comparable, similarly situated property. Leasing to Clark is in the best interest of the City because such lease will promote development and growth in the Railyards Innovation District adjacent to SVS, as described in further detail below.

The recommendations in this report are consistent with the adopted 2013 Economic Development Strategy goal to invest in building Sacramento and the objective to “Encourage strategic investments and initiatives that lead to economic development, job growth and enhance the quality of life in Sacramento.”

Economic Impacts: None

Environmental Considerations: The leasing of space in the ordinary course of City operations is a continuing administrative activity and is not considered a project under the California Environmental Quality Act (CEQA) Guidelines section 15378(b)(2). Additionally, any improvements to the Premises would be exempt from CEQA pursuant to CEQA Guidelines section 15301 as minor alterations of an existing public structure involving negligible or no expansion of the existing use.

Sustainability: Not applicable

Commission/Committee Action: None
Rationale for Recommendation: The SVS is located in the Railyards Innovation District, which is envisioned to serve as a hub for businesses and organizations that support growth, innovation and technology.

A lease with Clark at SVS supports the goals of the City’s Economic Development Strategy. It is in the best interest of the City to lease office space within SVS to Clark, which will serve as Clark’s regional offices and provide necessary meeting space for Clark’s design team assisting with Railyards construction projects. Clark had 2018 annual revenue of more than $5 billion and is one of the largest commercial and civil contractors in the country. Additionally, Clark is a leader in the innovative field of Building Information Modeling which is an intelligent 3D model-based process enabling architects, engineers, and contractors to more efficiently plan, design, construct, and manage buildings and infrastructure. Clark has been assisting its clients in the public and private sectors for over 100 years and will be responsible for constructing the new Sacramento County Criminal Courthouse for the Superior Court of California, which will be located in the Railyards. Once the new 543,000 square foot structure located at 6th Street and H Streets is completed, it will serve as an anchor building and jump-start growth of the Railyards development project. The total construction cost of the new courthouse is approximately $500 million and will create new jobs and economic activity for the Railyards Innovation District.

Financial Considerations: The monthly rent for the 4,220 square feet (s.f.) Premises will be $1.95/s.f., with annual increases of $0.05/s.f. However, the Premises are currently in basic shell condition and Clark will be self-performing and self-funding the necessary tenant improvements within each suite. The allowance for the tenant improvements will be $80.00/s.f. amortized at 6% interest over the term of each suite. Clark will have a reduced monthly rent to offset the tenant improvement costs during the initial term as outlined in the tables below. Therefore, the City will not have to pay any upfront tenant improvement costs.

Clark will make a security deposit of $8,229.00, which is equivalent to one month’s rent.

The total lease revenue for Suite 210 during the initial 5-year term will be $60,526.20, as outlined below:
<table>
<thead>
<tr>
<th>Months Following the Rental Commencement Date</th>
<th>Rental Rate per Floor Area Square Feet per Month</th>
<th>Base Monthly Rent</th>
<th>Tenant Improvement Amortization per Month</th>
<th>Minimum Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-12</td>
<td>$1.95</td>
<td>$3,907.80</td>
<td>($3,099.43)</td>
<td>$808.37</td>
</tr>
<tr>
<td>13-24</td>
<td>$2.00</td>
<td>$4,008.00</td>
<td>($3,099.43)</td>
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<tr>
<td>25-36</td>
<td>$2.05</td>
<td>$4,108.20</td>
<td>($3,099.43)</td>
<td>$1,008.77</td>
</tr>
<tr>
<td>37-48</td>
<td>$2.10</td>
<td>$4,208.40</td>
<td>($3,099.43)</td>
<td>$1,108.97</td>
</tr>
<tr>
<td>49-60</td>
<td>$2.15</td>
<td>$4,308.60</td>
<td>($3,099.43)</td>
<td>$1,209.17</td>
</tr>
</tbody>
</table>

The total lease revenue for Suite 220 during the initial four-year period will be $15,550.56, as outlined below:

<table>
<thead>
<tr>
<th>Months Following the Rental Commencement Date</th>
<th>Rental Rate per Floor Area Square Feet per Month</th>
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<td>($4,163.43)</td>
<td>$490.17</td>
</tr>
</tbody>
</table>

The rental rate for the option period(s) shall be at 95% of Fair Market Value at the time of Clark’s notice to extend the lease term.

All lease revenue will be used for ongoing operating and management expenses at the SVS.

Local Business Enterprise (LBE): Not applicable.
OFFICE SPACE LEASE
SACRAMENTO VALLEY STATION
SACRAMENTO, CALIFORNIA

CITY OF SACRAMENTO
A MUNICIPAL CORPORATION
"LANDLORD"

CLARK CONSTRUCTION GROUP – CALIFORNIA, LP
"TENANT"
LEASE
SACRAMENTO VALLEY STATION
401 I Street, Sacramento CA 95814

THIS LEASE ("Lease") is entered into as of the Date of Execution set forth below, by and between Landlord and Tenant.

ARTICLE 1
BASIC LEASE PROVISIONS

1.1 Date of Execution: ____________, 2019
1.2 Rental Commencement Date: Defined in Section 7.1 below.
1.3 Landlord: CITY OF SACRAMENTO, A MUNICIPAL CORPORATION ("Landlord")
1.4 Tenant: CLARK CONSTRUCTION GROUP – CALIFORNIA, LP ("Tenant")
1.5 Site: SACRAMENTO VALLEY STATION (the "SVS"), located in the City of Sacramento, County of Sacramento, State of California, as more particularly described in Exhibit A.
1.6 Premises: The premises consist of following portions of the second floor of the Site, as more particularly shown on Exhibit B (the "Premises"):
   Suite 210 Floor Area: 2,004 sq. ft.
   Suite 220 Floor Area: 2,216 sq. ft.
   Address: 401 I Street, Sacramento, CA 95814
1.7 Term: According to the terms and conditions in Article 4 below, the term of this Lease ("Term") is:
   Suite 210: 60 months
   Suite 220: 48 months
1.8 Base Year Calendar Year 2020
1.9 Minimum Monthly Rent:

SUITE 210

<table>
<thead>
<tr>
<th>Months Following the Rental Commencement Date</th>
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</tbody>
</table>
SUITE 220

<table>
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<tr>
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</table>

1.10 Use of Premises: The Premises shall be used as general office space, and for no other use or purpose.

1.11 Security Deposit: $8,229.00

1.12 Business Hours for Tenant: 6:00 AM to 6:00 PM Monday through Friday (except Building Holidays), provided that Tenant shall have access to the Premises 24 hours per day, 7 days per week, 365 days per year during the Term.

1.13 Broker(s): No broker represented Tenant in this transaction.

1.14 Addresses:

**LANDLORD:**
Notices to:
City of Sacramento
Attn: Superintendent of Real Estate Services
915 I Street, 2nd Floor
Sacramento, CA 95814

**TENANT:**
Notices to:
Jason Martin
Clark Construction Group, CA LP
180 Howard Street, Suite 1200
San Francisco, CA 94105
with a copy to:
Mark Furuya
Clark Construction Group, CA LP
18201 Von Karman Ave. #800
Irvine, CA 92612

Landlord's Address for Payments and Reports:
City of Sacramento
Attn: Superintendent of Real Estate Services
915 I Street, 2nd Floor
Sacramento, CA 95814

Tenant's Address for Payments and Reports:
Clark Construction Group, CA LP
Attention: Venus Martinus
180 Howard Street, Suite 1200
San Francisco, CA 94105

This Article 1 is intended to supplement and/or summarize the provisions set forth in the balance of this Lease. If there is any conflict between any provisions contained in this Article 1 and the balance of the Lease, the balance of the Lease shall control.
ARTICLE 2
EXHIBITS

The following Exhibits are attached to, and by this reference made a part of, this Lease:

EXHIBIT A  Legal Description of Sacramento Valley Station ("Site").

EXHIBIT B  Site Plan of Premises. Exhibit B shows, among other things, the approximate location of the Premises, and the principal improvements which comprise the Sacramento Valley Station.

EXHIBIT B-1  Proposed Floor Plan of the Premises. Exhibit B-1 shows Tenant's present proposal for the floor plan of the Premises and shall not constitute a representation respecting the actual floor plan as it may exist upon substantial completion of Landlord's Work.

EXHIBIT C  Landlord's Work and Tenant's Work: Exhibit C sets out the responsibilities of Landlord and Tenant relating to improvements to the Premises.

EXHIBIT C-1  Tenant Design & Construction Guidelines

EXHIBIT D  Parking

EXHIBIT E  Janitorial Specifications

EXHIBIT F  Rules and Regulations for the Sacramento Valley Station. Exhibit F sets out various rules which govern the conduct of Tenant, Tenant's employees, and others.

ALL EXHIBITS ARE A PART OF THIS LEASE AND SHOULD BE REVIEWED CAREFULLY BY TENANT.

ARTICLE 3
PREMISES

3.1 PREMISES. Landlord leases to Tenant and Tenant leases from Landlord, for the Term (as defined in Article 4) and upon the covenants and conditions set forth in this Lease, the Premises described in Section 1.6. The Premises shall include only the appurtenances specifically granted in this Lease with Landlord specifically excepting and reserving for itself the roof, the air space above the ceiling, the space below the floor, the exterior portions of the Premises, and the right to install, maintain, use, repair and replace pipes, ductwork, conduits, utility lines, and wires in, on, over, and under the Premises. Tenant acknowledges that the location of the Premises as shown on Exhibit B and the dimensions and Floor Area (as defined below) of the Premises as set forth in Section 1.6 are approximations, and that the proposed floor plan shown on Exhibit B-1 is a proposal only, and that none of the foregoing shall be deemed representations by Landlord. The final dimensions and Floor Area of the Premises will be established after completion of Tenant's Work (specified in Exhibit C) and will be memorialized in an amendment to this Lease.

3.2 FLOOR AREA. The term "Floor Area," as used in this Lease shall mean all areas of the Premises designated by Landlord for the exclusive use of the Tenant measured in accordance with the Building Owners and Managers Association - 1996 method. Tenant's architect shall confirm all measurements, with any disagreement between Tenant and Landlord to be resolved by an independent architect. Once confirmed in writing by both parties through an amendment to this Lease, the Premises size will not be subject to re-measurement. Landlord shall not be required to reimburse Tenant's architect(s) for any work performed by the architect(s), including without limitation measurements or independent review.

3.3 USE OF ADDITIONAL AREA. The use and occupation by Tenant of the Premises shall include a revocable non-exclusive license to use, in common with the others entitled thereto, the Common Area (as defined in Section 12.1), as may be designated from time to time by Landlord, subject, however, to the terms and conditions of this Lease, the Declaration (as defined in Article 23), if any, and rules and regulations for the use thereof as prescribed from time to time by Landlord.
ARTICLE 4
TERM

4.1 TERM. The Term of this Lease shall commence upon the Rental Commencement Date (as defined in Section 7.1 below), and shall continue, unless sooner terminated in accordance with the provisions of this Lease, for the number of months specified in Section 1.7 computed from the first day of the month following the Rental Commencement Date, and any extensions thereof as may be agreed upon in writing between Landlord and Tenant. Landlord and Tenant agree to execute an amendment to this Lease at or near the Rental Commencement Date, to clarify the exact Rental Commencement Date and the date on which the Lease will terminate.

4.2 OPTIONS. Landlord hereby grants to Tenant two (2) consecutive options to extend the lease Term for Suites 210 and 220. Each option shall be 36 months, on the same terms and conditions as set forth in this Lease. The options shall be exercisable by Tenant on the express condition that at the time of exercise, and at all times prior to the commencement of the option term, Tenant shall not be in default under any provisions of this Lease. Such options shall be exercised only by written notice delivered to Landlord at least 9 months, but not more than 12 months, prior to the expiration of the lease Term. The Minimum Monthly Rental during the first and second option periods shall be 95% of Fair Market Value, as determined by City in its sole discretion, at the time of Tenant's notice to extend the Term.

ARTICLE 5
POSSESSION

5.1 DELIVERY OF PREMISES. The term "Delivery of Premises" as used in this Lease shall mean the date Landlord notifies Tenant in writing that the Landlord's Work described in Exhibit C is substantially complete to the point where Tenant's contractor may commence the construction of Tenant's Work specified in Exhibit C. This notice shall be conclusive and binding upon both Landlord and Tenant.

5.2 POSSESSION. Tenant shall accept the condition of the Premises from Landlord upon Delivery of Premises; provided, however, that Delivery of Premises will not occur until Landlord has received from Tenant all of the following: (a) Security Deposit; (b) executed copies of insurance policies or certificates thereof as required under Article 14; (c) copies of permits and authorizations required from any governmental agency to operate Tenant's business in the Premises and as otherwise required under this Lease; and (d) any items Tenant is required to deliver to Landlord pursuant to Exhibit C at or before Delivery of Premises (including, if applicable, Tenant's building permit and Tenant's Plans). If Landlord chooses not to perform Delivery of Premises to Tenant because one or more of the above-specified items are not received by Landlord, neither the date of Delivery of Premises nor the Rental Commencement Date shall be affected and all delays occasioned thereby will be the responsibility of Tenant.

ARTICLE 6
CONSTRUCTION AND CERTIFICATE OF OCCUPANCY

6.1 CONSTRUCTION. Tenant shall commence Tenant's Work as specified in Exhibit C upon Delivery of Premises to Tenant, and Tenant shall diligently prosecute same to completion, with all of Tenant's Work completed no later than 180 calendar days after Delivery of Premises.

6.2 TENANT'S REQUIREMENT TO PROVIDE PLANS. Tenant shall be required to submit building plans and specifications, including cost estimates, ("Tenant's Plans") for Tenant's Improvements to Landlord for review and approval prior to submitting Tenant's Plans for issuance of building permits. Tenant's Improvements are defined as those items described as Tenant's Work as listed in Exhibit C. Tenant agrees to cause the Tenant's Plans to be diligently prepared and submitted to the Landlord for approval within 60 calendar days after the Date of Execution, such approval not to be unreasonably withheld. For purposes of this Section, "Tenant's Plans" shall mean building plans prepared for Tenant's Improvements and submitted to Landlord for approval.
6.3 CERTIFICATE OF OCCUPANCY. Within ten (10) days of receiving a certificate of occupancy issued by the appropriate Governmental Agency respecting Tenant's Work, Tenant shall deliver a copy of said certificate to Landlord.

ARTICLE 7
RENT

7.1 RENTAL COMMENCEMENT DATE. The term "Rental Commencement Date" as used in this Lease shall mean the earlier of: (a) substantial completion of Tenant's Work, or (b) issuance of a Certificate of Occupancy, or (c) 180 calendar days after Delivery of Premises. However, the Rental Commencement Date for Suite 220 shall be no earlier than May 1, 2020.

7.2 MINIMUM RENT. Tenant shall pay the sum specified as "Minimum Monthly Rent" in Section 1.9, in equal monthly installments, in advance, on or before the first day of each month during the Term, without prior demand, offset, or deduction, commencing on the Rental Commencement Date. Should the Rental Commencement Date be a day other than the first day of a calendar month, then the monthly installment of Minimum Monthly Rent for the first fractional month shall be equal to one-thirtieth (1/30th) of the monthly installment of Minimum Monthly Rent for each day from the Rental Commencement Date to the end of the partial month. All Minimum Monthly Rent payments shall be applied to Tenant's earliest arrears, if any.

7.3 ADJUSTMENT TO MINIMUM MONTHLY RENT. Tenant shall be provided a reduction in rent as outlined in Section 1.9 to offset Tenant's cost to construct improvements within the Premises.

7.4 PLACE OF PAYMENT. Tenant shall pay Minimum Monthly Rent and Additional Rent to Landlord at the address specified as "Landlord's Address for Payments and Reports" in Section 1.14 (as may be changed from time to time pursuant to Article 22 below).

7.5 LATE CHARGES. If any installment of Minimum Monthly Rent or Additional Rent is not received by Landlord or Landlord's designee within ten (10) days after said amount is due, then Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

7.6 TENANT'S SHARE OF OPERATING EXPENSE INCREASE. In addition to the Minimum Monthly Rent and Additional Rent amounts specified above, Tenant shall pay to Landlord during the Term Tenant's share of Operating Expense Increase in accordance with the following provisions:

(a) Base Year is specified in Section 1.8.

(b) Comparison Year is defined as each calendar year during the term of the Lease subsequent to the Base Year.

(c) The following costs relating to the ownership and operation of the SVS are defined as Operating Expenses: Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition of the following: The Common Area, including their surfaces, coverings, decorative items, carpets, window coverings, and including parking area, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, irrigation systems, Common Area lighting, building exteriors, roofs, fences and gates; All heating, ventilating, air-conditioning plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by or for the benefit of tenants or occupants of the SVS, including elevators, tenant directories, fire detection systems including sprinkler maintenance and repair; All other areas and improvements that are within the exterior boundaries of the SVS but outside of the Premises.
and/or any other space occupied by Tenant; The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections; The cost of any other service to be provided by Landlord that is elsewhere in this Lease stated to be an Operating Expense; The cost of the premiums for the insurance policies maintained by Landlord and any deductible portion of an insured loss concerning the SVS or the Common Area; The amount of special assessment taxes payable by Landlord; The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered; Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the SVS and accounting and management fees attributable to the SVS; The cost to replace equipment or improvements that have a useful life for accounting purposes of five (5) years or less; Reserves set aside for maintenance, repair, and/or replacement of Common Area improvements and equipment; The cost of any capital improvement to SVS shall be allocated over a twelve (12) year period and Tenant shall not be required to pay more than Tenant's share of 1/144th of the cost of such capital expenditure in any given month.

(d) Any item of the Operating Expenses that is specifically attributable to a certain tenant premises, or to the operation, repair, and maintenance thereof, shall be allocated entirely to such tenant premises. However, any such item that is not specifically attributable to a certain tenant premises, or to the operation, repair, and maintenance thereof, shall be equitably allocated by Landlord to all tenants in the SVS.

(e) Tenant's share of Operating Expense Increase is payable monthly on the same day as the Minimum Monthly Rent is due hereunder. The amount of such payments shall be based on Landlord's estimate of the Operating Expenses. Within 60 days after written request (but not more than once each year), Landlord shall deliver to Tenant a reasonably detailed statement showing Tenant's share of the actual Operating Expenses for the preceding year. If Tenant's payments during such year exceed Tenant's share, Landlord shall credit the amount of such over payment against Tenant's future payments. If Tenant's payments during such year were less than Tenant's share, Tenant shall pay to Landlord the amount of the deficiency within 10 days after delivery by Landlord to Tenant of said statement. Landlord and Tenant shall adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Tenant is responsible as to Operating Expense Increase, notwithstanding that the Lease Term may have terminated before the end of such Comparison Year.

(f) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement such as the parking lot paving, elevators, or fences that have a useful life for accounting purposes of five (5) years or more.

(g) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Landlord is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

ARTICLE 8
TAXES

8.1 PERSONAL PROPERTY TAXES. Tenant shall pay, prior to delinquency, all impositions on the furniture, fixtures, equipment, and other personal property of or being used by Tenant at any time situated on or installed in the Premises.

8.2 REAL PROPERTY TAXES. Commencing as of the Rental Commencement Date and continuing thereafter during the Term, Tenant shall pay Tenant's Possessory Interest Tax directly to the Sacramento County Assessor's Office. Landlord shall be responsible for payment of special assessment taxes levied against the SVS.

8.3 BUSINESS TAXES. Tenant shall pay when due all impositions levied, assessed, or imposed by law or ordinance, because of Tenant's use of the Premises.
ARTICLE 9
UTILITIES & SERVICES

9.1 UTILITIES & SERVICES PROVIDED BY LANDLORD. Landlord shall provide heating, ventilation, air conditioning (HVAC), electricity, water and sewer, and restroom use in connection with this Lease. Landlord shall also provide janitorial services to the Premises pursuant to the janitorial specifications attached in Exhibit E. Furthermore, Landlord shall provide a security guard within the first-floor common area of the east wing of the SVS for eight hours per work day (Monday through Friday). For security guard services outside of the normal work day schedule (such schedule to be determined by Landlord), Tenant may request such services through Landlord’s security guard vendor at the contracted hourly rate.

9.2 SERVICES EXCLUSIVE TO TENANT. Tenant shall pay for all costs associated with its SMUD electrical service, data/telecommunications equipment and service, its security equipment and service, and other utilities or services specially or exclusively supplied and/or metered exclusively to the Premises or to Tenant, together with any taxes thereon.

9.3 HOURS OF SERVICE. Utilities and services provided by Landlord shall be provided during the times set forth in Section 1.12 above. HVAC services required at other times shall be subject to advance request and reimbursement by Tenant to Landlord as follows: Tenant may use four (4) hours of overtime HVAC per month at no additional cost to Tenant, but Tenant must pay for all overtime HVAC usage above 4 hours per month. The current rate for overtime HVAC per hour is fifty dollars ($50.00), which shall be Landlord’s actual cost of providing such service. Tenant must notify Landlord forty-eight (48) hours in advance of the requested overtime hours of operation. If Tenant desires to request after hours HVAC use on short notice, City Facilities & Property Management staff may not be available to adjust operating hours and Tenant can call the City’s 311 information line to request a mechanical technician to adjust the desired hours later. Tenant will be billed for two (2) hours of the mechanical technician’s time if City Facilities & Property Management staff are not available.

9.4 WAIVER OF LIABILITY. Landlord shall not be liable in damages for: (a) any failure or interruption of any utility service not caused solely and directly by Landlord, or (b) any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, or defect not caused solely and directly by Landlord in the supply or character of the electric energy furnished to the Premises, or if the quantity or character of the electric energy supplied by the electric service provider, is no longer available or suitable for Tenant’s requirements, and no such change, failure, defect, unavailability or unsuitability shall constitute an actual or constructive eviction in whole or in part, or entitle Tenant to terminate this Lease, abate rent or discontinue making payments of (or offset any amounts against) Minimum Monthly Rent, Additional Rent, or Operating Expense Increase, or relieve Tenant from any of its obligations under the Lease.

ARTICLE 10
TENANT’S CONDUCT OF BUSINESS

10.1 PERMITTED USE. Tenant shall operate its business from the Premises solely for the use specified in Section 1.10 as “Use of Premises.” Any use of the Premises other than as set forth in Section 1.10 is absolutely prohibited.

10.2 RULES, REGULATIONS, AND RESTRICTIONS.

(a) Tenant shall keep the Premises in a neat and clean condition, free from any unreasonable noises, odors, or nuisances and shall promptly comply, at its sole cost and expense, with all applicable laws, ordinances, and regulations (collectively, the “Laws”) of all applicable federal, state and local authorities including, without limitation, the Americans With Disabilities Act of 1990, and shall also promptly comply with all conditions, covenants, and restrictions now or hereafter recorded against the Premises or the SVS relating to or affecting the condition, use or occupancy of the Premises. To the extent that such compliance would require Landlord’s prior consent under another provision of this Lease, Tenant shall present to Landlord all documents and other information Landlord may require in order for Landlord to
make an informed decision as to Tenant's requested compliance action. Landlord's consent or approval to Tenant's requested compliance action shall not be unreasonably withheld but Landlord may impose reasonable conditions upon its consent or approval and Tenant shall bear the cost of compliance with both the Laws and Landlord's reasonable conditions. Tenant shall also comply with all rules and regulations for the SVS attached hereto as Exhibit F, as they may be amended from time to time. Tenant shall deposit trash and rubbish only within receptacles approved by Landlord. Trash receptacle areas are to be maintained in a clean and safe condition at all times.

(b) Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of, or affect any, fire or other insurance upon the Premises or the SVS (or any part thereof), or cause a cancellation of any insurance policy covering said Premises or the SVS (or any part thereof) or any of its contents. Tenant shall not do or permit or suffer anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the SVS or injure or annoy them or which, in Landlord's reasonable opinion, will in any way impair the reputation or character of the Landlord's property, nor shall Tenant use or allow the Premises to be used for any improper, immoral, unlawful or objectionable or offensive purpose, nor shall Tenant cause, maintain, or suffer or permit any nuisance in, on or about the Premises. Tenant shall take all necessary action to prevent odors, emissions, fumes, liquids or other substances or excessive noise from escaping or extending beyond the Premises. Notwithstanding anything to the contrary elsewhere in this Lease, Tenant shall not use or permit or suffer the use of the Premises for any use which at the time Tenant desires to change to such use would conflict with a then-existing restriction on use or exclusive use granted to any other tenant of the SVS. Tenant shall not commit or allow to be committed any waste in or upon the Premises and shall refrain from using or permitting the use of the Premises or any portion thereof as living quarters, sleeping quarters or for lodging purposes. Further, Tenant will not use or permit the Premises or any part thereof to be used for any disorderly, unlawful or hazardous purpose and will not manufacture any commodity therein. Tenant shall refrain from and discontinue any such prohibited use upon receipt of written notice from Landlord no later than three (3) days after mailing thereof. If the use permitted under this Lease is determined by Landlord at any time to be a use that may generate excessive noise, offensive odors or other offensive impacts which could be a nuisance to other tenants in the SVS, to surrounding property owners, or to business invitees or licensees of the SVS, Tenant shall be responsible for installing, providing for and maintaining, at Tenant's sole cost and expense, measures to mitigate the nuisance or potential nuisance. The type and adequacy of such mitigating measures shall be determined by Landlord and communicated to Tenant by written notice. The construction, installation, maintenance and repair of such mitigating measures as Landlord determines are necessary shall be accomplished in accordance with the requirements set forth in Article 11 below.

10.3 HAZARDOUS SUBSTANCES. The term "Hazardous Substances," as used in this Lease, shall mean: (a) all chemicals, materials, or substances, whether gaseous, solid or liquid, for which the use, storage, handling, generation, treatment, disposal, discharge, release, transportation, clean-up, or notification, are subject to any federal, state, or local laws, regulations, or policies in effect during the Term of this Lease (collectively, "Hazardous Substance Laws"), and (b) all flammables, explosives, radioactive materials, asbestos and other carcinogens, chlorinated biphenyls (PCB's), pesticides, chemicals known to cause reproductive toxicity, petroleum and petroleum by-products and derivatives, whether or not such substances are subject to regulation under Hazardous Substance Laws. The Hazardous Substance Laws include, without limitation, the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Standard Amendments and Reauthorization Act (SARA), Emergency Planning and Community Right-To-Know Act (SARA Title III), Federal Clean Water Act, Federal Clean Air Act, Federal Occupational Safety and Health Act (Fed/OSHA), Toxic Substances Control Act (TSCA), Hazardous Substances Act (HSA), California Hazardous Waste Control Law, Hazardous Materials Release Response Plans and Inventory Law, California Underground Storage of Hazardous Substances Law, Aboveground Petroleum Storage Act, California Occupational, Safety, and Health Act (Cal/OSHA), Safe Drinking Water and Toxic Enforcement Act (Proposition 65), Carpenter-Presley-Tanner Hazardous Substance Account Act, the Porter-Cologne Water Quality Act and any

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rules promulgated by the Sacramento Metropolitan Air Quality Management District (SMAQMD) or other governmental agencies controlling or regulating toxic substances.

(a) TENANT'S RESTRICTIONS. Tenant shall not cause or permit to occur:

(i) Any violation of any Hazardous Substance Law, related to environmental conditions on, under, or about the Premises, or arising from Tenant’s use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or

(ii) The use, generation, release, manufacture, refining, production, processing, handling, treating, storage, or disposal of any Hazardous Substance on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance. Tenant acknowledges and agrees that any disposal, release, or discharge of Hazardous Substances in, on, or under the Premises shall be in and of itself an unreasonable use of the Premises beyond the scope of any permissible use of the Premises, and shall be a default under this Lease.

(b) ENVIRONMENTAL CLEAN-UP.

(i) Tenant shall, at Tenant's own expense, comply with Hazardous Substance Laws.

(ii) Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental agencies under the Hazardous Substance Laws.

(iii) Tenant shall provide Landlord with written notification of any spill, release or other discharge of Hazardous Substances at or near the Premises within twenty-four (24) hours of such event.

(iv) Should any governmental agency or any third party demand that a cleanup plan be prepared and that a cleanup be undertaken because of any disposal, discharge, or release of Hazardous Substances that occurs during the Term of this Lease, at or from the Premises, or which arises at any time from Tenant’s use or occupancy of the Premises, then Tenant shall, at Tenant’s own expense, prepare and submit the required clean-up plans and all related bonds and other financial assurances; and Tenant shall carry out all such clean-up plans and clean-up until completed to the satisfaction of the applicable governmental agency, provided, that any such clean-up shall, at a minimum, return the Premises to the condition existing before the disposal, discharge, or release of the Hazardous Substances. Without limiting the foregoing, Tenant shall immediately remedy any violation of any of the Hazardous Substance Laws by Tenant or otherwise at or from the Premises during the Term at Tenant’s sole cost and expense, including repairing any damage to the Premises or other property caused by such violation. Tenant’s clean-up of any such disposal, discharge, or release, or Tenant’s remediation of any violation of the Hazardous Substance Laws, shall not preclude Landlord from, nor be in lieu of, the exercise by Landlord of any remedies available to Landlord for Tenant’s default of this Lease, including termination of the Lease.

(v) Tenant shall promptly provide all information regarding the use, generation, release, manufacture, refining, production, processing, handling, treating, storage, disposal or transportation of Hazardous Substances at or near the Premises as requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section 10.3 within a reasonable time, Landlord may, but shall not be required to, do so at Tenant’s expense; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Hazardous Substance Laws to the Premises and Tenant’s use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord’s request. No such action by Landlord and no attempt made by Landlord to
mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Section 10.3.

(vi) Tenant shall provide Landlord, at Tenant's sole cost and expense, copies of all correspondence with any governmental agency concerning Hazardous Substances promptly upon sending or receiving such correspondence. For purposes of this subsection, "correspondence" shall include any clean-up plans or other submittals made by Tenant to a governmental agency or any notice or other communication received from a governmental agency.

(vii) Without limiting any other rights of Landlord under this Lease to inspect or otherwise enter the Premises, Tenant shall permit Landlord and Landlord's agents, employees, contractors, and/or consultants to enter the Premises during regular business hours and upon reasonable advance notice of no less than twenty-four (24) hours for the purposes of inspecting the Premises to ensure that Tenant is complying with the Hazardous Substance Laws and the terms of this Section 10.3. Such inspection may, but shall not be required to, include, without limitation, any sampling and/or testing of soil or of any materials or substances on the Premises deemed necessary by Landlord. Notwithstanding the foregoing, Landlord may, but shall not be required to, enter the Premises at any time to stop the disposal, discharge, or release of any Hazardous Substances in violation of the Hazardous Substance Laws. No such inspection by Landlord shall in any way whatsoever limit, restrict, or otherwise adversely affect any right or remedy Landlord may otherwise have against Tenant under this Lease, including, without limitation, any right or remedy provided in Article 17 or the indemnity provided in Subsection 10.3(c) below.

(c) TENANT’S INDEMNITY. Tenant hereby agrees to indemnify, defend, and hold harmless Landlord and any lender or encumbrancer of all or part of the SVS and their respective officers, members, directors, partners or agents, affiliates, beneficiaries, shareholders, joint venturers, related and affiliated groups or entities, and employees from all fines, suits, procedures, claims, liabilities, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all governmental agencies under the Hazardous Substance Laws and all other environmental laws; except that Tenant shall not be liable for claims resulting from the sole negligence or sole willful misconduct of Landlord and any lender or encumbrancer of all or part of the SVS and their respective officers, members, directors, partners or agents, affiliates, beneficiaries, joint venturers, related and affiliated groups or entities.

(d) SURVIVAL. Tenant's obligations and liabilities (including, without limitation, indemnities under this Section 10.3) shall survive the expiration of this Lease. Nothing in this Section 10.3 (including, without limitation, those provisions enumerating the rights of Landlord and any action, or failure to act, thereunder) shall be deemed to be an approval or acquiescence by Landlord of any action or failure to act by Tenant in violation of any Hazardous Substance Law.

ARTICLE 11
MAINTENANCE, REPAIRS, AND ALTERATIONS

11.1 LANDLORD'S MAINTENANCE AND REPAIR OBLIGATIONS. During the Term, Landlord shall maintain in good condition and repair the structural portion of the SVS, foundations, roofs, floor decks, elevator system, restrooms, Common Area, fire exit stairways, risers, sprinkler systems, closets for janitorial, electrical, telephone, plumbing, fire and life safety systems, heating ventilating and air-conditioning equipment, electrical systems, windows, doors, structural condition of interior bearing walls, and exterior walls of the SVS; provided however that if any repairs or replacements are required by reason of the negligence or willful acts or omissions of Tenant, Tenant's employees or
LANDLORD’S RIGHT OF ENTRY. Upon reasonable advance notice to Tenant of no less than twenty-four (24) hours, Landlord, its agents, contractors, servants, and employees may, but shall not be obligated to, enter the Premises at all reasonable times to: (a) examine the Premises; (b) perform any obligation or exercise any right or remedy of Landlord under this Lease; (c) make repairs, alterations, improvements, or additions to the Premises or to other portions of the SVS as Landlord deems necessary or desirable; (d) perform work necessary to comply with laws, ordinances, rules, or regulations of any public authority or of any insurance underwriter; (e) perform work that Landlord deems necessary to prevent waste or deterioration in connection with the Premises; and (f) show the Premises to prospective purchasers, tenants, lenders, and insurers. If Landlord enters the Premises to take any action allowed under this Section 11.2, Landlord may take onto the Premises any material required therefor without same constituting an eviction of Tenant in whole or in part and the rent payments required under this Lease shall in no way abate by reason thereof. During the six (6) months prior to the expiration of the Term, Landlord may exhibit the Premises to prospective tenants and purchasers and may place upon the Premises appropriate leasing and/or for sale notices, which Tenant shall permit to remain without molestation.

11.3 TENANT’S MAINTENANCE AND REPAIR OBLIGATIONS. Notwithstanding Landlord’s obligation to keep the Premises in good condition and repair, Tenant shall be responsible for payment of the cost thereof to Landlord for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Tenant or the Premises to the extent such cost is attributable to abuse or misuse. Tenant shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any improvements within the Premises. Landlord may, at its option, upon reasonable notice, elect to have Tenant perform any particular such maintenance or repairs the cost of which is otherwise Tenant’s responsibility hereunder. Tenant shall at all times during the Term be responsible for altering the nonstructural elements of the Premises and rearranging the fixtures and furniture therein as necessary to comply with all applicable laws, ordinances, and regulations (including, without limitation, the Americans with Disabilities Act of 1990 or any amendments thereto and the regulations issued thereunder). Tenant shall install fixtures, decorate, and maintain the Premises in a tasteful and decorous manner having regard for the general standards of appearance prevailing in the SVS. Should Tenant fail to make these repairs and replacements or otherwise maintain the Premises, within three (3) calendar days after written demand by Landlord, or should Tenant commence but fail to complete any repairs or replacements within a reasonable time after written demand by Landlord, Landlord may, but shall in no event be obligated to, make the repairs or replacements without liability to Tenant for any loss or damage that may, in any way, accrue to Tenant or Tenant’s business as a result thereof, and Tenant shall pay to Landlord, as Additional Rent, the costs incurred by Landlord in the making of such repairs or replacements together with Default Interest as provided in Section 25.16. Neither anything contained in this Section 11.3 nor Landlord’s making of any such repair or replacement shall constitute a waiver of Tenant’s default hereunder. No exercise by Landlord of any right reserved in this Section 11.3 shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby or to any abatement of Minimum Monthly Rent or Additional Rent reserved hereunder.

11.4 ALTERATIONS. Landlord agrees that Tenant may, at its own expense and after giving Landlord at least fifteen calendar (15) days’ prior written notice of its intention to do so, from time to time during the Term, make interior, nonstructural alterations, additions, and changes (collectively “Alterations”) in the Premises as it may find necessary or convenient for its purposes; provided that the value of the Premises is not thereby diminished; provided, further, that no Alterations costing in excess of five dollars ($5.00) / square foot, or which involve the movement of walls and/or doors or the placement
of non-bearing partitions, may be made without the prior written consent of Landlord. Prior to beginning any Alterations (whether or not such proposed Alterations will cost in excess of five dollars ($5.00) / square foot), Tenant will secure, and furnish proof to Landlord of, a performance and completion bond in an amount equal to the estimated cost of such Alterations, issued by a company satisfactory to Landlord. In no event shall Tenant make or cause to be made any penetration through the roof of the building in which the Premises are located or any wall of the Premises or cut any floor, joist, or supporting member, or perform any work which could affect the heating, ventilation, or air-conditioning system serving the Premises. In the event Landlord, in its sole discretion, agrees that it is necessary to make any cuts in the floor or roof, Landlord will either (i) itself make such cuts and close and reseal the affected area at Tenant's cost, or (ii) allow Tenant to perform such work, at Tenant's cost and with Landlord's supervision, in which case Tenant shall perform the work in such a manner as not to invalidate in any way any applicable guarantee or warranty. Further, Tenant shall not go onto the roof or permit anyone else to do so without Landlord's prior written consent. Permitted Alterations do not include, and Tenant shall have no right to construct, alter, or install, any improvement, wherever located, that would interfere with access to, visibility of, or parking for all or any portion of the SVS.

Tenant shall be directly responsible for any and all damages resulting from any violation of the provisions of this Section 11.4. If Tenant makes any permitted Alterations, Tenant shall: (a) make such Alterations (i) under the supervision of a competent architect or competent licensed structural engineer, (ii) in accordance with all applicable laws, rules, regulations, and ordinances (including, without limitation, the Americans with Disabilities Act of 1990 and the regulations issued thereunder), and plans and specifications approved in writing by Landlord before the commencement of work, (iii) in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be capable of conducting business, and (iv) in such a manner as not to obstruct access to the Premises or the SVS or of any other tenant or customer of the SVS; (b) keep all work areas in a reasonably clean, safe, and orderly condition; and (c) carry such insurance as required by Article 14 covering any such Alterations, it being expressly understood and agreed that none of such Alterations shall be insured by Landlord under such insurance as Landlord may carry upon the building in which the Premises are located, nor shall Landlord be required under any provisions hereof respecting reconstruction of the Premises to reinstall any such Alterations following a casualty. Upon completion of such work, Tenant shall file for recording, in the office of the county recorder where the SVS is located, a valid notice of completion and shall furnish to Landlord a set of revised "as-built drawings."

Without limiting any other obligation by Tenant to pay for damage to the SVS, Tenant shall repair any damage to the SVS caused by Tenant or its employees, agents, or independent contractors in connection with any Alterations and restore the damaged areas to their condition prior to the damage.

**ARTICLE 12**

**COMMON AREA**

12.1 **DEFINITION OF COMMON AREA.** The term "Common Area," as used in this Lease, shall mean all areas within the boundaries of the SVS now or hereafter made available for the general and non-exclusive use of Landlord and other tenants entitled to occupy floor area in the SVS (including, without limitation, Tenant). Common Area shall include, but not be limited to, common entrances, lobbies, corridors, stairwells, restrooms, elevators, trash enclosure, parking areas, access roads, driveways, entrances, retaining walls and exits thereto, pedestrian pathways, courts, sidewalks and ramps, landscaped and planted areas, exterior stairways, and other areas, improvements, facilities and special services provided by Landlord for the general use, in common, of tenants of the SVS and their officers, agents, employees and invitees (including, without limitation, customers and prospective customers of such tenants). Without limiting the generality of the foregoing, Landlord may include in Common Area those portions of the Common Area presently or later sold or leased to purchasers or tenants, as the case may be, until the commencement of construction of the building(s) thereon, at which time there shall be withdrawn from the Common Area those areas not provided by the owner or tenant for common use. Tenant acknowledges that Tenant's rights in and to the Common Area are subject to and no greater than Landlord's rights in and to the Common Area under the Declaration (as defined in Article 23), if any. No provisions of this Lease shall be deemed to (i) confer any right on any persons or entities except the parties to this Lease and any mortgagee of
Landlord except as expressly otherwise provided by the terms of this Lease, or (ii) be a gift or dedication of any portion of the SVS to or for the general public or for any public purposes whatsoever.

12.2 MAINTENANCE AND USE OF COMMON AREA. The manner in which the SVS shall be maintained shall be determined by Landlord, in its sole discretion; provided, however, that Landlord shall have the right to allow any purchaser or tenant, at such purchaser's or tenant's sole cost or expense, to maintain all or part of the Common Area owned or leased by it, and to the extent any purchaser or tenant does maintain such portion of the Common Area, that portion shall be excluded from the area which Landlord controls and maintains hereunder. The use and occupancy by Tenant of the Premises shall include a non-exclusive right to use the Common Area in common with Landlord and the other tenants of the SVS and their customers and invitees, subject to the Declaration, if any, and rules and regulations concerning the use of the Common Area established by Landlord from time to time.

12.3 CONTROL OF AND CHANGES TO COMMON AREA. Landlord shall have the sole and exclusive control of the Common Area, as well as the right to make changes to the Common Area. Landlord's rights shall include, but not be limited to, the right to (a) restrain the use of the Common Area by unauthorized persons; (b) cause Tenant to remove or restrain persons from any unauthorized use of the Common Area if they are using the Common Area by reason of Tenant's presence in the SVS; (c) utilize from time to time any portion of the Common Area for promotional, entertainment and related matters; (d) place permanent or temporary kiosks, displays, carts, and stands in the Common Area and to lease same to tenants, or to use them for SVS promotion or furnish them without charge to civic or charitable organizations; (e) temporarily close any portion of the Common Area for repairs, improvements, or alterations, to discourage noncustomer use, to prevent dedication or an easement by prescription or for any other reason deemed sufficient in Landlord's judgment; (f) change the shape and size of the Common Area, give or receive easements or licenses, or add, eliminate, or change the location of improvements to the Common Area; (g) construct buildings or other structures on the Common Area; (h) make any modifications to the parking in, and access to, the Common Area which are required by any appropriate governmental agency or governmental regulation(s); and (i) make changes to the Common Area from time to time which, in Landlord's sole discretion, are deemed desirable for the SVS.

12.4 PARKING. Visitor parking is available to the general public at the SVS parking lot ("Lot 293") and subject to availability and applicable parking rates. During the Term of this Lease, Tenant shall enroll in monthly parking programs for a total of up to four (4) unreserved parking spaces in a portion of City Lot 293. Monthly rates, payment, permit type and use of spaces shall be according to all existing terms and conditions of the City of Sacramento Parking Services Division ("Parking Services") monthly parking program. Notwithstanding the foregoing, Tenant shall not be liable for the cost of any parking spaces prior to the Rental Commencement Date. Any subsequent reductions in the number of parking spaces utilized by Tenant is considered a cancellation or forfeiture of monthly parking for that specific space and is subject to cancellation terms pursuant to the Parking Services monthly parking program. If Tenant later requests the ability to utilize forfeited parking spaces, the request will be subject to availability and current rates. Parking payment shall be directed to Parking Services on a monthly basis and submitted separately from Minimum Monthly Rent and Additional Rent.

(a) UNRESERVED PARKING SPACES. Unreserved monthly parking spaces will be located in a designated parking area, as described in Exhibit D. Tenant shall be responsible for registering and managing all vehicles authorized for use of unreserved monthly permits as required by the Parking Services monthly parking program. Those vehicles authorized to use unreserved monthly permits shall park only in the designated unreserved parking area unless otherwise directed under conditions identified in Section 12.4(b).

(b) LOCATION OF PARKING SPACES. The location of Tenant's unreserved spaces are subject to change due to construction, redevelopment, or conditions which may prevent the ability to park vehicles in a parking stall. In the event parking spaces are unavailable and/or relocation is necessary, Parking Services reserves the right to designate alternate parking spaces with
a good faith effort to provide the best alternative solution. Relocation of parking areas shall not result in an increase in parking fees to Tenant.

12.5 EASEMENTS. Landlord reserves to itself the right, from time to time, to grant such easements, rights and dedications as Landlord deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, respecting the SVS, so long as such easements, rights, dedications, maps, and restrictions do not materially and adversely interfere with the use of the Premises by Tenant. Tenant specifically has no real property interest in any portion of the Common Area of the SVS save and except the mere license for use as set forth herein. Notwithstanding the foregoing, Tenant shall sign any of the aforementioned documents consenting to the granting of easements and other use rights upon request of Landlord and failure to do so shall constitute a material default of this Lease.

ARTICLE 13
ASSIGNMENT AND SUBLETTING

13.1 CONSENT REQUIRED. Tenant shall not Assign its interest in this Lease or the Premises, whether or not voluntarily, without Landlord's prior written consent in each instance, not to be withheld unreasonably provided the use is similar to that stated in Section 1.10 above. To "Assign" this Lease or the Premises means to assign, transfer, sublet, license, enter into a concession agreement for, or mortgage or otherwise encumber this Lease or the Premises or any portion thereof or to allow a third party to occupy or use the Premises (each of the foregoing transactions shall be referred to as an "Assignment"). Any attempted Assignment made without Landlord's written consent shall be void and of no effect. Consent to any one Assignment shall not be deemed to waive Landlord's consent rights as to subsequent Assignments. Notwithstanding Landlord's consent to any sublease, the sublease may not be assigned or modified and the Premises may not be further sublet thereunder without Landlord's prior written consent, not to be withheld unreasonably.

13.2 ENTITY TENANTS. If Tenant is a partnership, the sale, transfer, assignment, or hypothecation of any general partnership interest shall be deemed to constitute an Assignment within the meaning of this article. If Tenant is a corporation, a limited liability company, or an unincorporated association, the sale, transfer, assignment, or hypothecation of stock or any other interest conveying more than twenty-five percent (25%) of the voting rights in Tenant or its parent cumulatively over the Term or the initial public offering of its stock shall be deemed an Assignment within the meaning of this article unless immediately prior to the transaction Tenant's stock is publicly traded on a recognized stock exchange or over the counter. For purposes of this article, a "parent" is any corporation, limited liability company, unincorporated association, or partnership that owns or controls at least twenty-five percent (25%) of the voting rights in Tenant.

13.3 AFFILIATED PARTIES. Notwithstanding the provisions of Sections 13.1 and 13.2 above, Tenant may, without Landlord's consent, Assign its interest in this Lease to an Affiliated Party so long as, in each instance, (a) substantially all of the assets then held by Tenant remain or become assets of the assignee, and (b) the Affiliated Party has a tangible net worth at least equal to Tenant's tangible net worth on the Date of Execution. An "Affiliated Party" means (i) Tenant's parent corporation, (ii) a wholly-owned subsidiary of Tenant's parent corporation, or a corporate affiliate of Tenant's parent corporation, or (iii) any corporation with which Tenant may be merged or consolidated.

13.4 PROCEDURES. Whenever Landlord's consent to an Assignment is required, Tenant shall request it in writing at least 90 days before the proposed effective date of the transaction. Landlord shall respond to Tenant's request for approval within 15 business days, failing which, Tenant's request will be deemed approved. Tenant's request must be accompanied by: (a) a statement of the full particulars of the proposed Assignment, including its nature, effective date, and terms and conditions and copies of any letters of intent; (b) a statement of the identity, net worth, and previous business history and experience of the proposed assignee (the "Assignee"); including without limitation copies of the Assignee's latest income statement, balance sheet, and statements of changes in financial position (with accompanying notes and disclosures of all material changes thereto) in audited form, if available, all of which must be certified as accurate by an officer of the Assignee; and (c) a detailed description of the proposed use of the Premises together with the proposed trade name of the Assignee. Tenant additionally must provide any further information relating to the proposed Assignment that is reasonably requested by Landlord.
STANDARDS. The reasons for Landlord's withholding of consent to an Assignment shall include without limitation the following: (a) The Assignee proposes to change the use of the Premises; (b) in Landlord's reasonable business judgment the Assignee lacks sufficient business reputation, experience, or stability to operate a successful business of the type and quality permitted under this Lease; (c) Tenant is in default of any obligation under this Lease.

DOCUMENTS. Whether or not Landlord's consent is required or obtained, each Assignment shall be evidenced by an instrument in writing, in form satisfactory to Landlord, executed by both the Tenant and the Assignee, in which the Assignee assumes without qualification all of the Tenant's obligations under this Lease. A complete, fully-executed copy of the Assignment shall be provided to Landlord promptly after its execution. Each Assignment shall provide that it is subject and subordinate to this Lease and shall expressly incorporate the provisions of this Lease by reference.

NO RELEASE. Whether or not Landlord's consent is required or obtained, no Assignment shall release Tenant from liability under this Lease. Tenant's liability shall be and remain that of a primary obligor and not a guarantor or surety. In the event of default by any Assignee in the performance of any of the terms of this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against the Assignee. Landlord may consent to subsequent Assignments and to modifications of this Lease with Tenant's Assignees without notifying Tenant and without obtaining Tenant's consent. This action shall not relieve Tenant of liability under this Lease.

ASSIGNMENT PROCEEDS. Following any Assignment of this Lease, Tenant shall pay to Landlord as Additional Rent one-half (1/2) of any sums or other economic consideration received, above and beyond the Minimum Monthly Rent stated in Section 1.9. Payment shall be due within ten (10) days after receipt by Tenant.

ARTICLE 14
INSURANCE

14.1 TENANT'S INSURANCE. During the term of this Lease, and prior to Tenant's possession of the Premises through completion of Tenant's Work as required by this Lease, Tenant shall maintain in full force and effect at its own cost and expense the following insurance coverage. By requiring the insurance herein, the Landlord does not represent that the coverage and limits will necessarily be adequate to protect the Tenant. It is understood and agreed by the Tenant that the required insurance coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to the Landlord in this Lease.

Insurance requirements are subject to review and revision every five (5) years to assure that policy terms, conditions and limits are maintained in accordance with current insurance industry standards for comparable premises and buildings.

(a) Minimum Scope & Limits of Insurance Coverage:

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, arising out of activities performed by or on behalf of Tenant, its sub-tenants, and premises leased or used by Tenant, its sub-tenants, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall include coverage for premises, operations, products and completed operations, contractual liability and liquor liability for the term of the policy. The policy shall include a fire legal liability limit of $250,000.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Tenant.

No automobile liability insurance shall be required if Tenant completes the following certification:
"I certify that a motor vehicle will not be used in the performance of any work or services under this Lease." __________ (Tenant initials)

3) **Excess Insurance**: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the Landlord, and any insurance or self-insurance maintained by Landlord, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

4) **All Risk Property Insurance** including coverage for special perils is required for all improvements, fixtures and equipment. All property insurance must be for replacement value and name Landlord as loss payee.

5) **Insurance for construction of Tenant's Work pursuant to Exhibit C and permitted Alterations pursuant to Section 11.4**, including but not limited to contingent liability and "all risks" builder's risk insurance for the full insurable value of the improvements, in amounts acceptable to Landlord, naming Landlord as loss payee. The builder's risk policy deductible shall be no higher than $10,000 and Tenant shall fund the first $10,000 of any claims covered by such policy.

6) **Workers' Compensation Insurance** with statutory limits, and **Employers' Liability Insurance** with limits of not less than one million dollars ($1,000,000). The Worker's Compensation policy shall include a waiver of subrogation in favor of the Landlord.

No Workers' Compensation insurance shall be required if Tenant completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." __________ (Tenant initials)

14.2 **ADDITIONAL INSURED COVERAGE.**

1) **Commercial General Liability Insurance**: Landlord, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of the Tenant, its sub-tenants, including products and completed operations of Tenant and premises owned, leased or used by Tenant, its sub-tenants.

2) **Automobile Liability Insurance**: Landlord, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

3) **Contractors**: Tenant shall require and verify that all contractors and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Article 14 of the Lease.

14.3 **OTHER INSURANCE PROVISIONS.** The policies are to contain or be endorsed to contain the following provisions:

1) Tenant's insurance coverage, including excess insurance, shall be primary as respects the Landlord, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Landlord, its officials, employees or volunteers shall be in excess of Tenant's insurance and shall not contribute with it.

2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Landlord, its officials, employees and volunteers.

3) Coverage shall state that Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

4) Landlord will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.
14.4 ACCEPTABILITY OF INSURANCE. Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this section must be declared and approved by Landlord in writing prior to execution of this Lease.

14.5 VERIFICATION OF COVERAGE. Tenant shall furnish Landlord with certificates and required endorsements evidencing the insurance required, prior to execution of the final agreement. Copies of policies shall be delivered to the Landlord on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(1) For all insurance policy renewals during the term of this Lease, Tenant shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS, LLC
P.O. Box 4688 ECM - #35050
New York, NY 10168-4688

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

(2) The Landlord may withdraw its offer or cancel this Lease if the certificates of insurance and endorsements required have not been provided prior to execution of this Lease. Failure to provide insurance certificates and endorsements and keep such certificates and endorsements current will be considered a material default by Tenant of this Lease.

14.6 INDEMNITY. Tenant shall defend, indemnify and hold harmless Landlord, its officers, employees, agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including but not limited to, any fees and/or costs reasonably incurred by Landlord's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereinafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with any occurrence on the Premises related to the use or occupancy of the Premises by Tenant, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, any and all conditions of the Premises, or performance of or failure to perform this Lease by Tenant, any subcontractor or agent; anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of Landlord, its agents, servants, or independent contractors who are directly responsible to Landlord, except when such agents, servants, or independent contractors are under the direct supervision and control of Tenant. The existence or acceptance by Landlord of any of the insurance policies or coverages described in this Lease shall not affect or limit any of Landlord's rights under this Section 14.6, nor shall the limits of such insurance limit the liability of Tenant hereunder. The provisions of this Section 14.6 shall survive any expiration or termination of this Lease.

14.7 WAIVER OF SUBROGATION. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any direct or consequential loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or
damage might have been occasioned by the negligence of such party, its agents or employees, if any such loss or damage is covered by insurance benefitting the party suffering such loss or damage. To the extent it may be necessary, Landlord and Tenant agree to obtain from the insurer(s) issuing property policies required hereunder endorsements which shall provide that the insurer waives all right of recovery by way of subrogation against the other party.

14.8 FAILURE BY TENANT TO MAINTAIN INSURANCE. Failure to maintain the insurance indicated in this Article 14 shall be considered a default by Tenant.

ARTICLE 15
DAMAGE

15.1 INSURED CASUALTY. If the Premises are damaged by fire or other casualty covered by the insurance policies maintained pursuant to Article 14, the following provisions shall apply:

(a) For any major damage to the Premises (i.e. damage to the extent of at least 66.66% of the full replacement cost of the Premises) for which insurance proceeds are available to cover the cost of repair, Tenant shall notify Landlord in writing within thirty (30) days of the damage, and within a period of ninety (90) days after Landlord receives Tenant’s notice, Landlord shall commence repair, reconstruction, and restoration of the Premises to substantially its condition prior to such casualty, and prosecute the same diligently to completion. If insurance proceeds are not available to cover all such costs and major damage has occurred, then either party may, within such ninety (90) day period, elect by written notice to the other party to terminate this Lease, in which case this Lease shall terminate as of the last day of such ninety (90) day period. If insurance proceeds are not available to cover the major damage but neither party elects to so terminate this Lease upon the occurrence of major damage, then the party who is responsible for the required maintenance or repair pursuant to Article 11 shall commence such repair, reconstruction, and restoration, and prosecute the same diligently to completion. The parties shall repair any partial damage according to the maintenance and repair obligations specified in Article 11.

(b) Notwithstanding the above, in the event of a partial or total destruction of the Premises during the last two (2) years of the Term, unless the Term has been renewed or extended by mutual agreement of the parties so that more than two (2) years remain in the Term as extended, Landlord and Tenant shall each have the option to terminate this Lease upon giving written notice to the other within thirty (30) days after the destruction, terminating the Lease as of the date specified in such notice, which date shall be no less than thirty (30) days and no more than sixty (60) days after giving such notice. For purposes of this Section 15.1(b), “partial destruction” shall be deemed destruction to an extent of at least thirty-three and one-third percent (33-1/3%) of the full replacement cost of the Premises as of the date of destruction.

15.2 INTENTIONALLY OMITTED.

15.3 ABATEMENT.

(a) In the event of repair, reconstruction, and restoration as provided in this Article, the Minimum Monthly Rent shall be abated proportionately with the degree to which Tenant’s use of the Premises is impaired commencing from the date of destruction and continuing during the reasonable period for such repair, reconstruction, and restoration, such proportionate abatement to be based upon the ratio by which the Floor Area of the Premises rendered unusable during such repair, reconstruction, or restoration bears to the total Floor Area of the Premises immediately before the destruction occurred. Except for such abatement, Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, or the building in which the Premises are located, or Tenant’s personal property, or any inconvenience or annoyance occasioned by such damage, repair, reconstruction, or restoration. Tenant shall continue the operation of its business in the Premises during any such period of repair, reconstruction, or restoration to the extent reasonably practicable from the standpoint of prudent business management, and, to the extent
rental interruption insurance proceeds are not available to Landlord (for whatever reason), the obligation of Tenant to pay Additional Rent, shall remain in full force and effect.

(b) Landlord will, during prosecution of such repair, reconstruction, or restoration, have the right, but not the obligation, to temporarily furnish other premises to Tenant for its use. During any such temporary relocation, the Minimum Monthly Rent will be based on the actual Floor Area of the temporary premises, but shall in no event be greater than the Minimum Monthly Rent then due with respect to the Premises.

15.4 WAIVER OF TERMINATION. Tenant waives any statutory rights of termination which may arise by reason of any partial or total destruction of Premises.

15.5 RECONSTRUCTION REQUIREMENTS. Any repair, reconstruction, or restoration of the Premises under this Article shall be performed in conformity with the provisions of Exhibit C and to the extent of the work as therein set forth. Notwithstanding that all repair, reconstruction, or restoration work shall be performed by Landlord's contractor unless Landlord shall otherwise agree in writing, Landlord's obligation to repair, reconstruct, or restore the Premises shall be only to the extent of the work described in Exhibit C as Landlord's Work; and Tenant, at its sole cost and expense, shall repair, reconstruct, and restore all items described as Tenant's Work in Exhibit C, and shall replace its stock in trade, trade fixtures, furniture, furnishings, and equipment to at least the extent existing before the casualty. Tenant shall commence such work promptly upon Landlord's redelivery to it of possession of the Premises and shall diligently prosecute such installation to completion.

ARTICLE 16
EMINENT DOMAIN

16.1 TAKING. The term "Takings," as used in this Article, shall mean an appropriation or taking under the power of eminent domain by any public or quasi-public authority (the "Condemning Authority") or a voluntary sale or conveyance in lieu of condemnation but under threat of condemnation.

16.2 TOTAL TAKING. In the event of a Taking of the entire Premises, this Lease shall terminate and expire at the date possession is delivered to the Condemning Authority and Landlord and Tenant shall each be released from any liability accruing pursuant to this Lease after the termination.

16.3 PARTIAL TAKING. If there is a Taking of more than twenty-five percent (25%) of the Floor Area of the Premises, either Landlord or Tenant may, within thirty (30) days of its receipt of written notice respecting such Taking, elect to terminate this Lease as of the date Tenant is required to vacate a portion of the Premises by giving the other party written notice of such election within such thirty (30) day period.

16.4 TERMINATION OF LEASE. If this Lease is terminated as provided above, the award of compensation shall belong to and be the property of Landlord without participation by Tenant; provided, however, that nothing contained herein shall be interpreted to preclude Tenant from prosecuting any claim directly against the Condemning Authority for (i) Tenant's Work and permitted Alterations made to the Premises by Tenant which Tenant has a right to remove pursuant to this Lease but elects not to remove, or (ii) if Tenant elects to remove any such Tenant's Work and permitted Alterations, reasonable removal and relocation costs not to exceed the market value of same, so long as no such claim by Tenant shall diminish the amount of the award otherwise available to Landlord or any mortgagee of Landlord.

16.5 CONTINUATION OF LEASE. In the event of a Taking, if this Lease is not terminated in accordance with Sections 16.2 or 16.3 above, Landlord shall be entitled to receive the total award of compensation and agrees, at Landlord's cost and expense as soon as reasonably possible after the Taking, to restore the Premises (to the extent of the condemnation proceeds and pursuant to Sections 15.3 and 15.5) to a complete unit of like quality and character as existed prior to the Taking; and thereafter the Minimum Monthly Rent shall be adjusted in proportion to the ratio which the Floor Area of the Premises after restoration bears to the Floor Area of the Premises immediately prior to the Taking.
ARTICLE 17
DEFAULTS BY TENANT

17.1 EVENTS OF DEFAULT. Tenant shall be in default under the terms of this Lease if:

(a) Tenant fails to make any payment of Rental (as defined in Section 17.4) within ten (10) days of the date that such Rental payment is due;

(b) Tenant commits a breach of any of its obligations under the Lease other than the failure to make a payment of Rental, including, but not limited to, Tenant being in default in the prompt and full performance of any of its promises, covenants, or agreements herein contained for more than a reasonable time, in no event to exceed ten (10) days, after written notice thereof from Landlord to Tenant describing the nature of the default in reasonable detail (provided, however, any notice shall be in lieu of, and not in addition to, any notice required under Section 1161 of the California Code of Civil Procedure, or any similar superseding statute);

(c) Tenant vacates or abandons the Premises prior to the end of the Lease Term or any extension thereof;

(d) Tenant makes any general assignment for the benefit of creditors;

(e) A petition has been filed against Tenant to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within 60 days);

(f) Tenant institutes any proceedings under the Bankruptcy Code or any similar or successor statute, code, or act;

(g) An appointed trustee or receiver takes possession of all or substantially all of Tenant's assets or of Tenant's assets at the Premises, or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or should all or substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease have been attached or judicially seized, where the seizure is not discharged within 30 days;

17.2 RIGHTS OF LANDLORD UPON DEFAULT. Landlord may treat the occurrence of any one or more of the foregoing events as a default of this Lease, and, in addition to any and all other rights or remedies of Landlord under this Lease, at law or in equity, Landlord shall have the option, without further notice or demand of any kind to Tenant or any other person except as then may be required by law, to:

(a) Declare the Term ended and to re-enter and take possession of the Premises, and remove all persons therefrom;

(b) Re-enter the Premises and occupy the whole or any part for and on account of Tenant, to the extent then permitted by California law, without declaring this Lease terminated, and to collect any unpaid Rental and other charges which have become due and payable, or which may thereafter become due and payable; or

(c) Even though Landlord may have re-entered the Premises pursuant to subsection 17.2(b), to elect thereafter to terminate this Lease and all of the rights of Tenant in or to the Premises; provided, however, that Landlord shall not be deemed to have terminated this Lease, or the liability of Tenant to pay any Rental, by re-entering the Premises pursuant to this Section, or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease.
17.3 TERMINATION OF LEASE. Should Landlord elect to terminate this Lease pursuant to the provisions of Sections 17.1 and 17.2 above, Landlord may recover from Tenant, as damages, the following:

(a) The worth at the time of award of the unpaid Rental which had been earned at the time of termination; plus

(b) The worth at the time of award of the amount by which the unpaid Rental which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid Rental for the balance of the Term after the time of award exceeds the amount of Rental loss that Tenant proves could have been reasonably avoided; plus

(d) Any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in (i) retaking possession of the Premises, including reasonable attorneys' fees (including charges of in-house counsel) therefor, (ii) maintaining or preserving the Premises after any default, (iii) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises, (iv) payment of leasing commissions, and (v) payment of any other costs necessary or appropriate to relet the Premises; plus (vi) at Landlord's election, any other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of California.

As used in subsections 17.3(a) and (b) above, the "worth at the time of award" shall be computed by allowing interest at the maximum lawful rate. As used in subsection 17.3(c) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%).

17.4 DEFINITION OF RENTAL. The term "Rental" shall be deemed to be the Minimum Monthly Rent, Additional Rent, and all other sums required to be paid by Tenant pursuant to the terms of this Lease, including after-accruing sums.

17.5 NON-MONETARY DEFAULTS.

(a) Notwithstanding any other provision of this Article, if the default complained of, other than a default for the payment of monies, cannot be cured within the period requiring curing as specified in Landlord's written notice of default, then the default shall be deemed to be cured if Tenant within the notice period shall have commenced the curing of the default and shall thereafter diligently prosecute the same to completion, so long as such cure is fully completed within one hundred twenty (120) days after the date that Landlord serves written notice to Tenant of the incident constituting the default of the Lease.

(b) In addition, Landlord shall have the right, but not the obligation, to perform on Tenant's behalf any action necessary to cure a default by Tenant hereunder. However, such action by Landlord shall not cure Tenant's default under this Lease. Landlord shall charge Tenant a sum equal to the full cost of Landlord's action plus an administrative fee of ten percent (10%) of such aggregate cost plus Default Interest on such aggregate sum (pursuant to Section 25.16). Tenant's failure to pay such charge within five (5) days after Landlord's written demand therefor shall be a separate default under this Lease, but Tenant's payment of such charge within such five (5) day period shall cure the underlying default for which such costs were incurred by Landlord.

ARTICLE 18
DEFAULTS BY LANDLORD

18.1 FAILURE TO PERFORM. If Landlord fails to perform any of the covenants, provisions, or conditions contained in this Lease on its part to be performed within 30 days after Tenant's written notice of
default to Landlord (or if more than 30 days shall be required because of the nature of the default, if Landlord shall fail to promptly commence performance within such 30 day period and thereafter proceed diligently to cure the default), then Landlord shall be in default under this Lease. In the event the default is of such nature that the Premises are, as a direct result of Landlord’s default, not operational for Tenant’s business purposes, then Landlord shall have ten days following notice from Tenant to either remedy the default or to provide reasonable temporary means whereby the Premises are usable by Tenant while the default is being cured, during which time the Minimum Monthly Rent and Additional Rent shall be abated in proportion to the degree that the Premises are inoperable. In no event shall such default remain uncured beyond a reasonable time, provided that Tenant shall have no right or obligation to remedy any default of Landlord. All other consequential damages (including, but not limited to, damages for lost profits) are hereby expressly waived by Tenant and shall not be recoverable against Landlord.

18.2 CURE BY ASSIGNEE. If any part of the Premises is at any time subject to a mortgage or a deed of trust and this Lease or the Rental due from Tenant hereunder is assigned to a mortgagee, trustee, or beneficiary (called “Assignee” for purposes of this Article only) and Tenant is given written notice of the assignment, including the address of Assignee, then Tenant shall give written notice of any default by Landlord to Assignee simultaneously with giving such notice to Landlord, specifying the default in reasonable detail and affording Assignee thirty (30) days beyond Landlord’s cure period provided in Section 18.1 to itself cure, or commence to cure, such default(s). Tenant further agrees not to invoke any of its remedies under this Lease until said thirty (30) days have elapsed, or during any period that such Assignee is proceeding to cure such default with due diligence, or is taking steps with due diligence to obtain the legal right to enter the Premises or adjoining property to cure the default. If and when Assignee has made performance on behalf of Landlord, the default shall be deemed cured.

ARTICLE 19
SUBORDINATION, ATTORNAMENT, AND TENANT’S CERTIFICATE

19.1 SUBORDINATION. Tenant will subordinate, pursuant to Article 23, its rights under this Lease to the Agreements (as defined in Article 23), including, without limitation, any mortgage or deed of trust executed by Landlord.

19.2 ATTORNAMENT. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust covering the Premises, Tenant shall allot to the purchaser under this Lease and recognize the purchaser as Landlord, provided that the purchaser shall acquire and accept the Premises subject to this Lease.

19.3 TENANT’S CERTIFICATE. Tenant, within ten (10) days after receipt of Landlord’s written request, shall execute and deliver to Landlord a written statement certifying that (a) this Lease is in full force and effect, without modification (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications); (b) that there are no uncured defaults in Landlord’s performance and that Tenant has no right of offset, counterclaim or deduction against Minimum Monthly Rent or Additional Rent (or listing any existing exceptions); (c) except as may be specifically disclosed in such statement, there are no options, rights of first refusal, or other agreements between Landlord and Tenant other than as set forth in this Lease; (d) the dates to which the Minimum Monthly Rent and Additional Rent have been paid; and (e) any other matters reasonably requested by Landlord. Failure of Tenant to so execute and deliver such statement shall constitute, at Landlord’s option, either (i) a default of this Lease; or (ii) acceptance of the Premises by Tenant and Tenant’s acknowledgment that the statements referenced in the written request delivered to Tenant are true and correct, without exception.

ARTICLE 20
SECURITY DEPOSIT

20.1 SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall deposit with Landlord the sum specified in Section 1.11 as “Security Deposit” (the “Security Deposit”). The Security Deposit shall be held by Landlord without obligation or liability for payment of interest thereon, as security for the faithful performance by Tenant of all of the terms of this Lease to be observed and performed by
Tenant. The Security Deposit shall not be mortgaged, assigned, transferred, or encumbered by Tenant without the prior written consent of Landlord. Landlord shall not be required to keep the Security Deposit separate from its general funds.

20.2 APPLICATION OF SECURITY DEPOSIT. Should Tenant at any time be in default with respect to any provision of this Lease, Landlord may, at its option and without prejudice to any other remedy which Landlord may have at law or in equity, use, apply, and retain all or any part of the Security Deposit for the payment of Minimum Monthly Rent and Additional Rent, for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant’s default, to repair damage to the Premises and the SVS caused by Tenant or for which Tenant is liable under this Lease, to clean the Premises upon the termination of this Lease, to compensate Landlord for any other loss or damage sustained because of Tenant’s default (including, without limitation, damages for rent lost after the termination of this Lease and all other amounts recoverable under California Civil Code Section 1951.2), or for any other purpose permitted by law.

20.3 INTENTIONALLY OMITTED.

20.4 REFUND. Should Tenant faithfully perform all of its obligations under this Lease, the Security Deposit, or any balance thereof then remaining, shall be returned to Tenant within 60 days after the later of Landlord’s recovery of possession of the Premises or the termination of this Lease.

20.5 SALE OF PREMISES. Landlord may deliver the Security Deposit to a purchaser of Landlord’s interest in the Premises, and Landlord shall then be discharged from any further liability with respect to the Security Deposit and this Lease.

ARTICLE 21
QUIET ENJOYMENT

Upon Tenant’s payment of Minimum Monthly Rent and Additional Rent and its faithful observation and performance of all of the covenants, terms, and conditions of this Lease to be observed and performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises from and after delivery thereof to Tenant; subject, however, to (a) the rights of the parties as set forth in this Lease, (b) the Agreements (as defined in Article 23), and (c) all matters of record.

ARTICLE 22
NOTICES

Except as otherwise required by law, any notice, information, demand, request, reply, or other communication (the “Notice” for purposes of this Article only) required or permitted to be given under the provisions of this Lease shall be given or served as set out herein. Such Notice shall be deemed sufficiently given if it is in writing and if it is (a) served in conformity with the provisions of California Code of Civil Procedure Section 1162 or any superseding statute, (b) deposited in the United States mail, certified, return receipt requested, postage prepaid or (c) sent by Express Mail, or other similar overnight service, provided proof of service is available as an ordinary business record of such overnight service. All notices shall be addressed to the parties at the addresses specified as “Addresses for Notices” in Section 1.14. Any Notice personally served shall be effective as of the date of service. Any Notice sent by mail shall be deemed given as of the earlier of (i) actual receipt or (ii) two (2) business days following the date of deposit in the mail. Any Notice sent by Express Mail, or as otherwise provided in clause (c), shall be deemed given upon the date set forth on the proof of delivery. Either party may, by written Notice to the other in the manner specified herein, specify an address within the state where the SVS is located for Notices, for Payments and Reports, and for Books and Records, in lieu of the address specified in Section 1.14.

ARTICLE 23
TITLE OF LANDLORD

Tenant acknowledges that Landlord’s estate in the Premises is subject to (a) covenants, conditions, restrictions, easements, ground leases, mortgages or deeds of trust, and all other matters of record including, without limitation, any Declaration of Covenants, Conditions & Restrictions, which may, in the future, be executed by Landlord, as Declarant (as it may be amended or restated from time to time, the “Declaration”) (collectively, including any future amendments, modifications, renewals, replacements, and extensions thereof, the
"Agreements"); (b) the effect of any special plan, community plan, and zoning laws (including, without limitation, any requirement to obtain a conditional use permit) of the city, county, and state where the SVS is situated (collectively, the "Entitlement Requirements"); and (c) general and special taxes not presently delinquent. Tenant agrees that, at all times during the Term and at Tenant's sole cost and expense (i) as to its leasehold estate, it and all persons in possession or holding under it, will strictly conform to and will not violate that terms of the Agreements, specifically including without limitation the Declaration, if and when such Declaration is recorded, the Entitlement Requirements, or any other matters of record; and (ii) this Lease is and shall remain subordinate to the Agreements; provided, however, respecting any document which would be an Agreement but for the fact that it is not recorded as of the date of this Lease (an "Unrecorded Agreement"), then this Lease shall automatically become subordinate to such Unrecorded Agreement upon recordation of such Unrecorded Agreement provided such Unrecorded Agreement does not prevent Tenant from using the Premises for the use set forth in Section 1.10. Tenant further agrees to execute and return to Landlord, within ten (10) days after written demand by Landlord, an agreement in recordable form subordinating this Lease to any of the Agreements or Unrecorded Agreements and to all advances made upon the security thereof.

ARTICLE 24
REMODELING

Landlord shall have the right, at any time, to "Remodel" (as hereinafter defined) all or any part of the SVS. If Landlord deems it necessary for construction personnel to enter the Premises in order to Remodel the SVS, Landlord shall give Tenant no less than fifteen (15)-days' prior written notice, and Tenant shall allow such entry. Landlord shall use reasonable efforts to complete the work affecting the Premises in an efficient manner so as not to interfere unreasonably with Tenant's business. Tenant shall not be entitled to any damages or to reduction in the Minimum Monthly Rent or Additional Rent for an interference or interruption of Tenant's business upon the Premises or for any inconvenience caused by such construction work, unless the remodel prohibits, restricts, or otherwise prevents Tenant from using more than twenty-five percent (25%) of the Floor Area of the Premises which shall entitle Tenant to a reduction in the Minimum Monthly Rent or Additional Rent proportionate to the square footage lost. The term "Remodel," for the purposes of this Lease, means any addition, expansion, or change to, or modification or refurbishing of the SVS made during the Term.

ARTICLE 25
MISCELLANEOUS

25.1 WAIVER. Any waiver by Landlord of a default of a covenant of this Lease by Tenant shall not (i) be construed as a waiver of a subsequent default of the same or any other covenant, or (ii) affect or alter this Lease, but each and every term and provision of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default thereof. The consent or approval by Landlord to anything requiring Landlord's consent or approval shall not be deemed a waiver of Landlord's right to withhold consent or approval of any subsequent similar act or request by Tenant. No default by Tenant of any term, covenant, or condition of this Lease shall be deemed to have been waived by Landlord unless the waiver is in writing and is signed by Landlord. In particular, a failure by Landlord to insist upon strict performance of any term, covenant, agreement, provision, or condition of this Lease to be kept, observed or performed by Tenant shall not constitute a waiver of any such term, covenant, agreement, provision, or condition. The acceptance of Rental hereunder by Landlord shall not be a waiver of any preceding default by Tenant of any provision hereof other than the failure to of Tenant to pay the particular Rental so accepted.

25.2 RIGHTS CUMULATIVE. Except as provided herein specifically to the contrary, the rights and remedies of Landlord specified in this Lease shall be cumulative and in addition to any rights and remedies not specified in this Lease.

25.3 ENTIRE AGREEMENT. It is understood that all previous oral or written agreements or representations between the parties hereto affecting this Lease, if any, are hereby merged into this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, agreements, and understandings, if any, between Landlord and Tenant or displayed by Landlord to Tenant.

25.4 NO REPRESENTATION. Landlord reserves the absolute right to create such other tenancies in the SVS as Landlord, in the exercise of its sole business judgment, shall determine to best promote the
interests of the SVS. Nothing contained in this Lease shall be deemed to give Tenant an express or implied exclusive right to operate any particular type of business in the SVS. Moreover, Tenant does not rely on the fact, nor does Landlord represent, (a) that any specified tenant or number of tenants shall occupy any space in the SVS during the Term, (b) that Tenant shall have any exclusive right to operate any particular type of business in the SVS, or (c) that one or more tenants will not, from time to time, be engaged in identical uses as those of Tenant. Tenant also acknowledges and agrees that the depiction of the SVS on Exhibit B does not constitute a representation, covenant or warranty of any kind by Landlord, and Landlord reserves the right from time to time to change the size, layout and dimensions of the SVS and any part thereof, locate, relocate, alter and/or modify the number and location of buildings, building dimensions, the number of floors in any of the buildings, the parking areas, the nature of the businesses, activities and uses to be conducted and the Common Area located from time to time in or on the SVS or any part thereof, it being understood that Landlord and the owner of all or any part of the SVS shall have the full right to lease space in the SVS to any tenant and for any purpose Landlord or such owner shall deem appropriate, including retail, office, non-retail, restaurant, food service, and commercial purposes.

25.5 AMENDMENTS IN WRITING. No provision of this Lease may be amended except by an agreement in writing signed by both Landlord and Tenant.

25.6 NO PRINCIPAL-AGENT RELATIONSHIP. Nothing contained in this Lease shall be construed as creating the relationship of principal and agent, partnership or joint venture between Landlord and Tenant.

25.7 GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the State of California.

25.8 SEVERABILITY. If any provision of this Lease or the application of such provision to any person, entity, or circumstance is found invalid or unenforceable by a court of competent jurisdiction, the determination shall not affect the other provisions of this Lease and all other provisions of this Lease shall be deemed valid and enforceable.

25.9 SUCCESSORS. All rights and obligations of Landlord and Tenant under this Lease shall extend to and bind the respective heirs, executors, administrators, and the permitted concessionaires, successors, subtenants and assignees of the parties hereto. If there is more than one tenant, each shall be bound jointly and severally by the terms, covenants, and agreements contained in this Lease.

25.10 TIME OF ESSENCE. Except for the delivery of possession of the Premises to Tenant, time is of the essence in this Lease.

25.11 WARRANTY OF AUTHORITY. If Tenant is a corporation or partnership, each individual executing this Lease on behalf of the corporation or partnership represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the corporation or partnership and that this Lease is binding upon the corporation or partnership. If Tenant is a corporation, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that (a) Tenant is a duly qualified corporation and all steps have been taken prior to the date hereof to qualify Tenant to do business in the State of California; (b) all franchise and corporate taxes have been paid to date; and (c) all future forms, reports, fees, and other documents necessary to comply with applicable laws will be filed during the Term when due. Concurrent with the execution of this Lease, Tenant shall provide Landlord with written documentation that the person(s) executing the Lease on behalf of Tenant have its authority to do so, as follows:

(a) If Tenant is a corporation, a copy of the articles of incorporation, together with the bylaws or other resolution of the board of directors which demonstrates such fact; a certificate by the secretary of the corporation stating that the signatories are authorized to sign on behalf of the corporation.

(b) If Tenant or Tenant's general partner is a general partnership, a true copy of the duly recorded Statement of Partnership, indicating that the signatories are authorized to sign on behalf of the partnership.
(c) If Tenant or Tenant's general partner is a limited partnership, a certified copy of the duly filed LP-1 Certificate of Limited Partnership and any amendments thereto identifying the Tenant's (or its general partner's) general partner.

(d) If Tenant or Tenant's general partner is a limited liability company, a certified copy of the duly filed Articles of Organization (LLC-1) and any amendments thereto identifying the Tenant's (or its general partner's) manager(s).

25.12 SURRENDER OF PREMISES. Upon expiration or earlier termination of the Term, (i) Alterations made by Tenant under Section 11.4 with Landlord's prior written consent, if required, shall be considered as improvements and shall not be removed by Tenant but shall become a part of the Premises, unless Landlord shall require Tenant to remove any such Alterations, in which event Tenant shall remove same and restore the Premises to substantially the same condition as existed prior to making such Alterations; and (ii) Tenant shall remove all its personal property from the Premises, shall repair any damage caused by reason of such removal, and shall redeliver the Premises to Landlord in good order and state of repair, ordinary wear and tear excepted, and in a neat and clean condition, free of debris. If the Premises are not surrendered as aforesaid, Tenant shall protect, defend, indemnify and hold Landlord harmless from and against all loss, damage, and liability which may occur as a result, including, without limitation, any claims made by any succeeding tenant.

25.13 BROKERS. Tenant represents and warrants that it has not had any dealings with any realtors, brokers, or agents in connection with the negotiation of this Lease. Under no circumstances will Landlord pay any alleged realtors, brokers, or agents in connection with this Lease.

25.14 RECORDING. Tenant shall not record this Lease or any short form of this Lease. Tenant, upon the request of Landlord, shall execute and acknowledge a short form memorandum of this Lease for recording, at Landlord's option. Tenant will also, at the same time as execution of the memorandum, execute a quitclaim deed conveying all of Tenant's interest in the Lease to Landlord. Upon the expiration or earlier termination of the Term for any reason, Landlord will, if it has previously recorded the memorandum, record the quitclaim deed.

25.15 TRANSFER OF LANDLORD'S INTEREST. Should Landlord sell, exchange, or assign this Lease (other than a conditional assignment as security for a loan), then Landlord, as transferor, shall be relieved of any and all obligations on the part of Landlord, whether assumed by the transferee or not, accruing under this Lease from and after the date of the transfer.

25.16 INTEREST ON PAST DUE OBLIGATIONS. Unless otherwise specifically provided in this Lease, any amount due from Tenant to Landlord under this Lease which is not paid within ten (10) days after said amount is due, and any amount due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant upon Tenant's failure to so perform, shall bear interest ("Default Interest") at the lesser of (1) prime plus two percent per annum or (2) the maximum lawful rate from the earlier of (a) the date originally due to Landlord or (b) the date originally incurred by Landlord, until paid. Neither Landlord nor Tenant has any intention of violating any applicable usury laws or other legal limitations upon the maximum rate of interest which may be charged. It is the parties' intention and belief that the sums upon which interest would be charged represent neither a loan nor a forbearance as those terms are defined for purposes of California's usury laws and that, in any event, the charges provided by this Section only apply in the event of Tenant's voluntary default and are therefore outside the scope of California's usury laws. Nevertheless, in the event that any such Default Interest does exceed the maximum legal rate as applied by any court of competent jurisdiction, such charge shall be deemed void and any amount received by Landlord in excess of the maximum legal rate of Default Interest shall be immediately applied to any outstanding balance of Rental then due Landlord from Tenant or credited to the next such Rental obligation becoming due. In the event Tenant owes no further Rental obligation to Landlord under the terms of this Lease, then such excess shall be immediately returned to Tenant. For purposes of this Section, "prime" shall mean the highest such rate published by the Wall Street Journal (or, if the Wall Street Journal is no longer published, a widely read and respected financial newspaper chosen by Landlord) in its "Money Rates" or similar column from time to time. Any change in prime as so published will be reflected in the Default Interest as of the date of the change.
25.17 TENANT'S DISCHARGE OF LIENS.

(a) Tenant agrees that it will pay or cause to be paid all costs and charges for work done by it or caused to be done by it on the Premises, and Tenant will keep the Premises free and clear of (1) all mechanics' liens and other liens, including without limitation judgment liens, on account of work done for Tenant or persons claiming under it, and (2) all other liens of any kind or nature whatsoever which may affect title to the Premises. Tenant agrees to, and shall, protect, indemnify, defend, and save Landlord, within ten (10) days after written demand therefor, from and against all liability, losses, damages, costs, attorneys' fees and incidental costs (including any fees and or costs reasonably incurred by Landlord's staff attorneys or outside attorneys), and all other expenses incurred by Landlord by reason of the filing of any such lien and/or the removal of the same.

(b) If Tenant shall desire to contest any claim of lien, it shall, within ten (10) days of recodification of such lien, maintain in force, and furnish proof to Landlord of, a bond of a responsible corporate surety in the amount of one hundred and twenty-five percent (125%) of the amount of the lien, conditioned on the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall pay and satisfy the same at once.

(c) If Tenant shall be in default in paying any charge for which a mechanics' lien claim and/or suit to foreclose same has been filed, and shall not have given Landlord security to protect the SVS and Landlord against the claim of lien, Landlord may (but shall not be so required to) pay or bond any such claim without inquiring into the validity thereof, and the amount so paid, together with reasonable attorneys' fees (including charges of in-house counsel) and other incidental costs incurred in connection therewith, shall be immediately due and owing from Tenant to Landlord, and Tenant shall pay the same to Landlord with Default Interest in accordance with Section 25.16.

(d) Should any claim of lien be filed against the Premises or any action affecting the title thereto be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

(e) Landlord or its representatives shall have the right to go upon and inspect the Premises at all reasonable times and shall have the right to post and keep posted thereon notices of non-responsibility, or such other notices which Landlord may deem proper for the protection of Landlord's interest in the Premises.

25.18 INDEPENDENT CONTRACTORS. Whenever this Lease provides that Landlord shall perform certain work or services, Landlord shall be entitled to contract with an independent contractor to perform said work or services or may provide the services itself.

25.19 TRADE FIXTURES, SIGNS, AND PERSONAL PROPERTY. Landlord agrees that Tenant shall have the right, provided Tenant is not in default under the terms of this Lease, at any time and from time to time, to remove any and all trade fixtures, signs, and other personal property of Tenant not permanently attached to the Premises which Tenant may have stored or installed in the Premises, and provided further that nothing contained in this Section shall be construed to permit Tenant to remove any of such property during the Term as would render the Premises unsuitable for conducting the type of business specified in Section 0, without the immediate replacement thereof with similar property of comparable or better quality. No aerial or antenna shall be erected on the roof or exterior walls of the building in which the Premises are located without Landlord's prior written consent. Any item installed without such consent shall be subject to removal by Landlord without notice at any time. All trade fixtures, signs, and other personal property installed in or attached to the Premises by Tenant must be new or like new when so installed or attached. Tenant, at its sole expense, shall immediately repair any damage occasioned to the Premises or the SVS by reason of the installation or removal of any such property.

25.20 FORCE MAJEURE. Any prevention, delay, or stoppage due to: strikes. lockouts; labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefor; vendors that Tenant requires Landlord to engage for the provision of materials or services, including without limitation

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material suppliers, contractors, architects, engineers, and other professional consultants; actions, failures to act, orders or regulations of any Governmental Agency or military authority; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes (except financial) beyond the reasonable control of the party obligated to perform, shall excuse the performance by that party of any obligation under this Lease except the obligations to pay Minimum Monthly Rent and Additional Rent, for a period equal to the prevention, delay, or stoppage. However, if the period of prevention, delay or stoppage due to causes beyond the reasonable control of Tenant (other than financial) exceeds ninety calendar days, Tenant shall be entitled to abate Minimum Monthly Rent and Additional Rent until such prevention, delay, or stoppage concludes.

25.21 HOLDING OVER. If Tenant’s is in holdover for any reason after Lease expiration with the consent (express or implied) of Landlord, such holdover will be month-to-month only, subject to the terms and conditions of this Lease, but shall not be a renewal of this Lease, and Minimum Monthly Rent for such period between day one (1) and day sixty (60) will be One Hundred Twenty Five Percent (125%) of the last month’s Rental being paid during the term and then One Hundred Fifty Percent (150%) thereafter.

25.22 ATTORNEYS' FEES. The parties shall bear their own costs and attorneys’ fees incurred in connection with this Lease.

25.23 EXECUTION OF LEASE - NO OPTION. The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of, an offer to lease, an option for Tenant to lease, or otherwise create any interest by Tenant in, the Premises. Execution of this Lease by Tenant and return to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has in fact executed and delivered this Lease to Tenant.

25.24 APPROVALS BY LANDLORD. No Landlord approvals required by this Lease or requested by Tenant respecting an issue governed by this Lease shall be binding upon Landlord unless in writing and executed by a duly authorized agent of Landlord.

25.25 WAIVER OF JURY TRIAL. Landlord and Tenant hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding and/or hearing brought by either Landlord against Tenant or Tenant against Landlord on any matter whatsoever arising out of, or in any way connected with, this Lease, the relationship of Landlord and Tenant, Tenant’s use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation now or hereafter in effect.

25.26 COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same Lease.

25.27 INTERPRETATION. The parties hereto acknowledge and agree that each has been given the opportunity to review this Lease independently with legal counsel and other professionals of each party’s own choosing, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. All words, unless otherwise specifically defined in this Lease, shall have their ordinary meanings as set forth in any dictionary of American English in common usage; there are no secret or code words. Any capitalized word, term, or phrase not otherwise defined in any Exhibit shall have the meaning assigned to it in this Lease. The parties have equal bargaining power, and intend the plain meaning of the provisions herein. In the event of any ambiguity in or dispute regarding the interpretation of same, the interpretation of this Lease shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman.

25.28 LEASE NEGOTIATIONS. THIS LEASE IS AN IMPORTANT DOCUMENT WHICH SETS FORTH IN WRITING THE AGREEMENT OF THE PARTIES WITH REGARD TO THE MATTERS ADDRESSED IN THIS LEASE. IMPORTANT RIGHTS AND OBLIGATIONS OF BOTH PARTIES ARE INVOLVED, AND EACH PARTY HAS BEEN URGED TO CONSULT ITS RESPECTIVE ATTORNEYS AND OTHER APPROPRIATE EXPERTS AND CONSULTANTS. BOTH PARTIES AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THIS LEASE HAVE BEEN FREELY NEGOTIATED BETWEEN

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THE PARTIES AND THAT EACH PARTY HAS HAD AN OPPORTUNITY TO BE REPRESENTED BY COUNSEL AND OTHER APPROPRIATE EXPERTS AND HAS PROVIDED INPUT INTO THIS DOCUMENT AND CHANGES HAVE BEEN MADE AT THE REQUEST OF EACH PARTY. FOR THIS REASON, THIS LEASE WILL NOT BE INTERPRETED SO AS TO PREFER THE INTEREST OF ONE PARTY OR CONSTRUED AGAINST THE MAKER.
Executed as of the Date of Execution specified above.

**TENANT**

CLARK CONSTRUCTION GROUP – CALIFORNIA, LP

By: ____________________________

Name: ____________________________

Title: ____________________________

Type of Business Entity: Limited Partnership

State ID: ____________________________


**LANDLORD**

CITY OF SACRAMENTO, A MUNICIPAL CORPORATION

By: Ryan Moore, Interim Public Works Director
For: Howard Chan, City Manager

Approved as to Form:

By: ____________________________

City Attorney

Attest:

By: ____________________________

City Clerk

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EXHIBIT A
LEGAL DESCRIPTION OF
SACRAMENTO VALLEY STATION

Legal Description: All of Parcel 1 as shown on the Certificate of Compliance for Lo: Merger as recorded in Book 20190207 at Page 0406 of the Office of the County Recorder, Sacramento, California.
EXHIBIT C
LANDLORD’S WORK AND TENANT’S WORK

I. General. These specifications are prepared to aid Tenant in preparing and constructing Tenant’s Improvements.

A. Lease Premises Outline Drawing. Tenant should refer to the building plans and specifications indicated on the Lease Premises Outline Drawing or Base Building Construction Plans which have been provided by Landlord and confirm all measurements and as-built conditions by visual inspection of the Premises before starting design and construction. In cases where Tenant’s requirements are in conflict with Landlord’s base building construction plans or completed building, information in Landlord’s completed building plans or completed building shall take precedence over these Tenant requirements.

B. Prevailing Wage. Because Landlord funds will be used to finance Tenant’s improvements, the provisions of Sacramento City Code section 3.60.190 require, among other things, that any person performing labor as part of Tenant’s improvements be paid not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. Accordingly, Tenant’s contractor(s) shall comply with all applicable laws and regulations regarding payment of prevailing wages and ensure that every lower-tier subcontractor hired complies with all applicable laws and regulations regarding payment of prevailing wages. Tenant and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by Landlord and upload the information into Landlord’s account within LCP Tracker. Additionally, California Labor Code Section 1725.5 requires all contractors engaged in the performance of any public works services and all lower-tier subcontractors performing public works services to be currently registered with the California Department of Industrial Relations (DIR), as specified in California Labor Code Section 1725.5.

C. Competitive Process. Because improvements will be made to a public building, Tenant must engage in a competitive selection process, as described in this paragraph. After City approves the Tenant’s Plans, Tenant shall hire a general contractor who shall solicit and obtain at least three bids for all supplies and subcontractor work related to Tenant’s Work. As noted above, all Tenant Work must be performed by licensed and bonded contractors. The general contractor’s solicitation must inform bidders of the requirements for licensing, bonding, payment of prevailing wages, insurance coverage, and compliance with all other applicable provisions of this Agreement. Further, the solicitation must inform bidders that all work must be performed in accordance with the City-approved Tenant’s Plans. After bids are received, Tenant shall provide the City with copies of the bids together with Tenant’s written recommendation for award. If Tenant is not recommending award to the low bidder, Tenant must provide City the basis and reasons for such recommendation.

D. Tenant to Use Licensed, Bondable Contractor. Tenant’s contractor is to be licensed by the appropriate governing body. Subject to the foregoing and the competitive selection requirements specified in Section 1.C above, Tenant shall be allowed to contract with its firm of choice for architectural and engineering services and with its own contractor for the performance of Tenant’s Work.

E. Landlord to Use Licensed, Bondable Contractor. Landlord shall cause Landlord’s work to be performed using licensed, bondable contractors, in a good and workmanlike manner, and in strict accordance with the plans provided in writing to Tenant, with all laws and regulations, and with all applicable requirements of governmental agencies. Upon completion of Landlord’s Work, Tenant may inspect the Premises and notify Landlord in writing (Landlord Punchlist) of any defects or deficiencies in Landlord’s Work (Landlord Punchlist Items). Landlord shall promptly cure the Landlord Punchlist Items. Thereafter, Tenant shall re-inspect the Premises and initial the Landlord Punchlist to indicate its approval when Landlord’s Work, including the Landlord Punchlist Items, has been satisfactorily completed. Landlord shall provide Tenant and its contractor with one set of final plans for the Premises.

II. Landlord’s Work

A. Architectural

i. Slab Height and Minimum Finished Ceiling Height. All base building HVAC, electrical, plumbing and sprinkler work was installed at a height such that Tenant will have the option of constructing a suspended ceiling or open plenum within Suite 210, however, Suite 220 requires a suspended ceiling per the Tenant Design Guidelines attached as Exhibit C-1.

B. Utilities, Mechanical Electrical Plumbing (MEP) & Fire Protection
i. **Electrical Service & Distribution:** Electrical service meter is located on the main service panel in the first-floor electrical room. From the service drop, conduit will be provided to a pull box on the wall of the first-floor electrical room.

ii. **Telecommunications:** The Building is served by one (1) telecommunications service main point of entrance (MPOE) capable of receiving service from multiple telecommunications vendors.

iii. **Telecom Rooms:** Telecom Rooms (TR) (one per floor) shall be provided with plywood backboards and communication riser consisting of four (4) four-inch (4") conduits from the MPOE to TR on first floor. One of these conduits will have four (4) one and one quarter inch (1 1/4") inner-ducts designated for telecommunications vendors when extending broadband communications from MPOE to TR on first floor. TRs on first and second floors will have four (4) four-inch (4") floor conduit sleeves, one of which will be reserved for telecommunications vendors to extend services to the second-floor TR. A 25-pair copper feeder cable will be provided from the MPOE to each TR, the 25-pair cable will be terminated on 110 blocks and are designated for telecommunications vendors to extend copper/analog services to tenants served at the corresponding floor TR. Any additional floor opening conduits for the Tenant’s selected telecom or fiber provider shall be provided by Tenant, at Tenant’s expense. All cross connections, switch and all other elements of Tenant’s telephone system shall be Tenant Work, including, without limitation, all cross connections form Landlord’s TR to Tenant’s telephone switchgear room, and with appropriate local telephone utility service.

iv. **HVAC:** A main building Variable Refrigerant Flow (VRF) HVAC system has been installed by Landlord. A water source heat pump will deliver saturated refrigerant to Tenant’s branch controller within Premises. This VRF system operates more efficiently than conventional compressors and was installed as part of the Landlord’s LEED certification.

v. **Fire/Life Safety Alarms:** A primary fire/life safety alarm system as required by code with all emergency circuits, fire alarm pull stations, life safety communication speakers, smoke detectors, strobe and connection to fire annunciator panel as required by governing City, State and National codes.

vi. **Fire Sprinkler:** A fire sprinkler system meeting NFPA 13 for Light Hazard occupancy was installed by Landlord. Any additional heads or relocation of heads required by Tenant’s interior space design shall be by Tenant at Tenant’s expense. Any code require hydraulic recalculation of the system due to added/relocated heads shall also be by Tenant.

### II. Tenant’s Work

#### A. Tenant’s Plans

As soon as practicable after the Date of Execution, but not later than sixty (60) calendar days after the Date of Execution, Tenant shall submit Tenant’s Plans to Landlord for its review and approval, which approval will not be unreasonably withheld, conditioned or delayed. Tenant shall confirm Landlord’s receipt of Tenant’s Plans. Landlord shall review such Plans and will make good faith efforts to approve, make suggestions or require changes with respect to such Plans within fifteen (15) business days after confirmation of receipt. If such Tenant’s Plans are not approved, Landlord shall provide Tenant with a reasonably detailed narrative that explains such disapproval and identifies the changes that are required to the Tenant’s Plans and Tenant shall modify and resubmit such Tenant’s Plans to Landlord within ten (10) days after Tenant’s receipt of Landlord’s comments. Thereafter, Landlord shall make good faith efforts to review and approve or disapprove of Tenant’s revised plans within three (3) business days. Such process shall continue until Landlord has approved the Tenant’s Plans for Tenant’s Work.

#### B. Building Permits

Following approval of Tenant’s Plans by Landlord, Tenant shall be responsible for obtaining all approvals required from governmental agencies to construct Tenant’s Work and shall deliver copies to Landlord upon receipt.

#### C. Construction of Tenant's Work

Tenant shall cause Tenant’s work to be performed using licensed, bonded contractors, in a good and workmanlike manner, and in strict accordance with the approved Tenant’s Plans, with all laws and regulations, and with all requirements of governmental agencies. Tenant warrants and represents that Tenant’s Work shall be prosecuted diligently to completion and in such a manner as not to: (1) diminish the value of or otherwise damage the Building in which the Premises is located, or (2) obstruct access to the Sacramento Valley Station or of any other tenant or customer of the Sacramento Valley Station. If damage to the Sacramento Valley Station occurs in connection to Tenant’s Work, Landlord may at its election make the repairs at Tenant’s expense and deduct the cost from the Tenant Improvement
Allowance. During prosecution of Tenant's Work, Tenant shall keep in a reasonably clean, safe, and orderly condition all Tenant work areas and areas surrounding waste receptacles. Tenant and Tenant's contractor are responsible for their own construction trash and debris. No construction materials, debris or trash are to be left in the common areas including, without limitations, parking areas. Tenant to provide its own construction trash receptacle, which shall be located as directed by Landlord. Tenant may not use Landlord's trash receptacle for construction debris or trash.

D. Utilities, Mechanical Electrical Plumbing (MEP) & Fire Protection

a. Electrical Service & Distribution: Tenant's contractor shall install all required conduit from pull box located in the first-floor electrical room to service the Premises. Tenant's contractor will pull feeders from the meter, through the conduit pathway, to a second-floor electrical panel servicing the Premises. From the second-floor panel, Tenant's contractor will provide circuits for outlets, lighting, and VRF cassette units. Any sub metering required shall be installed by Tenant.

b. HVAC: A main building Variable Refrigerant Flow (VRF) HVAC system has been installed by Landlord. Tenant's contractor will install "fan coil units" within Premises and the associated plumbing from the branch controller. These fan coil units condition and recirculate air from within the Premises. For minimum fresh air, Tenant's contractor shall connect to existing outside make-up air ducting. Tenant's contractor shall install all piping connected to each condenser unit and appropriately "charge the system" with the required refrigerant for each system. Tenant provided fan coil units, controllers and temperature sensors must be compatible with the base building control system. The HVAC system controls provided by Tenant's contractor shall match the existing main Direct Digital Control (DDC) system. This system will communicate with the server along with all other system controls throughout the facility. The shell building digital control system shall be capable of accepting tie-in of the controls within Tenant's premises.

c. Plumbing: As part of Tenant's improvements, Tenant can elect to install a small kitchenette within its Premises.

d. Fire Sprinkler: A fire sprinkler system meeting NFPA 13 for Light Hazard occupancy was installed by Landlord. Any additional heads or relocation of heads required by Tenant's interior space design shall be by Tenant at Tenant's expense. Any code required hydraulic recalculation of the system due to added/relocated heads shall also be by Tenant.

E. Other Requirements

a. Structural Penetrations: All penetrations of a structural floor slab or roof structure for plumbing, ductwork or any other reason shall be submitted to Landlord's structural engineer for approval prior to performing the work. This work is to be constructed as part of Tenant's Improvement Allowance. Furthermore, any proposed concrete penetrations shall be scanned for rebar.

b. Rooftop Equipment: Should Tenant desire any rooftop mounted equipment, Tenant shall submit a written request to Landlord's structural engineer for approval prior to installation. Approval of installation of any rooftop equipment is at the sole discretion of Landlord. Any approved installations shall be at Tenant's sole cost and expense, and shall not be included in Tenant's Improvement Allowance.

c. Historic Wood Trim: Tenant shall install wood trim around the doors and windows along the south side of Suite 220 to match the existing trim within Hallway 240. Landlord to provide specific details regarding method of installation, species of wood, dimensions of wood, stain color, and finish.

d. Storm Window: Tenant shall install a storm window inside of the large historic amber window within Suite 210. Landlord to provide window specifications and method of installation details.

F. Acceptance and Completion of Tenant's Work: Upon completion of Tenant's Work, Landlord may inspect the Premises and notify Tenant in writing (Punchlist) of any defects or deficiencies in Tenant's Work (Punchlist Items). Tenant shall promptly cure the Punchlist Items. Thereafter, Landlord shall re-inspect the Premises and initial the Punchlist to indicate its approval when Tenant's Work, including the Punchlist Items,
has been satisfactorily completed to Landlord's satisfaction. Tenant shall submit to Landlord copies of all written warranties and operating manuals respecting any portions of Tenant's Work not constituting removable trade fixtures, which warranties shall be for not less than one (1) year and against defects and workmanship, materials, and equipment. Furthermore, Tenant shall provide to Landlord with one set of final plans for the Premises.
SACRAMENTO VALLEY STATION
Restored historic Main Waiting Room. Original ceiling was painstakingly cleaned and the walls and window sash were restored from prior redecoration. Original chandeliers and sconces were refurbished and re-wired utilizing LED technology. The plaster ornamental grilles above the chandeliers, now function as exhaust air registers for the mechanical system, while the marble over concrete floor is used as a radiant floor for heating and cooling.
INTRODUCTION

Using the Guidelines
Welcome to Sacramento Valley Station.

The City of Sacramento has compiled these guidelines for tenants of the historic Sacramento Valley Station. These guidelines are meant to assist prospective tenants with understanding the level of finishes, integration of mechanical, electrical, and plumbing infrastructure in the building that the tenant will agree to provide under the terms of the Lease Agreement with the City of Sacramento. As a prospective tenant or design professional, welcome to Sacramento Valley Station.

Brief History
The station was built in 1926 and has been in continuous operation as Sacramento’s passenger terminal for over 90 years and will continue to grow with new facility investments as the region’s transportation mobility hub and one of Sacramento’s great destination centers.

The City of Sacramento purchased the building in 2006 when the 240 acre Railyards site transferred ownership from the Union Pacific Railroad to a private development company. The City first upgraded the electrical service to the building and in 2010, soon began a process of renovating the entire Station in two phases through 2017.

The first phase of the project, from 2010 to 2012, was a structural upgrade bringing the existing station up to current seismic standards. Phase I also included accessibility upgrades and installation of a fire sprinkler system.

Phase II, from 2012 to 2017, was a complete upgrade of the mechanical, electrical, plumbing, communications, vertical transportation, fire sprinkler and alarm systems. Phase II shifted Amtrak lease premises from the east historic baggage area and north concourse to the west wing of the building in
the former restaurant, kitchen and crew area and added a new warehouse and support area to the west. This work provided new offices, baggage and freight handling and a new crew base for Amtrak. Within the historic building footprint, Phase II created 26,000 sf of leasable area. A grand connecting stair between Level 1 and Level 2 was added on the east side common hallway for convenient tenant access.

Celebrating Sacramento’s temperate climate, outdoor seating areas for tenant lease space and the public have been added on the north side of the building. On the east ground floor the former baggage docks have been renovated to create a continuous deck area. The third floor level has a new exterior deck overlooking a new roof with extensive views of downtown and the Railyards that is leasable with the adjoining interior space.

The historic rehabilitation of the building in Phase 2 was extensive and proceeded under the guidelines of the Secretary of the Interior for Historic Buildings. The Main Waiting Room features faux stone plaster finish on the walls and a soaring stenciled and painted plaster ceiling. The original paint color was found and the faux-finish plaster stonework was recreated using historic photos. The original chandelier light fixtures and wall sconces grace the room; however, two sconces were previously removed and lost, and these were reproduced through a “lost-wax” sand cast method from the originals. The plaster “medallions” from which the chandeliers hang were recast from the originals due to their decay and fragility, and these decorative elements serve as the grilles for the new air recirculation system in the moves a glycol-water solution at a constant 70 degrees fahrenheit.

The visual splendor of the Main Waiting Room is defined by the double height windows and mahogany entry doors provide ample daylight and access. Elegance is enhanced by marble floors inlaid with travertine. The mural on the east wall is by renowned San Francisco artist John A. MacQuarrie depicting the beginning of the transcontinental railroad. This mural added in the early 1930’s, resides above the location of the original ticket counter which reinforces the Stations place in history. The ticket counter has been re-created and adapted for a serving counter.

For the first time in its history, the Station is now fully accessible. All floors now have elevator access. Historic spaces have been restored with original materials and techniques. The exterior brick work and windows have been restored. All restoration at the Station was done with sustainability in mind — saving valuable resources and preserving the environment. See the Sustainable Strategies diagram on the following page.

Sacramento Valley Station provides the opportunity to work in a historic building provided with sustainable modern amenities located at the focal point of transportation in Sacramento. The City of Sacramento in partnership with the Federal Rail Administration, Federal Transit Administration and the Sacramento Transportation Authority has provided a unique opportunity for tenants to work in a high performance sustainable environment and help preserve a piece of history.

**SACRAMENTO VALLEY STATION TENANT GUIDELINES**

Main Waiting Room.

The Main Waiting Room presented a challenge to moderate temperature extremes in the high-volume, sunlit space. The solution, as illustrated in the adjacent diagram, was to evacuate hot air from the apex of the space through the medallions, and in cool periods, take the rising air and recirculate it at low velocity through new air registers placed in the perimeter walls. To further enhance passenger comfort, the marble floor with seven inches of concrete supporting it, was transformed to a radiant floor for both heating and cooling with over 3.4 miles of tubing, attached to the underside of the concrete slab floor from the basement below, which continuously
SACRAMENTO VALLEY STATION
SUSTAINABLE STRATEGIES

RAINWATER RE-USE
Rainwater is collected from the flat roof areas, filtered, and stored in two tanks in the basement. Collected water is used for toilet and urinal flushing.

BIKE STORAGE
The project provided 100 secure bike spaces. Forty bike racks are installed at the perimeter of the north public plaza and are free to use but are in areas away from public spaces. An additional 40 racks were provided at 30-minute height bike racks in a secure access location. This bike area is being managed by a private bike locker vendor. Additional bike storage systems were provided by the localIntuit Bike Sharing system.

LOW-FLOW WATER SYSTEMS
Low-flow high-efficiency fixtures provide a water use reduction of more than 90%.

LED LIGHTING
All light fixtures utilize LED bulbs for energy efficiency and extended lamp life. Restroom fixtures utilize LED bulbs.

AIR RECIRCULATION/EXHAUSTION
The high space of the Main Waiting Room responds to seasonal thermal comfort responses. The heating demand occurs during the winter season, and the cooling demand occurs during the summer season. The heating demand is met by converting night air to the historic placing ceiling grilles and recirculating air to the historic placing ceiling grilles. The cooling demand is met by converting air to the historic placing ceiling grilles and recirculating air to the historic placing ceiling grilles and is diverted via ducts to the outside air.

INCREASED INSULATION
Inverted insulation helps regulate building temperature savings and reduces heating and cooling costs. The historic triple glass windows are triple glazed, which reduces heat loss and heat gain through the windows.

LANDSCAPING
Landscaping provides shade and helps reduce heat around the station by shading walkways. The landscaping uses the Amtrak warehouse to create a green roof on the top of the warehouse. The green roof is a sustainable feature that provides a habitat for local pollinators, which are important for the ecosystem. The green roof also reduces the heat island effect, which helps to reduce energy consumption.

RADIANT SLAB
There is a network of small-diameter (hydronic) tubes, totaling 3,400 square feet, installed in the building. The tubing is embedded in the concrete floor and provides radiant heat to the building. The tubing provides a comfortable and energy-efficient heating system. The tubing is designed to provide a consistent and comfortable temperature throughout the building.

MATERIAL CONSERVATION + REUSE
Over 95% of all construction waste, including steel, concrete, and wood, was recycled. The recycled materials were used to construct the new building. The new building is designed to meet LEED Silver standards.

STORM WINDOWS
Storm windows installed behind the historic windows on the west, south, and east sides of the station. The windows help to maintain the historic appearance of the building while providing energy efficiency.

SOLAR ENERGY
A roof-mounted solar panel generates 5% of the station's electricity.

SOLAR HOT WATER
A solar hot water system preheats hot water for the station.
Morning sun lighting newly restored brick and terracotta of the historic station and north station plaza area. Passenger walkway to tracks to track platforms in foreground with expanding downtown to south.
General Standards and Information
The list of General Standards and Information below shall be common to all tenant improvements unless otherwise directed in this document.

- Tenant shall refer to Appendix A for Tenant Design and Construction Guidelines for Green Commercial Interiors.
- Tenant shall refer to Appendix B for tenant Mechanical, Electrical and Plumbing (MEP) guidelines.
- Tenant shall refer to Appendix C for tenant build-out detailing.
- See attached Appendix D for approved Building Standard finishes. Other finishes may be approved by the City of Sacramento (CoS) pending review.
- These Tenant guidelines apply to the lease spaces indicated in the designated Lease Area described in the following section Tenant Lease Areas.
- Access controls within tenant spaces are to be provided by the Tenant at Tenant’s expense and must be stand-alone systems.
- Modifications to the existing shell mechanical, electrical, plumbing systems and sprinkler systems (MEP/FS) shall be prepared by a qualified, licensed CA engineer and with City of Sacramento’s (COS) review and approval. Such modifications shall not affect the Building’s LEED rating and will be compatible with and can be integrated with the Buildings control systems. Such modifications shall not compromise services to other lease spaces.
- Any modifications to the building Fire Detection Systems shall be performed solely by the City of Sacramento approved contractor, at tenant expense.
- Mechanical, plumbing and fire sprinkler equipment can be repainted with restrictions on component parts that shall not receive paint subject to CoS review.
- All new gypsum wall board shall be Level 4 finish throughout.
- Paint, adhesives and sealants for carpet systems must meet the criteria listed for Appendix A.
- Tenant lighting must meet the standards outlined in Appendix A and B, as appropriate. Typical fixtures and controls shall match current building.
- All access controlled doors must utilize Primus cores and keys provided by CoS at Tenant expense.
- Interior window treatments shall be by MechoSystems as supplied by landlord. To ensure conformity, alternate window treatments are not allowed. No window treatment is allowed at the arched portion of the historic windows.
- Where suspended ceilings are installed – provide ACP-I per attached Appendix D Finish Schedule.
- Exterior walls shall have additional R-13 Batt Insulation installed in the stud framing, inside of the mineral wood insulation attached to the masonry. This additional layer of insulation is required to meet State Energy Compliance for exterior envelope heat loss. Insulation shall be installed prior to sheetrock. Insulation to be installed at Tenant’s expense.
- All floor anchors and penetrations shall be coordinated with CoS. Locations shall be approved during design, and field verified, with CoS prior to work.
- Basement Ceiling Fiber Reinforced Polymer (FRP) not to be painted, abraded, cut or penetrated.
- Basement Storage may be assigned by CoS on a per tenant basis. Storage area is to be agreed upon during lease negotiations. Storage areas are to be created using standard galvanized chain-link at Tenant expense. Such areas are to be reviewed and approved by COS. Such areas are not be used for storage of hazardous materials, nor for food or perishable materials nor for any other materials attracting rodents, insects or other nuisances.
- Access to Basement areas outside the designated storage area is prohibited due to limited clearance, uneven ground and installed building systems and equipment. Unauthorized access by tenant shall result in loss of basement storage and access privileges.
- Tenant Restrooms on the Second Floor and Public Restrooms on the First Floor are supplied with water from the building rainwater catchment system during the wet season. This water is filtered and piped to low-flow toilets and urinals for the sole purpose of flushing. When the catchment tanks are depleted, water is drawn from the building water supply. Due to the nature of the collection of roof water, when the first rain fills the tanks, minute particles can pass the fine mesh filter and cause a discoloration of the flushing water.
L-1 and LX-1 Lease Area

Flooring
- Existing Exposed Concrete: Shall be natural or stained, polished and sealed.
- Floor Coverings: Carpet / carpet tile, wood, Ceramic or stone only at specific / wet / entry areas (provide isolation membrane at tile areas).
- Existing recessed walk-off mat - maintain in place, clean with CoS approved product.
- See General Standards for floor anchoring and penetrations.

Walls
- Exterior Perimeter Walls:
  - Insulate exterior perimeter walls with un-faced R-13 fiberglass batt in stud cavity.
  - Finish with 5/8" Type ‘X’ GWB with Level 2 or better finish.
- New Interior Walls: 1/2” Type ‘X’ GWB over 3 5/8” steel stud framing - Frame as freestanding walls, braced to the concrete beams and/or columns. The existing wood ceiling is to be maintained and not used to brace or connect interior walls.
- West wall demising Hallway 150 – This wall can be removed in part or in entirety and replaced with a new wall system upon review and approval by COS. The ceiling above Hall 150 is suspended from the floor above and is not bearing on this wall. All materials shall be salvaged and coordinated with COS for removal and potential storage.

Ceiling
- Exposed Historic V-groove T&G Ceilings – All existing to remain. Where used as exposed finish, patch areas with equal material. Prime-1 coat; Finish Paint-2 coats.
- Hard Lid Ceilings – Shall be 1/2” Type ‘X’ Non-sag gypsum wallboard applied directly to furring supported by primary structure. Avoid damaging the historic wood ceiling. Should hard lid be desired or required for fire separation in historic wood areas, new finish shall be applied over a separate suspended ceiling system supported by the concrete beams or freestanding walls not damaging the historic wood ceiling. Verify with CoS during design.
- Hard Lid Ceilings - Suspended Ceilings – A suspended ceiling system can be installed, supported by the concrete beams or freestanding walls. Avoid damaging the historic wood ceiling. Suspended ceiling at exterior wall is not to interfere with or drop below the head of the existing perimeter wall window head. Pockets created by the installation of a ceiling below the head of the existing shell window must extend into the space a minimum of 2 feet from the inside face of the window. The inside surfaces of such pockets shall be finished with 5/8" Type ‘X’ gypsum wallboard.

Doors
- Doors at perimeter suite walls, exterior and interior are to be remain.
- Hardware provided by the shell project is to be maintained and not modified except with prior COS knowledge and approval. Match building standard hardware throughout.
- New Interior doors are recommended to be 3'-0" x 7'-0" hollow metal or wood.
- Entry Doors – utilize primus cores provided by CoS. Tenant to reimburse CoS for core and key costs.

Windows
- All exterior historic windows and interior storm windows are to remain.
- Historic windows on the south wall with storm windows are to be finished and maintained as per detail RXA-1, Appendix C.

Mechanical / Electrical / Plumbing / Fire Sprinkler
- See General Notes for restrictions on modifications to existing Mechanical, Electrical, Plumbing and Fire Sprinkler/Detection systems.
• Provisions have been made for a Tenant Kitchen. Kitchen design requires CoS review and approval. Kitchen Design, Installation & Maintenance are at Tenant expense.

• Tenant restrooms shall be per tenant requirements and at tenant expense.

• Space has been provided in the shaft adjacent to Telephone Room (TR) TR 166 for a grease duct. Grease duct installation and maintenance is by Tenant. See Appendix F Type I Exhaust Hood Drawings.

Signage

• Existing general signage and wayfinding shall remain, unless otherwise approved by CoS during tenant space design.

• Tenant signage is allowed per the tenant signage guidelines provided for Sacramento Valley Station in Appendix G.

Existing Access Lift

• Lift may be relocated for tenant space plan accommodations.

• Lift is to be recommissioned and maintained to provide barrier free access to Lease Area L-1 and LX-1.

• Lift emergency phone is to be monitored by tenant.

CoS Building Maintenance Access

• Maintain clear access to TR 166, adjacent mechanical shaft, Stair 5, Garbage Room 164. Enclosure surrounding Fire Alarm panel to remain and shall remain open to above.

• Access may be required for maintenance of MEP systems that are servicing other tenant spaces.

LX-1 Deck Area

• Access is through Lease Space L-1 or sub-divided areas of Lease Space L-1. Deck area is controlled and maintained by L-1 tenant or sub-divided areas of Lease Space L-1.

• Arrangements can be made with CoS Building Manager to retrieve lost items from below wood deck panels at tenant's expense.

• Wood deck panels are not to be treated or painted.

• Any maintenance required for this deck area should not be performed without prior CoS knowledge and approval.

• Clean with COS approved product.

• Canopies and canopy lighting are to be maintained by COS at tenant expense.

• Landscape planter bed and canopy awning lighting is maintained by CoS.
**L-2 Lease Area**

**Flooring**
- Existing Exposed Concrete: Shall be natural or stained, polished and sealed.
- Existing marble shall be sealed and maintained with CoS approved product.
- Floor Coverings: Carpet / carpet tile, wood, Ceramic or stone only at specific / wet / entry areas (provide isolation membrane at tile areas).
- Existing recessed walk-off mat – maintain in place, clean with CoS approved product.
- See General Standards for floor anchoring and penetrations.

**Walls**
- Insulate exterior walls with un-faced R-13 fiberglass batt in stud cavity.
- Exterior Wall Finish: 5/8” Type X GWB.
- New Interior Walls: ½” Type X GWB over 3 5/8” steel stud framing; brace to primary structure.

**Ceiling**
- Exposed Structure, Paint or unpainted.
- Suspended Ceiling – Tenant Preference: A suspended ceiling system can be installed and supported by the primary structure or freestanding walls. The suspended ceiling at exterior wall is not to interfere with or drop below the head of the existing shell window / door head. Pockets created by the installation of a ceiling below the head of the existing shell window / door must extend into the space a minimum of 2 feet from the inside face of the window. The inside surfaces of such pockets shall be finished with Type X GWB.
- Hard Lid Ceiling – Tenant Preference – ½” type X non-sag GWB applied directly to primary structure or to furring supported by primary structure.

**Historic Door and Window Assemblies (West and South)**
- All exterior historic windows and interior storm windows are to remain.
- Historic windows on the south wall with storm windows are to be finished and maintained as per detail RXA-1, Appendix C.
- Initial Tenant Improvements only: Complete ADA operator installation at south doors (Shell provides rough-in only). See Appendix E Automatic Door Operations.
- Keys from City provided at tenant expense.

**Mechanical / Electrical / Plumbing / Fire Sprinkler**
- See General Notes for restrictions on modifications to existing Mechanical, Electrical, Plumbing and Fire Sprinkler/Detection Systems.
- Food preparation requiring the use of a grease duct cannot be accommodated in this space. (See Appendix F for Schematic Drawings).
- Tenant metered service shall include step-down transformer in lease space.

**Signage**
- Existing general signage and wayfinding shall remain, unless otherwise approved by CoS during tenant space design.
- Tenant signage is allowed per the tenant signage guidelines provided for Sacrameto Valley Station in Appendix G.

**Elevator**

The following guidelines for Elevator 1 apply only when terms in Tenant Agreement specify use of south elevator door by tenant in L-2 Lease Area for access to Level B or Level 3:
- Elevator can be used to access Level B and Level 3 - by valid card read only if card reader access is provided.
- Level B Basement storage may be provided by COS on an individual tenant basis, non-accessible.
- Elevator door to L-2 tenant space can be locked out to prevent unautho-
rized access from public Hallway 150, northside of elevator.

- Elevator door to L-2 can be programed to provide afterhours access to L3 (no afterhours access to Level 2).

- Elevator finishes (including door and door surround) are to be maintained by tenant as provided by the shell project.

- Elevator reprogramming shall be at Tenant expense by COS Security/ Elevator contractor for specific Tenant requirements. Program changes require COS review and approval.

The following guidelines for Elevator 1 apply to all tenant occupancies:

- Tenant shall review local agency building requirements, including but not limited to, Fire Marshall, with regard to existing inactive elevator door.

- Tenant shall design and construct improvements in accordance to applical codes for clearance distance from elevator door.

**CoS Building Maintenance Access**

- Tenant shall provide access to CoS maintenance staff and contractors for maintenance of mechanical units serving other areas of the building that are located in the L-2 premises.

- Access may be required for maintenance of MEP systems that are servicing other tenant spaces.

**Access to L-3 Tenant Area (Historic Ticket Counter)**

- Access to this area may be required via double doors from L-2 space or separately via the doors south of the Counter in the Main Waiting Room.

- Keep access to L-3 area clear.

- Tables and Chairs are permissible in L-3 and surrounding the Counter as reviewed and approved by CoS.
L-3 Lease Area

Flooring
- Floor Penetrations are not permitted in this area – Hydronic Radiant tubing installed below slab. Also, see General Standards for floor anchoring and penetrations.
- Flooring within Counter Area shall be sheet goods over existing exposed concrete.
- Flooring outside counter area shall remain existing historic marble and travertine floor is to be maintained.
- Cleaning of this area is to be by qualified tenant maintenance staff with CoS approved cleaning products.

Walls (within counter area)
- Historic Wall shall not be altered.
- Existing historic wall sconce lights are to remain.
- Wall color, texture, detail, to remain and shall not be altered.
- No signage or wall graphics shall be attached or adhered to historic wall finishes.

Ceiling
- Not Applicable – No ceiling alteration or additions permitted.

Doors
- The existing doors to Lease Area 2 are to remain. Hardware provided is to be maintained and not modified except with prior CoS knowledge and approval.
- Match building standard hardware where new hardware is applicable.

Windows
- Sidellight and transom windows shall remain and not be altered.
- Access & use of these doors shall not be impeded.

Mechanical / Electrical / Plumbing
- Electrical connections are provided to service counter area on wall demising Lease Area 2, north of center doors.
- Data connections are at Tenant expense.
- Internal lighting below counter – use strip lights – conform to recommendations of Green Tenant Guidelines, Appendix A.
- Above counter mounted lights – not allowed except with CoS prior review and approval.
- Plumbing shall not penetrate the floor in this area due to hydronic radiant slab system.

Signage
- Existing general signage and wayfinding shall remain, unless otherwise approved by CoS during tenant space design.
- Tenant signage is allowed per the tenant signage guidelines provided for Sacramento Valley Station in Appendix G.

Cabinetry
- Stone counter to remain. Modifications require review and approval by CoS.
- Tenant cabinetry inside perimeter stone counter to be provided by Tenant.
- Anchorage of new inside cabinetry shall be made to perimeter counter sub structure; anchorage is not to interfere or damage perimeter stone anchorage.
- Floor anchors are not allowed without prior approval from CoS.
- Forbo marmoleum counter surface is to be maintained – clean with CoS approved product.

CoS Building Maintenance Access
- Bar Counter area, inside or outside.
- Table and chairs in CoS approved area outside counter area, provide non-marking feet. Placement shall not impact Main Waiting Room circulation.
- Access shall be provided to CoS for purposes related to historic clock.
- Access shall be provided to CoS for purposes related to historic mural above lease area.
- Access shall be provided CoS to maintain and clean wall sconces and bulbs.

Reconstructed Historic Ticket Counter and wall sconces in lease Area 3. Access to be provided to City of Sacramento (CoS) to maintain historic elements on East Wall of Main Waiting Room.
L-4 and LX-4 Lease Area

Flooring
- Sealed Concrete / other finishes negotiable with CoS review and approval. Tenant is responsible to reseal as needed.
- Floor penetrations permitted with approval of CoS.
- Walk-off mat - Tenant to provide and maintain 10’ walk off matt at exterior bi-parting door.

Walls
- Brick Walls - No Work, maintain as is; connections to masonry (if any) to occur in grout joints.
- Existing Painted Wainscot - wainscot shall not be repainted with alternate color.

Ceiling
- Ceiling to Remain - Ceiling color to be maintained as is.
- New conduit or similar installations shall be painted to match existing color. Consult with CoS for color match sample.

Doors
- Doors provided to be remain - hardware provided to remain.
- Doors exiting to Bike Storage Area are for Emergency Egress only and shall remain alarmed and signed at all times. Door alarm shall be maintained by CoS.
- Existing storefront entry doors from Common Area (Hall 150) to remain. Signage is permitted per Signage guidelines.
- Entry doors must utilize Primus cores and keys provided by COS at Tenant expense.
- Sliding doors to LX-4 are not ADA compliant unless in open configuration. Floor bolts to be secured during non-business hours, along with key lock to ensure door panel remains secure.

Windows
- Existing historic windows to remain - existing window paint color (inside and outside) shall remain.
- Window cleaning shall be tenant responsibility on interior tenant side. City will maintain exterior.

Mechanical / Electrical / Plumbing / Fire Sprinkler
- See General Notes for restrictions on modifications to existing Mechanical, Electrical, Plumbing and Fire Sprinkler/Detection systems.
- New COS approved data connections at Tenant expense.
- Tenant to provide step-down transformer within lease space on tenant meter.
- Lighting - Provide linear LED suspended downlights (Prudential P40 LED series) or "School House" type suspended LED pendant fixtures (Manning Lighting DP-44-18) for general illumination. Submit fixtures with proposed layout for COS review. Other LED fixture types may be approved with COS review and approval.
- Floor penetrations are allowed in L-4 Area, locations and requirements to be verified with CoS during design.
- Space heating to be by Tenant and maintained by tenant.

Signage
- Existing general signage and wayfinding shall remain, unless otherwise approved by CoS during tenant design.
- Tenant signage is allowed per the tenant signage guidelines provided for Sacramento Valley Station in Appendix G.
- Anchorage in mortar joint only.

CoS Building Maintenance Access
- Access shall be provided to CoS to maintain lighting and other MEP systems designated as CoS responsibility. Access may be required for maintenance of MEP systems that are servicing other tenant spaces.
• Access shall be provided to CoS for maintaining emergency egress door alarm system.
• Access shall be provided CoS to maintain and clean wall sconces and bulbs.

**LX-4 Patio Area**

• Patio area is controlled and maintained by L-4 tenant.
• Tenant to clean with CoS approved product.
• Tenant shall keep patio area free of weeds and consult with CoS for acceptable weed abatement products and their use.
• Modifications to existing patio railing are not allowed, unless for the addition of railing and/or gate elements.
• Additional patio railing and gate(s) shall match existing. Access gates location shall be reviewed and approved by CoS and will require the tenant to obtain all necessary permits.
• CoS approved portable propane heaters at tenant expense.

*Exterior patio area LX-4 shown after completion of historic renovation work. Permeable paving system reduces peak-runoff to City Stormwater Drainage system.*
L-5 Lease Area

Flooring
- Existing Historic Wood Flooring areas are to be maintained in place - exposed / refinished or covered with carpet or sheet flooring. New flooring install should avoid damaging existing historic flooring.
- Ceramic or stone tile can be used in isolated / small areas - provide cement backer board and isolation membrane or other CoS-approved underlayment.

Walls
- Tenant shall insulate exterior walls with un-faced R-13 fiberglass batt in stud cavity.
- Exterior Wall Finish: 5/8” Type X GWB.
- New Interior Walls: ½” Type X GWB over 3 5/8” steel stud framing – brace to primary structure.
- West wall demising tenant space and historic hallway (east face-tenant side) retain wood casing and trim around doors and windows.

Ceiling
- Exposed Structure, Paint or unpainted; color to be CoS-approved.
- Suspended Ceiling - Tenant Preference: A suspended ceiling system can be installed supported by the primary structure or freestanding walls. The suspended ceiling at exterior wall & interior wall at Hallway 240 is not to interfere with or drop below the head of the existing shell window / door head. Pockets created by the installation of a ceiling below the head of the existing shell window / door must extend into the space a minimum of 2 feet from the inside face of the window / door. The inside surfaces of such pockets shall be finished with Type X GWB.
- Hard Lid Ceiling - Tenant Preference – ½” type X Non Sag GWB applied directly to primary structure or to furring supported by primary structure.

Doors
- Door and Window trim along west wall demising historic hallway to match wood sash and frame at hallway side.
- Doors at perimeter suite walls (provided by the shell project) are to be maintained. Hardware provided by the shell project is to be maintained and not modified except with prior CoS knowledge and approval.
- Horizontal wood trim separating double doors and transom window is removable to access door controls.
- New Interior Suite doors are recommended to be 3'-0” x 7'-0” hollow metal or wood.

Windows
- Existing refurbished historic windows to be maintained.
- South and East Casings to be finished as per detail RXA.2, Appendix C. North punched windows per detail RX.4.4, Appendix C.
- Storm windows are to be maintained.

Mechanical / Electrical / Plumbing / Fire Sprinkler
- See General Notes for restrictions on modifications to existing Mechanical, Electrical, Plumbing and Fire Sprinkler/Detection systems.
- New COS approved data connections at Tenant expense.

Signage
- Existing general signage and wayfinding shall remain, unless otherwise approved by CoS during tenant space design.
- Business identifying signage in windows or on building exterior is prohibited at 2nd floor offices.
- Tenant signage is allowed per the tenant signage guidelines provided for Sacramento Valley Station in Appendix G.
CoS Building Maintenance Access

- Access shall be provided to CoS to maintain lighting and other MEP systems designated as CoS responsibility. Access may be required for maintenance of MEP systems that are servicing other tenant spaces.
L-6 Lease Area

Flooring

- Carpet, carpet tile or sheet goods.
- Ceramic or stone tile can be used in isolated / small areas – provide cement backer board and isolation membrane or other COS-approved underlayment.

Walls

- Tenant shall insulate exterior walls with un-faced R-13 fiberglass batt in stud cavity.
- Exterior Wall Finish: 5/8” Type X GWB.
- New Interior Walls: ½” Type X GWB over 3 5/8” steel stud framing – brace to primary structure.
- South wall demising tenant space and historic hallway (north face-tenant side) – retain wood casing and trim around doors and windows.
- East wall – COS retains salvaged door and casing of original building for reuse at tenant preference.

Ceiling

- Exposed Structure, Paint or unpainted; color to be COS-approved.
- Suspended Ceiling – Tenant Preference: A suspended ceiling system can be installed supported by the primary structure or freestanding walls. The suspended ceiling at exterior wall & interior wall at Hallway 240 is not to interfere with or drop below the head of the existing shell window / door head. Pockets created by the installation of a ceiling below the head of the existing shell window / door must extend into the space a minimum of 2 feet from the inside face of the window / door. The inside surfaces of such pockets shall be finished with Type X GWB.
- Hard Lid Ceiling – Tenant Preference – ½” type X Non Sag GWB applied directly to primary structure or to furring supported by primary structure. Alternate ceiling finishes to be COS approved.

Doors

- Door and Window trim along south wall demising historic hallway (hall 240) to match wood sash and frame at hallway side shall remain.
- Doors at perimeter suite walls connecting to Hall 240 are to remain. Hardware provided for these doors are to remain and not modified except with prior COS knowledge and approval.
- New Interior Suite doors are recommended to be 3'-0” x 7'-0” hollow metal or wood.

Windows

- Existing refurbished historic windows to be maintained.
- North windows per detail RXA.4, Appendix C
- Operable portions of the historic windows without storm windows can be opened with the historic hardware. Windows should remain closed during non-temporartie days and be closed at night. Tenant assumes liability for unlocked exterior windows.

Mechanical / Electrical / Plumbing / Fire Sprinkler

- See General Notes for restrictions on modifications to existing Mechanical, Electrical, Plumbing and Fire Sprinkler/Detection systems.
- New COS approved data connections at Tenant expense.

Signage

- Existing general signage and wayfinding shall remain, unless otherwise approved by COS during tenant space design.
- Business identifying signage in windows or on building exterior is prohibited at 2nd floor offices.
- Tenant signage is allowed per the tenant signage guidelines provided for Sacramento Valley Station in Appendix G.
CoS Building Maintenance Access

- Access shall be provided to CoS to maintain lighting and other MEP systems designated as CoS responsibility. Access may be required for maintenance of MEP systems that are servicing other tenant spaces.
L-7 Lease Area

Flooring

- Existing Historic Wood Floor areas are to be maintained in place - exposed / refinished or covered with carpet or sheet flooring. New flooring install should avoid damaging existing historic flooring.
- Ceramic or stone tile can be used in isolated / small areas – provide cement backer board and isolation membrane or other COS-approved underlayment.

Walls

- Tenant shall insulate exterior walls with un-faced R-13 fiberglass batt in stud cavity.
- Exterior Wall Finish: 5/8" Type X GWB.
- New Interior Walls: 1/2" Type X GWB over 3 5/8” steel stud framing - brace to primary structure.

Ceiling

- The Ceilings in this lease area are to be hard lid or hard lid at north perimeter with suspended ceiling in remainder. Hard lid ceiling is to extend from the north wall to the south a minimum of four (4) feet. The height of the ceiling is governed by the existing transom window trim and the height of the mechanical refrigerant lines and mechanical unit at approximately 9'-6". Paint or unpainted: color to be COS-approved.
- Suspended Ceiling – Tenant Preference: A suspended ceiling system can be installed, supported by the primary structure, or freestanding walls.
- Hard Lid Ceiling – Tenant Preference – 1/2” type X Non Sag GWB applied directly to primary structure or to furring supported by primary structure.

Doors

- Door and Window trim along south wall demising historic hallway (Hall 240) to match wood sash and frame at hallway side.
- Doors at perimeter suite walls (provided by the shell project) are to remain. Hardware provided by the shell project is to remain and not modified except with prior CoS knowledge and approval.
- New Interior Suite doors are recommended to be 3'-0" x 7'-0" hollow metal or wood.

Windows

- Existing refurbished historic windows to remain.
- North punched windows per detail RX.B.4, Appendix C.
- Operable portions of the historic windows without storm windows can be opened with the historic hardware. Windows should remain closed during non-temporate days and be closed at night. Tenant assumes liability for unlocked exterior windows.

Mechanical / Electrical / Plumbing / Fire Sprinkler

- See General Notes for restrictions on modifications to existing Mechanical, Electrical, Plumbing and Fire Sprinkler/Detection systems.
- New CoS approved data connections at Tenant expense.

Signage

- Existing general signage and wayfinding shall remain, unless otherwise approved by CoS during tenant space design.
- Business identifying signage in windows or on building exterior is prohibited at 2nd floor offices.
- Tenant signage is allowed per the tenant signage guidelines provided for Sacramento Valley Station in Appendix G.

CoS Building Maintenance Access

- Access shall be provided to CoS to maintain lighting and other MEP systems designated as CoS responsibility. Access may be required for maintenance of MEP systems that are servicing other tenant spaces.
L-8 Lease Area

Flooring
- Carpet, carpet tile or sheet goods.
- Ceramic or stone tile can be used in isolated / small areas – provide cement backer board and isolation membrane or other COS-approved underlayment.

Walls (within counter area)
- Tenant shall insulate exterior walls with un-faced R-13 fiberglass batt in stud cavity.
- Exterior Wall Finish: 5/8” Type X GWB.
- New Interior Walls: ½” Type X GWB over 3 5/8” steel stud framing – brace to primary structure.

Ceiling
- Exposed Structure, Paint or unpainted; color to be COS-approved.
- Suspended Ceiling – Tenant Preference: A suspended ceiling system can be installed supported by the primary structure or freestanding walls. The suspended ceiling at exterior wall & interior wall at Hallway 240 is not to interfere with or drop below the head of the existing shell window / door head. Pockets created by the installation of a ceiling below the head of the existing shell window / door must extend into the space a minimum of 2 feet from the inside face of the window / door. The inside surfaces of such pockets shall be finished with Type X GWB.
- Hard Lid Ceiling – Tenant Preference – ½” type X Non Sag GWB applied directly to primary structure or to furring supported by primary structure.

Doors
- Entry door to Lease Area may be solid or single light door with required fire rating for exit corridor. Existing door hardware provided shall remain and not modified except with prior CoS knowledge and approval.
- New Interior Suite doors are recommended to be 3'-0” x 7'-0” hollow metal or wood.

Windows
- Existing refurbished historic windows to remain.
- South Casings to be finished as per detail RX A.2, Appendix C.
- Storm windows are to remain.

Mechanical / Electrical / Plumbing / Fire Sprinkler
- See General Notes for restrictions on modifications to existing Mechanical, Electrical, Plumbing and Fire Sprinkler/Detection systems.
- New CoS approved data connections at Tenant expense.

Signage
- Business identifying signage in windows or on building exterior is prohibited.
- New tenant signage is to follow the tenant signage guidelines provided for Sacramento Valley Station by Kate Keating Associates.

CoS Building Maintenance Access
- Access shall be provided to CoS to maintain lighting and other MEP systems designated as CoS responsibility. Access may be required for maintenance of MEP systems that are servicing other tenant spaces.
L-9 and LX-9 Lease Area

Flooring
- Carpet, carpet tile or sheet goods.
- Ceramic or stone tile can be used in isolated / small areas – provide cement backer board and isolation membrane or other COS-approved underlayment.

Walls
- Tenant shall insulate exterior walls with un-faced R-13 fiberglass batt in stud cavity.
- Exterior Wall Finish: 5/8” Type X GWB.
- New Interior Walls: ½” Type X GWB over 3 5/8” steel stud framing – brace to primary structure.

Ceiling
- Exposed Structure, Paint or unpainted; color to be COS-approved.
- Suspended Ceiling – Tenant Preference: A suspended ceiling system can be installed supported by the primary structure or freestanding walls. The suspended ceiling at exterior perimeter shall not interfere with or drop below the head of the existing exterior window / door head. Pockets created by the installation of a ceiling below the head of the existing shell window / door must extend into the space a minimum of 2 feet from the inside face of the window / door. The inside surfaces of such pockets shall be finished with Type X GWB.
- Hard Lid Ceiling – Tenant Preference – ½” type X Non Sag GWB applied directly to primary structure or to furring supported by primary structure

Doors
- Door and Window trim along west wall demising historic hallway to match wood sash and frame at hallway side.
- Doors at perimeter suite walls (provided by the shell project) are to be maintained. Hardware provided by the shell project is to be maintained and not modified except with prior COS knowledge and approval.
- New Interior Suite doors are recommended to be 3'-0” x 7'-0” hollow metal or wood.

Windows
- Existing refurbished historic windows to be maintained.
- South and East Casings to be finished as per detail RX.A.2, Appendix C. North punched windows per detail RX.A.4, Appendix C.
- Storm windows are to remain.
- Operable portions of the historic windows without storm windows can be opened with the historic hardware. Tenant assumes liability for unlocked exterior windows.

Mechanical / Electrical / Plumbing / Fire Sprinkler
- See General Notes for restrictions on modifications to existing Mechanical, Electrical, Plumbing and Fire Sprinkler/Detection systems.
- New COS approved data connections at Tenant expense.

Elevator Access Options for Lease Area L-9
The elevator access is designed to be flexible, allowing Lease L-9 to have independent secure access, or to be combined with Lease Area L-2 on Level 1 as a common tenancy. The programming options are as follows:

Independent Access L-9 Area Tenancy -
- Elevator can be used to access Level 3, Lease Area L-9 direct from the public hallway at Level 1 - by valid card read only.
- L-9 Tenant may be granted access to Level B Basement – storage - by CoS on an individual tenant basis. Basement is non-accessible.
- South elevator door to Lease Area L-2 and north elevator door to Level 2 can be locked out to prevent unauthorized access to those spaces from L-9 tenants, with controlled access only from public hallway 150.
Combined L-9 and L-2 Lease Area Tenancy -

- South elevator door to Level 1, Lease Area L-2 can be programmed to provide business hour access to and from L-9 for customer access between lease areas.
- Lease Area L-9 will have after-hours access to Level 1 public corridor north side of elevator for exiting purposes only.

Other -

- Elevator finishes (including door and door surround) are to remain as existing.
- Elevator maintenance and cleaning to be by CoS.
- Elevator can be programmed at Tenant expense by CoS Security/Elevator contractor for specific Tenant requirements. Program changes require CoS review and approval.

Signage

- Business identifying signage in windows or on building exterior is prohibited.
- New tenant signage is to follow the tenant signage guidelines provided for Sacramento Valley Station by Kate Keating Associates.

CoS Building Maintenance Access

- Access shall be provided to CoS to maintain lighting and other MEP systems designated as CoS responsibility. Access may be required for maintenance of MEP systems that are servicing other tenant spaces.
- Access shall be provided to CoS for maintaining emergency egress door alarm system.
- Access shall be provided CoS to maintain deck structure and deck lighting.

LX-9 Deck Area

- Access is through Lease Space L-9. Deck area is controlled and maintained for daily up-keep and cleaning by L-9 tenant.

- Arrangements can be made with CoS Building Manager to retrieve lost items from below wood deck panels at tenant's expense.
- Wood deck panels are not to be treated or painted.
- Any maintenance required for this deck area should not be performed without prior CoS knowledge and approval.
- Clean with COS approved product.
- Deck lighting to be maintained by COS at tenant expense.
- Exit door at East Stairway (Stair 5) is for Emergency Egress only and the door shall be alarmed at all times.
Sacramento Valley Station - Phase 2

Tenant Design & Construction Guidelines
For Green Commercial Interiors
Prepared for

City of Sacramento
Department of Public Works
915 I Street, Suite 2000
Sacramento, CA  95814

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Acknowledgments

LEED® is a registered trademark of the U.S. Green Building Council. The LEED for Core and Shell (LEED-CS) version 2009 rating system was created by the U.S.G.B.C.

These Tenant Design and Construction Guidelines are based upon LEED-CS version 2009, which is the version that the Sacramento Valley Station - Phase 2 project used to pursue LEED certification. The tenant is not required to seek LEED certification on their retail space, but is required to meet the same standard as the rest of the building in their tenant improvement to maintain the sustainability standard of the building. Should certification be desired, the tenant will be required to pursue the rating system which is current at the time of application.

The guidelines have been prepared for City of Sacramento and their retail tenants at Sacramento Valley Station.

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City of Sacramento
Sacramento Valley Station
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1.0 Green Building at Sacramento Valley Station

Welcome to Sacramento Valley Station! Listed on the National Register of Historic Places and ranked as the seventh busiest rail station in the nation, the Sacramento Valley Station (SVS) will serve as the first and most enduring building of the Sacramento Intermodal Transportation Facility—a multi-phased project comprised of separate but related facilities that will enable state-of-the-art operations for train, light rail, bus, bicycle, pedestrian, taxi, and planning for future high-speed rail. The design team focused on enhancing the historical fabric of the building while maximizing flexibility for future phases of the project. Retail and office space was added to create a diversity of use and provide additional amenities for passengers. Ticket counter reconstruction and contained office space has been designed to introduce modern amenities and accommodate program requirements without compromising the historic building’s wall, ceiling fixtures, and structure and while restoring the original facade and masonry.

Passenger and train service circulation is optimized with clarified wayfinding and signage, separation of pedestrian flow and back-of-house activities, and a strategically located stand-alone support building. Vehicle and pedestrian traffic flows were separated and a new plaza and walkways added. The result is a superior curb to track experience for passengers complete with the restored grand waiting room that displays the historic John A. MacQuarrie mural depicting the celebration of the groundbreaking for the First Transcontinental Railroad in Sacramento. Construction for the project was complete in early 2017.

From the outset, the creation of a sustainable complex has been a key goal of City of Sacramento with the Sacramento Valley Station project. Sustainable development supports a high quality of life while reducing the impact on our environment. The goal is to minimize impacts on the community’s natural resources, thus, preserving the use and enjoyment of these resources by future generations. The project is expected to achieve a LEED Platinum level certification, a high bar for both building development and operations.

The tenants at Sacramento Valley Station play an important role in meeting this goal and are expected to participate in furthering this cause. To assist in this achievement, we have created these Tenant Design & Construction Guidelines (TD Guidelines) for the adoption and implementation of all retail and office tenants.

2.0 Benefits of Sustainable Development

Sustainable design can save you money, improve productivity, promote community and help to move society toward a sustainable future. Studies also show an increase in sales of products and services in a sustainable environment. Sustainable developments include environmentally friendly, green buildings and mixed-use planning to create environmental, economic, and community benefits.

Direct benefits can include reduced operational costs through energy and recycling savings that improve the tenant’s bottom line. The range of benefits from a green building includes:

- Reduced operating costs and enhanced asset values.
- Improved employee productivity and job satisfaction.
- Improved user experience.
- Reduced wastes and the conservation of natural resources.
- Improved branding opportunities.
- Increased sales of products and services.
- Enhanced ecological environment.
- Contribution to overall quality of life.
3.0 Leadership in Energy and Environmental Design (LEED)

The information provided in this document is to assist tenants with a successful green build-out. Included for each LEED category, where applicable, is information such as coordination items with the overall building specification tips, and sample products.

The LEED® (Leadership in Energy and Environmental Design) Green Building Rating System is a market-driven, consensus-based international standard for developing high-performance, sustainable buildings. Members of the U.S. Green Building Council representing all segments of the building industry developed LEED and continue to contribute to its evolution.

LEED 2009 has a set of prerequisites that must be met by any project applying for a LEED rating. Refer to the LEED 2009 Rating System, available online at www.usgbc.org, for the full LEED prerequisite and credit language, including credit intent, requirements and submittals.

LEED Credits

In addition to the prerequisites, LEED is composed of credits that address 5 environmental impact areas:

- 1. Sustainable Sites
- 2. Water Efficiency
- 3. Energy and Atmosphere
- 4. Materials and Resources
- 5. Indoor Environmental Quality

LEED also provides a category for Innovation in Design.

Within each category there is a series of credits with associated point values. By meeting the technical requirements of a credit, points are earned. For example, there is a point for reducing potable water use by 20%. Points are recorded on a checklist called the LEED Checklist. There is a specific checklist for each version of LEED. At the end of this document is the LEED for New Construction version 2009 Registered Project Checklist for Sacramento Valley Station project.

There are 4 levels of LEED ratings: Certified, Silver, Gold and Platinum. Ratings are awarded after the USGBC reviews a submittal. Sacramento Valley Station is pursuing a LEED Platinum certification.

4.0 Tenant Improvement Requirements

The purpose of this document is to help tenants adopt and implement required green building practices as they design and build-out their interiors within Sacramento Valley Station. The foundation of the guidelines is the U.S. Green Building Council’s (USGBC) Leadership in Energy and Environmental Design (LEED®) Green Building Rating System (www.usgbc.org).

To maintain the integrity of the LEED certification of the building, all tenants are required to follow the sustainable practices and green building thresholds as outlined below.

Submitting for LEED certification of the tenant space is at the option of the Tenant.

4.1 Sustainable Sites

The City of Sacramento has provided 140 bicycle parking spaces. Retail and office occupants are encouraged to use these bike parking areas for secured bike storage. Showers and locker rooms will be built out as tenant spaces are filled, with the number of shower stalls dictated by the expected number of employees or full time equivalents (FTEs). LEED v2009, SS 4.2 Bicycle Storage and Changing Rooms mandates 1 shower for every 0.5% FTE occupants.

4.2 Water Efficiency

The building has high efficiency water fixtures throughout. These fixtures result in an overall water use reduction of more than 40%. To maintain this level of reduction, retail tenants also must install water efficient fixtures that save at least 35% over conventional water fixtures. Conventional fixtures are established by EPACT 1992. City of Sacramento requires water fixtures installed in the tenant spaces to meet the following flow requirements:
4.3 Energy and Atmosphere

Energy Performance for Tenant’s Scope
Sacramento Valley Station is designed to exceed the minimum energy performance required by ASHRAE 90.1-2007 by approximately 16%.

Fundamental Refrigerant Management for Tenant’s Scope
As required by LEED 2009 IEQ Prerequisite 3, equipment installed by the tenants is prohibited from using any CFC-based refrigerants.

Lighting and Equipment Allowances for Tenant’s Scope
To achieve the level of energy reductions required in tenant spaces; lighting and equipment loads in the commercial spaces should not exceed the stricter of the densities indicated on sheet M0.01 of the base building documents or what is allowed by the California Energy Code.

Heating, Cooling, Ventilation Allowances for Tenant’s Scope
Heating and cooling capacity has been provided for the tenant spaces in the water-cooled variable refrigerant flow (VRF) units, CU-4 through CU-8. The tenant should work with their mechanical designer/contractor to ensure the capacity installed on any one VRF compressor unit does not exceed the manufacturer’s maximum allowable connection capacity. The overall installed heating and cooling capacity in the tenant spaces should not exceed what has been provided for in the VRF system.

Additionally, provisions have been provided for direct connection of tenant provided equipment to the condenser and hydronic water system in lieu of connection to the VRF system. Efficiencies of systems provided by the tenants should meet or exceed the efficiencies of the installed VRF equipment.

Ventilation and outside air equipment provided by the tenant in spaces not served by the existing dedicated outdoor air units should meet or exceed the efficiency requirements of the California Energy Code.

Fundamental Commissioning for Tenant’s Scope
The building systems have been commissioned by Enovity, a local firm that specializes commissioning building systems. The scope of commissioning for tenants is limited to HVAC, the distribution and controls in the space and lighting controls.

Tenants are encouraged to work with the City of Sacramento to utilize the SYS preferred commissioning agent for systems included within the tenant’s scope as mentioned above.

Building system commissioning requires a set of steps to ensure that all energy using systems in the tenant space are functioning as required by the tenant. This reduces energy costs and improves occupant comfort. Commissioning takes place after conventional testing and balancing by the subcontractors. LEED also requires commissioning of lighting and lighting controls.

At a minimum, the energy related systems to be included in the commissioning process activities for the tenant build-out include:

- Heating, ventilating, air conditioning (HVAC) systems (mechanical and passive) and active controls.
- Lighting controls, including occupancy sensors and daylight controls.
- Domestic hot water systems.
- Cost of Commissioning by tenant.
4.4 Materials and Resources

Storage & Collection of Recyclables
The SVS site has an easily accessible dedicated area that serves the tenant's space for the collection and storage of materials for recycling including paper, corrugated cardboard, glass, plastics, and metals. The custodial service will transfer the trash and recyclables to the trash room on the ground floor in the northeast corner of the building adjacent to the transit way.

There are recycling storage bins for tenant use in the trash room. Commercial tenants share the 300 SF of trash/recycling space on the ground floor. Recycling collection is provided in the primary trash enclosure which also includes compostables.

It is the retail tenant's responsibility to provide sufficient area inside their space to allow for collection, sorting and storage of their recyclable materials prior to transfer to the building collection area. The area required will depend on the waste materials the tenant generates and on the tenant operations practices.

Construction Waste Management
At least 95% of demolition and construction waste from the build-out are to be diverted from landfill through recycling, reselling, or donation of materials.

Building Material Choices
The building team has taken great effort to include materials which are high in recycled content and are manufactured and harvested locally. The retail tenant is encouraged to also use materials with these features. The building is targeting a recycled content percentage of 20% of the cost of materials, and 10% regional materials. Recycled content is defined below. LEED defines "local" as manufactured or harvested within 500 miles of the project site.

Recycled Content
The percentage of recycled content is based on the cost of the materials in the project, excluding mechanical, electrical, plumbing, furnishings and equipment. Recycled content is classified as either post-consumer or pre-consumer. The total recycled content is calculated by adding the cost of post-consumer recycled content plus 1/2 pre-consumer recycled content. Many common building materials include recycled content, including:

- Gypsum wallboard
- Metal framing
- Acoustical tile
- Carpet
- VCT (vinyl composite tile)
- MDF (medium-density fiberboard)

Regionally Manufactured Content
To support the local economy and reduce the environment impact of transporting materials long distances, look for materials which are manufactured and/or harvested within 500 miles of the project. Many common building materials are manufactured locally including:

- Casework
- Gypsum wallboard
- Metal framing
- Wood and composite wood products
- Glass

Regionally Extracted Content
In addition to locally manufactured materials, many raw materials are harvested or extracted locally, including:

- Wood and composite wood products; including rough framing and finish carpentry
- Metal framing made from locally salvaged recycled material
- Aggregate, sand and gravel
- Plant materials
4.5 Indoor Environmental

Ventilation
Sufficient outside air is important to a healthy indoor environment, but must be balanced with energy use. Outside air dilutes indoor pollutants and helps keep occupants alert and productive. In compliance with LEED IEQ Prerequisite 1 and IEQ Credit 2, commercial tenants at the SVS are required to provide outside air to their space that exceeds the requirement of ASHRAE 62.1-2007 in the breathing zone by 30%. The tenant should work with their mechanical contractor to ensure the required amount of outside air is being provided. Based on the projected usage in each space, all future tenant HVAC equipment shall be designed with the ability to provide outdoor air delivery monitoring in compliance with LEED 2009 IEQ Credit 1. The base building design team has done preliminary calculations for the commercial spaces and can provide guidance to meet this requirement.

Construction IEQ Management During Construction
To protect the indoor air quality and absorptive materials throughout the construction of the project, the General Contractor was required to develop and implement an Indoor Air Quality Management Plan based on the recommended control measures of the Sheet Metal and Air Conditioning Contractors National Association (SMACNA) IEQ Guidelines For Occupied Buildings Under Construction, 2nd edition 2007, ANSI/SMACNA 008-2008 (Chapter 3). When conducting a new fit out, following these guidelines will protect other tenants in the building from construction dust and contaminants, and protect the tenant HVAC system.

Low-Emitting Materials
To protect the indoor air quality of the building, tenants are required to only use paints, adhesives, sealants, and carpet systems which reduce the quantity of indoor air contaminants that are harmful to installers and building occupants.

Volatile organic compounds (VOCs) off-gas at room temperature and produce indoor air pollution. The tables below list the VOC limits for all products used on the interior of the building, which are applied on site.

These requirements do not apply to shop applied materials, or materials used on the building exterior.

Paints and Coatings used on the interior of the building must not exceed the following limits:

<table>
<thead>
<tr>
<th>Paint Type</th>
<th>VOC Limit (g/L less water)</th>
<th>Applications</th>
<th>VOC Limit (g/L less water)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Green Seal GS-11 Limits for Interior Paints)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Coating or Primers</td>
<td>150</td>
<td>Varnish</td>
<td>350</td>
</tr>
<tr>
<td>Flat Coating or Primers</td>
<td>50</td>
<td>Lacquer</td>
<td>350</td>
</tr>
<tr>
<td>Paint Type (Green Seal GS-23 Limits for Anti-Corrosive and Anti-Rust Paint)</td>
<td>250</td>
<td>Floor Coatings</td>
<td>500</td>
</tr>
<tr>
<td>Glass</td>
<td>250</td>
<td>Waterproofing Sealers</td>
<td>250</td>
</tr>
<tr>
<td>Semi-Gloss</td>
<td>250</td>
<td>Sanding Sealers</td>
<td>350</td>
</tr>
<tr>
<td>Flat</td>
<td>250</td>
<td>All Other Sealers</td>
<td>200</td>
</tr>
<tr>
<td>Shellac</td>
<td></td>
<td>Clear</td>
<td>730</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Pigmented</td>
<td>550</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stains</td>
<td>250</td>
</tr>
</tbody>
</table>

For information on low- and no-VOC paint products and a list of manufactures refer to the Green Seal website, www.greenseal.org

Adhesives and sealants used on the interior of the building must not exceed the VOC content as listed in the table on the following page.

Carpet, Carpet Pad and Adhesive
Carpet, carpet pad and adhesive must meet the following requirements.

- Carpet – CRI-Green Label Plus
- Carpet Pad – CRI Green Label
- Carpet Adhesive – VOC content less than 50g/L

Visit the Carpet and Rug Institute website for information on manufacturers of low-emitting carpet systems. www.carpet-rug.com

Controllability of Systems - Lighting
Tenant space lighting will be controlled separately from other spaces in the building. To accommodate further adjustability, design private offices and work station to have individual lighting controls for a minimum of 90% of
choose a layout that maximizes access to daylight. If an ample daylight resource is present, use photocells and dimming fixtures to maximize energy conservation through the reduction of electric light use.

For views to the outside, retain direct line of sight to the vision glazing between 2'6" and 7'6" above finish floor for occupants in 90% of regularly occupied spaces.

Low Mercury Lighting
The Sacramento Valley Station is utilizing low mercury content fluorescent lamps and LEDs throughout the project. The project has achieved an average of 20.9 picograms per lumen hour (during peak performance). The achieved mercury content is 29% of the maximum 80 picograms per lumen hours.

All replacement lamps must have a mercury content at or below the that of the initially installed lamps.

<table>
<thead>
<tr>
<th>Installed Lamp Type</th>
<th>Mercury Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>T5 HO Fluorescent (Phillips F39T5)</td>
<td>1.4 mg</td>
</tr>
<tr>
<td>T8 Standard Fluorescent (Phillips F32T8)</td>
<td>1.7 mg</td>
</tr>
</tbody>
</table>

5.0 Site and Building Amenities - Sustainable Opportunities

The following are optional opportunities for station tenants to take advantage of the features of Sacramento Valley Station and to expand their own sustainable building practices.

Public Transportation Access
The project location provides easy access to public transportation and is within walking distance of many downtown amenities. The Regional Transit bus system as well as Light Rail has numerous routes that stop on and near the site. Tenant may encourage employees to take alternative transportation by offering incentives which may include transit pass subsidy.
Alternative Transportation

The retail tenant may choose to provide incentives to encourage employees to use alternative transportation. The project provides easy access to bus routes and bicycle storage is provided on the south and north sides of the building for the retail occupants who bike to work. Showers and changing facilities have been provided in the core and shell build-out. Future tenant improvements are encouraged to include additional employee showers and changing facilities for active mobility choices to further support biking to work. LEED v2009, SSc 4.2 Bicycle Storage and Changing Rooms mandates 1 shower for every 0.5% FTE occupant.

Energy Star® Equipment

Retail tenants should consider Energy Star® equipment when installing the following:

- Computer, Copiers, Fax Machines, Printers, Scanners, All-in-One and Water Coolers
- Dishwashers
- Refrigerators

Coordinating with the Building’s Energy Systems

The project’s HVAC system is designed to accommodate features to allow the tenant flexibility in system settings. The retail tenant is encouraged to take advantage of these features during their build-out.

Make sure to identify energy efficiency measures early in the process, so they can be discussed with the property manager, architects, engineers and other building design and construction team members. The team should work together so they will not be assuming the “worst case” and oversize your HVAC systems. Discussing tenant needs and expectations for the HVAC system up front can minimize both upfront and long term costs.

Lighting Tips

The best lighting and/or the most efficient lighting will vary for different situations. In general, layered lighting schemes can help tenants achieve their desired aesthetic while balancing energy efficiency. Selective use of low-watt accent light is recommended. Wall washers and down lights are available using LEDs, which are both dimmable and energy efficient. Color temperatures can be matched to other types of lamps.

For additional tips on energy and resource efficient retail lighting design and materials, see the Energy Ideas Clearinghouse website found at www.energideas.org. It is the source of links to other sites and articles that provide industry specific information. For example: http://designlights.org/downloads/retail_guide.pdf addresses:

- Lighting strategies for various types of retail environments
- Sample lighting fixture schedules
- Types of lighting, fixtures and controls
- Energy efficient light

The Lighting Design Lab

The Lighting Design Lab is another resource for projects and their website, https://www.lightingdesignlab.com/, provides links to diverse lighting applications and articles including the following:

10 steps to better light quality
http://lightingdesignlab.com/10-steps-better-light-quality

Lighting waste disposal
http://lightingdesignlab.com/lighting-waste-disposal

Additional online resources:

ehow
http://www.ehow.com/list_5958540_retail-store-lighting-ideas.html

Daylight Pattern Guide http://patternguide.advancedbuildings.net/

Philips; installation examples, case studies, and lighting products:
http://www.lighting.philips.com/main/application_areas/shop/
Lighting Controls

Lighting controls are a key component in an energy-efficient lighting design. Consider use of vacancy sensors in restrooms and offices. Vacancy sensors require that the occupant turn the lights on; the lights will stay on as long as the occupant is present, then will automatically turn off. Daylight dimming controls can be installed for lighting within 15 feet of the window wall.

The Lighting Controls Association provides articles on controls at:
http://www.aboutlightingcontrols.org/education/index.shtml

Energy Reduction Incentives

SMUD and PG&E offer a variety of incentives and rebates for commercial customers. More information can be found at:

City of Sacramento

The City of Sacramento provides a Sustainability Resource page that aggregates numerous incentive opportunities and links to the City's Climate Action Plan.
http://portal.cityofsacramento.org/General-Services/Facilities/Sustainability

Salvaged Materials

Salvaged materials which may be available through local resale shops could include reused doors, counters, cabinets, furniture, or wood. Investigate local salvage companies to find architectural elements from older buildings.

Low Emitting Composite Wood

Purchasing composite wood, agri-fiber and laminate products that do not contain any added urea formaldehyde will minimize the toxic chemicals off-gassing into the interior environment and improve the quality of indoor air.

Certified Wood from Sustainable Forests

Specify and utilize wood with the FSC label. The Forest Stewardship Council is a third party organization that certifies forests, distributors, manufacturers and retailers as meeting the FSC's 10 Principles and Criteria of Sustainable Forest Management.

Everything from plywood to wood veneers is now available with the FSC label.

Rapidly Renewable Materials

Flooring and finish materials such as cork, bamboo, linoleum, wheat board, and sunflower board are readily available. These materials are environmentally preferred because they are made from plants that have a ten-year or shorter harvest cycle, which reduces the amount of land needed to grow them.

Material Use Reduction

In addition to specifying recycled content materials, consider reducing materials used over time by using demountable partitions and signing a long-term lease. Staying in one spot over time can build a loyal customer base, and reduce relocation and construction costs. It also uses less construction material. Re-usable materials, such as demountable partitions, are easier than hard walls to relocate as space needs change.

Cal Recycle is a government sponsored site that provides links to resources for recycled and salvaged building materials. http://www.calrecycle.ca.gov/reuse/Links/BldgCounty.htm#Sacramento

Green Building Resources

"Building Products: What Makes a Building Green?" by Building Green, the publishers of Environmental Building News is a free article that describes 27 criteria divided into six broad categories:

1. Products made from salvaged, recycled, or agricultural waste content;
2. Products that conserve natural resources;
3. Products that avoid toxic or other emissions;
4. Products that reduce environmental impacts during construction, demolition, or renovation;
5. Products that save energy or water; and,
6. Products that contribute to a safe, healthy indoor environment.

www.buildinggreen.com/ebn/sample/reprints.cfm

6.0 Professional Services

The LEED for Commercial Interiors Rating System (LEED-CI) is available from the U.S. Green Building Council. The USGBC website provides online access to the LEED-CI Green Building Rating System, other LEED products, and case studies. It is the starting point for registering your project for LEED.

www.usgbc.org

The providers for green building services for the base building are listed below:

Commissioning Agent
Enovity
2890 Kilgore Road, Suite 185
Rancho Cordova, CA 95670
(916) 853-1718

Electrical Contractor
Berg Electric Inc.
11333 Sunrise Park Drive
Rancho Cordova, CA 95742
(916) 636-1880

Green Building Consultant
ZGF Architects LLP
505 Fourth Avenue, Suite 2400
Seattle WA 98104
(206) 623-9414

Mechanical Contractor
Airdo Mechanical Inc
8210 Demere Avenue
Sacramento, CA 95828
(916) 381-4523

Mechanical / Electrical / Plumbing Design
Arup
719 Second Ave, Suite 400
Seattle, WA 98104
(206) 999-8151

7.0 Other Resources

Better Bricks is a program of the Northwest Energy Efficiency Alliance that provides case studies and technical resources:
http://www.betterbricks.com

Environmental Building News provides product information and articles on green building: http://www.buildinggreen.com


USGBC LEED 2009 for Retail: Commercial Interiors. Retail tenants who lease their space or do not occupy the entire building are eligible to submit under LEED 2009 for Retail: Commercial Interiors. One online resource is Practical Strategies in Green Building: Retail:
### 8.0 LEED-CS Version 2009 - Registered Project Checklist

#### LEED CS v3 Checklist

**Date of last update: 8/15/2018**

**Sacramento Valley Station**

<table>
<thead>
<tr>
<th>Category</th>
<th>Credits</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Project Points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sustainable Sites</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 1: Site Selection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 2: Development Density &amp; Community Connectivity (5 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 3: Brownfield Redevelopment</td>
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<td></td>
</tr>
<tr>
<td>Credit 4: Alternative Transportation: Public Transportation Access (6 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 5: Alternative Transportation: Bicycle Storage &amp; Changing Rooms (2 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 6: Alternative Transportation: Low-Emitting and Fuel-Efficient Vehicles (3 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 7: Alternative Transportation: Parking Capacity (2 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 8: Site Development: Protect or Restore Habitat</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 9: Site Development: Maximize Open Space</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 10: Stormwater Design: Quantity Control</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 11: Stormwater Design: Quality Control</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 12: Heat Island Effect: Non-Roof</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 13: Heat Island Effect: Roof</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 14: Light Pollution Reduction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 15: Tenant Design and Construction Guidelines - working through with Greg</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Water Efficiency</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 16: Water Use Reduction: 20% Reduction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 17: Water Efficient Landscaping (2-4 points)</td>
<td></td>
<td></td>
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<tr>
<td>Credit 18: Innovative Wastewater Technology (2 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 19: Water Use Reduction (2-4 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Energy &amp; Atmosphere</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prereq 1: Fundamental Commissioning</td>
<td></td>
<td></td>
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<tr>
<td>Prereq 2: Minimum Energy Performance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prereq 3: Fundamental Refrigerant Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 1: Optimize Energy Performance (3-21 points)</td>
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<td></td>
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<tr>
<td>Credit 2: On-Site Renewable Energy (1-4 points)</td>
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<td></td>
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<tr>
<td>Credit 3: Enhanced Commissioning (2 points)</td>
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<td></td>
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<tr>
<td>Credit 4: Enhanced Refrigerant Management (2 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 5: Measurement &amp; Verification: Base Building (3 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 6: Measurement &amp; Verification: Tenant Submetering (3 points)</td>
<td></td>
<td></td>
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<tr>
<td>Credit 7: Green Power (2 points)</td>
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<tr>
<td><strong>Materials &amp; Resources</strong></td>
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<td></td>
</tr>
<tr>
<td>Credit 1: Storage and Collection of Recyclables</td>
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<td></td>
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<tr>
<td>Credit 2: Construction Waste Management (1-2 points)</td>
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<td></td>
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<tr>
<td>Credit 3: Material Reuse</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 4: Recycled Content (1-2 points)</td>
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<td></td>
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<tr>
<td>Credit 5: Regional Materials (1-2 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 6: Certified Wood</td>
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<tr>
<td><strong>Indoor Environmental Quality</strong></td>
<td></td>
<td></td>
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<tr>
<td>Credit 1: Minimum IAQ Performance</td>
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<tr>
<td>Credit 2: Environmental Tobacco Smoke (ETS) Control</td>
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<td></td>
</tr>
<tr>
<td>Credit 3: Outdoor Air Delivery Monitoring</td>
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<td></td>
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<tr>
<td>Credit 4: Increased Ventilation</td>
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<td></td>
</tr>
<tr>
<td>Credit 5: Construction IAQ Management Plan: During Construction</td>
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<tr>
<td>Credit 6: Low-Emitting Materials: Adhesives &amp; Sealants - Good to go,</td>
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</tr>
<tr>
<td>Credit 7: Low-Emitting Materials: Paints &amp; Coatings - Good to go,</td>
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<tr>
<td>Credit 8: Low-Emitting Materials: Flooring Systems - Good to go,</td>
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<td></td>
</tr>
<tr>
<td>Credit 9: Low-Emitting Materials: Composite Wood &amp; Agitiler Products</td>
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<td></td>
</tr>
<tr>
<td>Credit 10: Indoor Chemical and Pollutant Source Control</td>
<td></td>
<td></td>
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<tr>
<td>Credit 11: Controllability of Systems: Thermal Comfort</td>
<td></td>
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</tr>
<tr>
<td>Credit 12: Thermal Comfort: Design</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 13: Daylight and Views: Daylight 75% of Spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 14: Daylight and Views: Views for 90% of Spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Innovation in Design</strong></td>
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<tr>
<td>Credit 15: Low Mercury Lighting</td>
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</tr>
<tr>
<td>Credit 16: Exemplary Performance - SSD 4.1 - Double Transit Ridership</td>
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</tr>
<tr>
<td>Credit 17: LEED Accredited Professional</td>
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<td></td>
</tr>
<tr>
<td>Credit 18: Green Education</td>
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<td></td>
</tr>
<tr>
<td>Credit 19: Green Cleaning</td>
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<td></td>
</tr>
<tr>
<td>Credit 20: LEED Accredited Professional</td>
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<td></td>
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<tr>
<td><strong>Regional Priority (Max 4 pts allowed)</strong></td>
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<td></td>
</tr>
<tr>
<td>Credit 21: Alternative Transportation: Public Transportation Access (6 points)</td>
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<td></td>
</tr>
<tr>
<td>Credit 22: Heat Island Effect: Non-Roof</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 23: Innovative Wastewater Technology (2 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 24: Water Use Reduction (40%)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The following allowances have been provided in the design of the base building for the future tenant spaces on the Sacramento Valley Station project:

**MECHANICAL**

- A quantity of five (5) Variable Refrigerant Flow (VRF) compressor units (CU-4, 5, 6, 7, 8) have been installed in the base building to serve the heating and cooling loads in the future tenant areas at Levels 1, 2, and 3. Connection terminals are provided throughout the tenant space for connection of future fan coils to the system. The fan coils and all refrigeration piping downstream of the connection terminals will be provided by the tenant. The basis of design manufacturer for this system is Daikin. All future fan coils shall be by the same manufacturer and compatible with the base building system.

- Capacity has been allocated to each space according to the following schedule:

<table>
<thead>
<tr>
<th>Area</th>
<th>Max. No. of Fan Coil</th>
<th>Cooling Cap [Btu/SF]</th>
<th>Heating Cap [Btu/SF]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lease L-1</td>
<td>8</td>
<td>32</td>
<td>38</td>
</tr>
<tr>
<td>Lease L-2</td>
<td>4</td>
<td>52</td>
<td>60</td>
</tr>
<tr>
<td>Lease L-3</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Lease L-4</td>
<td>8</td>
<td>110</td>
<td>125</td>
</tr>
<tr>
<td>Lease L-5</td>
<td>10</td>
<td>32</td>
<td>38</td>
</tr>
<tr>
<td>Lease L-6</td>
<td>2</td>
<td>32</td>
<td>38</td>
</tr>
<tr>
<td>Lease L-7</td>
<td>4</td>
<td>32</td>
<td>38</td>
</tr>
<tr>
<td>Lease L-8</td>
<td>4</td>
<td>32</td>
<td>38</td>
</tr>
<tr>
<td>Lease L-9</td>
<td>6</td>
<td>76</td>
<td>92</td>
</tr>
</tbody>
</table>

- The tenant should work with their mechanical designer/contractor to ensure the capacity installed on any one VRF compressor unit does not exceed the manufacturer's maximum allowable connection capacity.

- To allow system flexibility for tenant configurations in which a VRF system is not advantageous, 1-1/2" condenser water stub-outs have been provided in the lease spaces to support a water source heat pump (WSHP)
system. This equipment will be provided by the tenant and installed within the lease space. Connection of a WSHP system to the stub-out spaces shall be in lieu of use of the equivalent VRF capacity. Additionally, the stub-outs may be used to connect smaller refrigeration equipment loads (ice machines, kitchen coolers, etc.), without precluding use of the VRF compressors units. Connection of any and all equipment to these stub-outs should be verified against the capacity available in the overall system. Any piping and associated controls downstream of the stub-outs shall be the responsibility of the tenant.

- Provisions for ventilation air have been provided in Air Handling Unit (AHU) 3 for several future tenant areas on the project. Terminal boxes have been installed and capped in these spaces for connection to future duct work to be provided and installed by the tenant. Ventilation in the remaining tenant areas not served by AHU-3 shall be through tenant provided equipment installed within the tenant space. A 36"x18" outdoor air duct has been installed and capped in levels 1 and 2 for connection to future equipment. The tenant shall be responsible for routing to and connection to this capped air duct.

- The figures below provide a general indication of the areas served by AHU-3 and the areas in which ventilation air will be provided with tenant equipment. Refer to the base building mechanical drawings for the specific extents of these areas.

- Additionally, to allow for installation of a grease hood at Level 1, shaft space has been allocated for a grease exhaust duct, and roof space above this shaft has been allocated for installation of a future grease exhaust fan. The fan, hood, and associated ductwork will be provided and installed by the tenant.

- As the building is served through a central heating and cooling system, some HVAC energy costs will be carried by the owner for equipment connected to the house meter, while others will be carried by the tenant for equipment connected to the tenant utility meter. See the table below for a breakdown of owner and tenant HVAC energy costs:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Owner Cost</th>
<th>Tenant Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Plant Equipment (Boiler, Pumps, etc.)</td>
<td>X</td>
<td>X[1]</td>
</tr>
<tr>
<td>VRF Compressors</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>VRF Fan Coils</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Tenant Installed WSHP's</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>AHU-3</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Tenant Installed Vent. Equipment</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

[1] Compressor units may be re-circulated to a tenant meter provided a single tenant uses all modules on a single

**PLUMBING**

The building is provided with general restrooms for use by tenants and retail customers. No specific cold water or sanitary and vent stubs have been provided for tenant use. If water or sanitary and vent connections are required, tenant shall be responsible for connecting to water and sanitary stubs in the basement space below or vents at the restroom locations and routing the piping to their tenant space. No natural gas service has been provided for any tenant use. If required, tenants shall be responsible for
Tenants are responsible for coordinating with Sacramento Municipal Utility District (SMUD) and CoS for their utility meter, service size, as well as providing and connecting conduit and cable from the main switchgear to their tenant space. There are spare sleeves from the main electrical room up to the Level 2 Electrical room that may be used for pathway to the Level 2 tenant areas. Level 3 feeds from this room as well. Tenants are also responsible for panelboards, step-down transformers, and all power distribution within their space.

There are no provisions for emergency power. Tenants are responsible for any back-up power systems for their egress lighting or telecommunications equipment (i.e. battery packs, lighting inverter, or UPS).

**ITC/TELECOM**

The main telecom service entrance for the building is located in the basement. There are three 4” empty conduits that connect this basement room to the Level 1 telecom room on the east side of the building. There are also three 4” sleeves from the Level 1 telecom room up to the Level 2 telecom room. These empty conduits and sleeves are for tenant use for routing backbone cabling from the service entrance up to their space.

The telecom rooms contain “house” equipment, and shall not be for tenant use. Tenants should design backbone cabling to be routed to a rack or cabinet in their own space for transition to horizontal cabling and distribution. Tenants are responsible for coordinating with their service provider and CoS for connectivity and are responsible for all cabling to their tenant space.

**FIRE PROTECTION**

The building is fully sprinklered with all spaces covered. Minor sprinkler revisions may be necessary due to TI fitout including relocation of sprinkler heads or sprinkler piping based on TI fitout layouts and room configurations. Any special sprinklers required including but not limited to dry sprinklers, pre-action, Ansul, etc. shall be the responsibility of the tenant. See General Standards section for Fire Detection System requirements.

**ELECTRICAL**

The building service is supplied with 480/277V, 3-phase, 4-wire. There are six spare meter sockets in the Main Electrical Room main switchboard for tenant use, with a maximum service from each of these rated at 200A. If there is a tenant that leases a large portion of the building, and therefore requires a service larger than 200A, there will be two other spare meter sockets for use, with a maximum rating of 600A each. The total building service size is 2000A, which needs to be considered when new tenants are added to the building.
These finish specifications from the Phase 2 renovation project are provided for general reference for Tenants and City of Sacramento Facilities Staff.

SECTION 090502 FINISH LEGEND

INTERIOR MATERIALS

1.01 ACP ACoustical CeilIng PanEls

A. ACP-1: Manufacturer: Armstrong Ceiling Systems
   1. Style/Model Number: Optima Open Plank - Item #3257
   2. Edge Profile: Square Tegular
   3. Color: White
   4. Size: 24 x 48 x 3/4 inches
   5. NRC: 0.95
   6. CAC: NA
   7. Suspension System: 15/16 inch Armstrong Prelude XL Exposed Tee, White
   8. Trim: Armstrong Axiom Classic, 2" & 6" White

B. ACP-2: Manufacturer: Armstrong Ceiling Systems
   1. Style/Model Number: Optima Capz
   2. Edge Profile: Square
   3. Color: White
   4. Size: 24 x 95 x 7/8 inches
   5. NRC: per manufacturer
   6. CAC: NA
   7. Suspension System: 15/16 inch Armstrong Prelude XL Exposed Tee, White
   8. Trim: Optima Capz standard hardware components

1.02 MT DECORATIVE METAL

A. MT-1: Manufacturer: Geiger Vertical Surfacing
   1. Material: Aluminum
   2. Style/Model Number: Gage Carve C1004 Organic
   3. Color: Champagne
   4. Size: 48 x 96/120 Sheets
   5. Thickness: 0.05
   6. Trim: Gage Thin Line J Mold & Thin Line Main Carrier, Stainless Steel Finish

1.03 CG CORNER GUARD

A. CG-1: Manufacturer: Construction Specialists
   1. Color: stainless steel
   2. Height: top of base to 7 feet above finish floor

1.04 CPT TILE CARPETING

A. CPT-1: Manufacturer: Shaw Contract Group
   1. Product: Modular Plank Tile
   2. Style Name: Agate
   3. Style Number: ST015
   4. Color: Smoky Quartz
   5. Color Number: 14761
   6. Size: 18" x 36"
   7. Installation: Monolithic

1.05 CONC CONCRETE

A. CONC-1: Sealed Concrete
   1. Style: DFM DECORATIVE FILM
   2. DFM-1(also noted as PRIVACY FILM): Manufacturer: 3M

1.07 FRP FIBER REINFORCED PLASTIC

A. FRP-1: Panelite
   1. Color: silver

1.08 T TILING

A. T-1: Manufacturer/Distributor: United Tile Corp.
   1. Style: Crossville Shades
   2. Color: AV245 Clay Honed
   3. Size: 6" x 24"
   4. Thickness:
   5. Grout Type: epoxy
   6. Grout Joint Width: 1/8 inch
   7. Grout Color: TBD

B. T-2: Manufacturer/Distributor: Dalile
   1. Style: Keystones Mosaic Colorbody Porcelain
   2. Color: Desert Gray D104
   3. Size: 1" Hexagon
   4. Thickness: 1/16"
   5. Grout Type: epoxy
   6. Grout Joint Width: 1/8 inch
   7. Grout Color: TBD

C. T-3: Manufacturer/Distributor: Dalile
   1. Style: Quays Textures
   2. Color: Ashen Gray OT03 (2)
   3. Size: 6" x 6" Field
   4. Thickness: 1/8"
   5. Grout Type: epoxy
   6. Grout Joint Width: 1/8 inch
   7. Grout Color: TBD

1.09 LN LINOLEUM

A. LN-1: Manufacturer: Forbo
   1. Style: Walcon Cirrus
   2. Color: 3365 Original Brown
   3. Size: 32.000 x 32.000 cm
   4. Thickness: 2.500 mm

B. LN-2: Manufacturer: Forbo
   1. Style: Marmoleum Piano
   2. Color: 3621 Otter
   3. Size: 32.000 x 32.000 cm
   4. Thickness: 2.500 mm

C. LN-3: Manufacturer: Forbo
   1. Style: Marmoleum Graphic
   2. Color: 5315 Dry Point
   3. Size: 32.000 x 32.000 cm
   4. Thickness: 2.500 mm

FINISH LEGEND

Page Date: 10/1/2013

FINISH LEGEND

Page Date: 9/19/2013

S21731.00 Sacramento Valley Station – Phase 2 City of Sacramento CONSTRUCTION SET

October 17, 2014

1. Product: Dusted Crystal 7725-314
2. Style: solid pattern

B. DFM-2: Manufacturer: 3M
1. Product: Fassa Glass Finishes - OSLO-P
2. Style: solid pattern
<table>
<thead>
<tr>
<th></th>
<th>PL PLASTIC LAMINATE</th>
<th></th>
<th>SSM-3: Manufacturer: Cambria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.10</td>
<td>PL-1: Manufacturer: Formica</td>
<td>1.</td>
<td>Color: Concrete</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.</td>
<td>Color: Cuddington</td>
</tr>
<tr>
<td>1.11</td>
<td>P-1: Color To Match: Benjamin Moore OC-13 Soft Chamise</td>
<td>1.7</td>
<td>WOOD</td>
</tr>
<tr>
<td></td>
<td>P-2: Color To Match: Sherwin Williams SW5355 Truepenny</td>
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<tr>
<td></td>
<td>P-3: Color To Match: Benjamin Moore 2124-20 Trout Grey</td>
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</tr>
<tr>
<td>1.12</td>
<td>RB RESILIENT BASE</td>
<td>1.8</td>
<td>WD WOOD DOORS</td>
</tr>
<tr>
<td></td>
<td>RB-1: Manufacturer: Roppe</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Color: P178 Pewter</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Height: 2.5 inch</td>
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<td></td>
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<tr>
<td></td>
<td>3. Profile: Standard Toe</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>RB-2: Manufacturer: Roppe</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Color: P193 Black-Brown</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Height: 2.5 inch</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Profile: Standard Toe</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>RB-3: Manufacturer: Roppe</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Color: P100 Black</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Height: 4 inch</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Profile: Standard Toe</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.13</td>
<td>RBT RUBBER TILE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>RBT-1: Manufacturer: Roppe</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Pattern: Tuflex</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Color: 931 Desert</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Thickness: 5mm Nominal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.14</td>
<td>FW-1 FABRIC WRAPPED PANELS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FW-1: Manufacturer: Carnegie</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Pattern: Strie</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Color: 6423-135</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Width: 54&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Backing: Unbacked</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Fire Rating: Class A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>AWS ACOUSTICAL WALL SYSTEM</td>
<td>1.5</td>
<td>SSM-3: Manufacturer: Cambria</td>
</tr>
<tr>
<td>1.15</td>
<td>AAWS-1: Manufacturer: Snap Tex</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Product: Fabric Wall System</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Style: Square Edge with Acoustical Batting</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Thickness: 1&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Provide 1/8&quot; high density fiberglass face with microperforated tyvek for tack</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.16</td>
<td>SSM SOLID SURFACE MATERIAL</td>
<td>1.6</td>
<td>SSM-1: Manufacturer: Cambria</td>
</tr>
<tr>
<td></td>
<td>SSM-1: Manufacturer: Cambria</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Style: Quartz Surfaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Color: Whirlwind</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SSM-2: Manufacturer: DuPont Corian</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FINISH LEGEND**

**Print Date:** 3/12/2013

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**FINISH LEGEND**

**Print Date:** 3/10/2013
These automatic door specifications from the Phase 2 renovation project are provided for general reference for Tenants and City of Sacramento Facilities Staff.

SECTION 08 71 13 – AUTOMATIC DOOR OPERATORS

PART I - GENERAL

1.01 SECTION INCLUDES:
A. Electric, swinging automatic entrances, full energy and low energy with concealed and surface mounting.
B. Actuating controls and safety sensors at designated doors.

1.02 RELATED SECTIONS
A. Summary of work: Division 1, applicable sections.
B. Swinging Gates: Division 32 and 35 Metal Fabrications, applicable sections including but not limited to ornamental, wood and/or chain link gates.
C. Masonry: Division 4, applicable sections.
D. Perimeter/Joist Sealants: Division 07, applicable sections.
E. Carpentry: Division 6, applicable sections (061000 Rough Carpentry).
F. Division 8, applicable sections including but not limited to: Wood Doors; Hollow Metal Doors and/or Frames; Steel/Steel, Aluminum Doors and/or Aluminum Frames; Sliding Glass or Framed Doors; All-Glass Doors.
G. Section 08 17 13 – Integrated Door Assemblies.
H. Perimeter Sealants, Insulation: Division 7, applicable sections.

1.03 RELATED DOCUMENTS AND COORDINATION
A. The hardware groups/sets specified in section 08 71 01 - PART 3 are intended to establish type and design standard when used together with the requirements of this section, Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections. Examine Contract Documents and furnish proper hardware for door openings. Refer to specifications for clarification and detailed requirements and provide products and services in specifications even if not written in hardware groups/sets in section 08 71 00 - PART 3.

1.04 ADMINISTRATIVE REQUIREMENTS
A. Submittal Procedures:
1. Action Submittals and Informational Submittals shall be submitted in accordance with Division 01 Submittal Requirements and specifications below.
2. Sustainable Design Submittals shall comply with Division 01 requirements.
3. Closeout Submittals shall be submitted in accordance with Division 01 requirements.

1.05 ACTION SUBMITTALS
A. Hardware Schedule: Submit detailed schedule in vertical form as illustrated by the Sequence of Format for the Hardware Schedule as published by the Door and Hardware Institute.
2. Contractor shall be responsible for verifying that the door hardware accepted for installation is compatible for use with the doors and door-frames.

3. For card reader interface with applicable door devices, security vendor and/or installer (coordinate accordingly) to have a written agenda and plan on how scope related to electrified devices will be installed to have a complete wired and operational card access system. The card reader interface scope includes but is not limited to card reader inputs & output coordination on the electric locking device power supply, electric locking devices and connectivity as well as confirmation of a complete, wired and operational card access system. Provide all required relays & devices as part of the overall system in accordance with system requirements at no additional cost to Owner.

4. For auto operator interface with applicable door devices, auto operator vendor and/or installer (coordinate accordingly) to have a written agenda and plan on how scope related to electrified devices will be installed to have a complete wired and operational auto operator system. The auto operator interface scope includes but is not limited to connectivity & inputs for push-plates, B3A BR3 (or approved equal required auto operator relays), electric locking devices, as well as confirmation of the complete, wired and operational auto operator system. Provide all required relays & devices as part of the overall system in accordance with system requirements at no additional cost to Owner.

5. Vendor and/or installer (coordinate accordingly) not responsible for electrical-power (see electrical drawings) or FLS (fire/flight safety) connectivity to above frame or back-of-house power supply (back-of-house meaning remote low voltage power). FLS connectivity only required for fire smoke rated opening in particular functions to meet code as scheduled.

6. Examine Contract Documents and furnish proper hardware for door openings. Example includes, but is not limited to system integration:
   - Provide electrical interface control capability for card reader or keypad operation of swinging automatic entrances on doors with electric locking. Integrate swinging automatic entrances with other systems as required for a complete working installation.
   - Where required for proper operation, provide a time delay relay to signal automatic door operator to activate only after electric lock system is released.
   - Electrical System Roughing-in: Coordinate layout and installation of swinging automatic entrances with connections to power supplies and remote activation devices. Review details and conditions prior to ordering material.

1.07 QUALITY ASSURANCE

A. Operator Device Supplier Qualifications: Firm specializing in the supply and servicing of institutional and commercial low energy operator devices and sliding automatic doors; accredited by manufacturers; and having a minimum of 5 years documented experience. Hardware supplier to furnish list of at least 10 completed projects complete with date competed, project location and project contract information.

B. Manufacturer Qualifications and Documentation:
   1. Operator Device Manufacturer Qualifications: Manufacturer specializing in manufacturing institutional and commercial high and low energy operator devices with a minimum of 5 years with the following documented experience. Furnish list of at least 10 projects (past, finished projects). Include date competed, project location and references (past project contact information to determine if commercial high and low energy operator devices are acceptable).
   2. Manufactured devices submitted must have a factory certified central dispatch service for warranty. System to be available 24 hours a day, 365 days per year to obtain malfunction information and dispatch appropriate service agency to the customer location.

C. Installer Qualifications and Documentation:
   1. Company specializing in installing the products specified in this Section shall have minimum ten years experience and be a member of the American Association of Automatic Door Manufacturers (AAADM). A completed AAADM compliance form shall be submitted as proof of compliance with current ANSI/BIHA 156.19 American National Standard for power high and low energy operated doors as well as high energy operators. Doors shall be inspected and form shall be signed by an AAADM certified inspector prior to placing doors in operation.
   2. Operator Device Installer qualifications: The installer of assembly shall be trained in the trade of installing and start-up of commercial high and low energy operator devices and sliding automatic doors. Supplier and Installer of door assemblies shall be authorized representative of manufacturers and have minimum of 5 years successful experience in detailing, supplying and installing commercial high and low energy operator devices and sliding automatic doors specified on projects of similar size, complexity and type to this Project.
   3. Local certified distributor to install operator in accordance with current ANSI/BIHA 156.19 American National Standard for High and Low Energy Power Operated Doors and local applicable codes. For low energy applications, local certified distributor to install operator in accordance with ANSI 156.19, ANSI 117.1, NFPA 101 and local applicable codes.

D. Pre-Installation Meetings:
   1. Conduct pre-installation meeting in accordance with Division 01 requirements.
   2. Convene pre-installation meeting at least two weeks prior to commencing work of this Section.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Comply with the requirements specified in Division 01.
B. Deliver hardware to factory, shop, or mill of subcontractors and manufacturers requiring or directly to the Project site as required.
C. Each article of hardware shall be individually packaged in manufacturer's original container, properly marked or labeled in conformity with the reviewed Hardware Schedule.

1.09 CLOSEOUT SUBMITTALS

A. Provide operating and maintenance manual that includes the following:
   1. Complete information in care, maintenance, and adjustment, and data on repair and replacement parts, and information on preservation of finishes.
   2. Catalog pages for each product.
   3. Name, address, and phone number of local representative for each manufacturer.
   4. Parts list for each product.
   5. Copy of final approved hardware schedule, edited to reflect "As installed".
B. Maintenance materials as specified.
1.10 MAINTENANCE MATERIALS
A. Provide special wrenches and tools applicable to each different or special component.
B. Provide maintenance tools and accessories supplied by manufacturer.
C. Maintenance Data: Submit two copies of operator maintenance manuals that include the following items:
   1. Lubrication instructions.
   2. Operator maintenance instructions.
   3. Capability of servicing by local firm. List name, address and phone number of firm.

1.11 WARRANTY
A. Unless otherwise specified below, furnish to Owner a written manufacturer’s 2 year extended guarantee for automatic door operators against defects in materials and workmanship.

PART 2 - PRODUCTS

2.01 MATERIALS: GENERAL REQUIREMENTS
A. The Specifications are intended to cover all doors in the Project and establish a type and standard of quality, but it is the responsibility of the Contractor to furnish proper hardware for all openings and for a complete installation. Where Hardware Groups/sets have different information refer to the following specifications for clarification and detailed requirements.
B. If there are omissions in Specifications and hardware groups required for a complete installation, it shall be called to the attention of the University’s Representative when the Hardware Schedule is submitted.

2.02 CONCEALED & SURFACE LOW ENERGY AUTOMATIC OPERATORS
A. Acceptable Manufacturers and Products:
   1. Horton 4000LE:
      a. Contact 1: Capitol Door Service - Northern California
         http://www.capitoldoors.com/cb-nc-home.htm (800) 783-1163
      b. Contact 2: Automated Services and Products, Inc. - John Schmidt
         john@asapdoors.com

   B. Products by the following manufacturers will be considered for approval providing operator can open 500 pound or heavier door (whether or not doors on this project are 400+ pounds) all specified criteria have been met in full. Furnish all items and components of hardware required to complete the work in accordance with specifications, Contract Documents and intended operation:
   1. LCN Manufacturers
      a. Sr. Swings with Reduced Force feature:
         1) Contact 1: Capitol Door Service - Northern California
            http://www.capitoldoors.com/cb-nc-home.htm (800) 783-1163
         2) Contact 2: Automatic Door Systems, Inc. Joshua Boocher
            jboocher@autodoorinc.com
      b. Besam Manufacturers:
         a. Horton SW2001 bottom load

C. Where Hardware Groups/sets have different information refer to the following specifications for clarification and detailed requirements:
   1. Provide required relays & devices as part of the overall system in accordance system requirements. Units shall have relay contact for interfacing products. Door operator shall have input limiting of 120VAC unit shall have an internal circuit breaker switch to interrupt input power for servicing. Unit shall be U.L. Listed for automatic closing door. Unit shall be in compliance with the requirements of the Americans with disabilities act (ADA) and ANSI standard A156.19.
   2. Provide complete with drop plates, brackets, or adapters for arms as required to suit conditions.
   3. Provide adjustment for opening, closing, and checking speeds, as well as length of time door remains open. Provide units that can be utilized as a hold open devices (door placed in opened position when device three-way switch is engaged to “hold open” position.
   4. Provide Automatic Operators with external “On/Off/Hold-Open three-way switch” as part of overall/complete system (coordination per 087113). Optional installations include:
      a. Provide On/Off/Hold Camden #CM-180 device, but keyed to Schlage cylinder same as specified in C00 70-03 “Door Hardware” keying. Single gang device & configuration to be installed on frame at ADA height of between 38 and 44 inches above finish floor (AFF). Basis of design: device #CM-180 by Camden Door Controls at phone 877-722-9859 or website: www.camdencontrols.com (or approved equal by submitted Automatic Operator manufacturer).
      b. Provide toggle On/Off/Hold. Open Low energy operator manufacturer to have hold open toggle as part of overall system and installed on auto operator external body above frame (door placed in opened position when toggle three-way switch is engaged to “hold open” position (On/Off/Hold Open). Basis of design below (example only):
      c. Provide Automatic Operators with external On/Off two-way switch to be installed
at ADA height of between 38 and 44 inches Above Finish Floor (AFF): #653-14 DPDT maintained single direction x SF-626 by Locknetics manufacturing.

d. Where pairs of doors have two separate Automatic Operators provide one external On/Off/Hold-Open three-way switch to operate both doors/operators.

5. Fire, Life & Safety (FLS) systems coordination/ description of operation: during fire alarm activation or loss of building power auto operator devices at fire rated doors to automatically close doors (coordinate integration with fire alarm system and local power system). Wiring by Divisions 26 and 28.

6. Relays, timer, and logic modules Devices:
   a. At all auto door operators locations, provide BEA device # BR3 relay, timer, and logic modules (required for interface to indicated security components, and shall be assembled, connected, and fully contained within the power supply enclosure).

D. Push Plates & Touch-Activated Automatic Door Controls:

1. Provide Automatic Operators devices with external Actuators. Card readers also to be utilized at exterior doors where indicated in drawings and as scheduled. Push-and-Go type features are not acceptable.


3. Products:
   a. Bar Actuator: Wilk Touch-Activated “INGRESS’R” device as scheduled, or equal.
   b. Bollard Mounting: see hardware groupsets

4. Where Hardware Group/sets have different information refer to the following specifications for clarification and detailed requirements:
   a. Furnish and install touch-activated automatic door controls with Micro-Switches:
      double pull, double throw, dry-contact, momentary-action micro-switch.
   b. Mounting: flush-type compatible with touch-activated automatic door controls.
   c. Provide complete installation brackets or adapters for automatic operator actuators to suit application.

2.03 POWER SUPPLIES

A. Where Hardware Group/sets have different information (number of wires and missing power supply devices and information) refer to the following for clarification and submit according to complete and intended electrified system.

1. Coordinate use of power supplies with door and frame locations. Provide power supplies, relays and battery backup units as part of the overall system in accordance with the manufacturer’s warranty and system requirements.

2. Output shall be filtered and regulated. Relay, timer, and logic modules shall be provided as required for interface to indicated security components; and shall be assembled, connected, and fully contained within the power supply enclosure.

3. Provide required connections to fire alarm/fire safety system and for remote site activation of all electrified components and functions.

2.04 FASTENINGS

A. Fastenings shall match hardware material and finish.

B. Use screws, bolts, washers, grommets, nuts, and other fastening devices of appropriate size, length, type, head, metal and finish as necessary for proper match and application of hardware. Machine screws and tamping shields for attaching hardware to concrete, stone, or masonry.

C. Provide nonferrous or corrosion-resistant steel fasteners exposed to weather.

2.05 FINISHES

A. Finishes: Unless otherwise specified, finishes shall be as follows:
   1. Exposed items, unless otherwise specified or scheduled: satin stainless steel 630 (US32D) Satin chrome 626 (US26D).
   2. Thresholds: Mill finish.
   3. Closers: Factory-painted finish to match adjacent hardware finish, unless specified or scheduled otherwise.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Close out: The operator installer shall examine the areas and conditions under which the automatic operators are to be installed, and notify the Design Professional in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed until satisfactory conditions have been corrected.

B. Measurements: Verify all dimensions by taking field measurements before any material is fabricated and shipped to the job site.

3.02 INSTALLATION

A. Install all devices in accordance with manufacturer’s printed instructions and approved shop drawings. Install all devices level and plum.

B. In-Ground Low Energy Auto Operator device (Motion TN 110 by Tormax as specified, or equal) to have concrete or metal casing delivered and installed in floor slabs before cement is poured. Additional In-Ground Low Energy Auto Operator device materials to be delivered and installed with remainder of hardware.

C. Projecting Items: Install or re-install wrappings furnished by the manufacturer.

D. Coordinate operator installation with electrical connection requirements.

AUTOMATIC DOOR OPERATORS
E. Sealants: Furnish and install all sealants indicated or required to complete installation per Division 07 requirements.

F. Install equipment per current ANSI/BHMA A156.19 American National Standard for Power Assist and Low Energy Power Operated Doors and as directed by American Association of Automatic Door Manufacturers (AAADM) recommendations.

G. Push plates & touch-activated automatic door controls:
1. Install touch-activated automatic door controls at mounting height: 3 inches above finished floor or as indicated on the Drawings.
2. Mount touch-activated automatic door controls securely in place with fasteners supplied by manufacturer.

3.03 TESTING, ADJUSTING & INSPECTION
A. Repair or replace installations which do not perform according to manufacturer's printed instructions and approved shop drawings.

B. Adjust parts for smooth, uniform operation. Lubricate moving parts with manufacturer recommended lubricant. Replace units that cannot be adjusted and lubricated to operate freely and smoothly as intended for the application.

C. Adjust door closer devices (inner unit within Auto Operator devices):
1. Adjust closer operating effort to conform to CBC.
   a. Interior Door: Not to exceed 5.0 pounds force.
   b. When doors are required, the maximum effort to operate the door may be increased to the maximum allowed by the appropriate administrative authority, not to exceed 15 pounds opening force.
2. Adjust closer delay and operating speeds to comply with requirements of CBC and Chapter 11B, Part 2, Title 24 CCR and the Americans with Disabilities Act (ADA) Architectural Guidelines. Article 413.110
3. Door closers shall have sweep period adjusted so that from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3" from the strike. CBC.

3.04 CLEANING
A. After repeated operation of completed installation, readjust door operators and controls for smooth, quiet and optimum operating condition and safety. Clean surfaces promptly after installation. Provide protective treatment and other precautions required through the remainder of the construction period to ensure that automatic operators will be without damage or deterioration.

B. Defective Work: Remove and replace any defective work that cannot be properly repaired, cleaned or touched up.

C. Just prior to final acceptance of building or as directed, remove protective paper coverings and clean and polish hardware.

3.05 HARDWARE SCHEDULE
A. Manufacturer Abbreviations:

   BEA Manufacturing
   Wick Manufacturing
   Horton Manufacturing

B. Hardware Columns - Example (Legend):

<table>
<thead>
<tr>
<th>Dev Description</th>
<th>Device # (include specification language)</th>
<th>Finish Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>WIKK Ingress model #136-3 dark bronze anodized aluminum with wheelchair logo &amp; text &quot;Push to Open&quot;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>WIKK Square Bollard x standard height x integrated Ingress model #136-3 dark bronze anodized aluminum with wheelchair logo &amp; text &quot;Push to Open&quot;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>For the electrified keyswitch device specified in Section 08 71 13, provide Schlage cylinder either 26-26 or 26-2691 x 613 finish x appropriate cam x blocking rings as required (rim or mortise type &amp; quantity as required).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Per section 08 71 00 &quot;Door Hardware&quot;</td>
<td>666 SC</td>
</tr>
</tbody>
</table>

NOTE: Furnish all devices & components for hardware groups/sets above in accordance with Contract Documents (including but not limited to notes below, additional hardware devices requirements in the above specification language, architectural plans & full specification documents).
Rehabilitate and re-use existing doors

Furnish & install Operator arm(s) as required for door & frame application. Furnish & install Operator Installation / Mounting devices as required for door & frame application (length 98" or as required)

Auto Operator Operation - doors are to remain unlocked during business hours (doors remain push-pull type function during the day with no latching by dogging panic bars down to latch-retracted position). During business hours, depress the door actuator switches will provide signal to Auto Operator system and automatically initiate an auto opening cycle. The low energy operator acts as a standard closer in the event of the loss of power or when exiting or entering manually. After hours, occupants to lock doors (un-hang doors) and turn off Auto Operator device via key switch.

END OF SECTION
LEASE AREA L-1 - GREASE DUCT PROVISION

The Phase 2 Rehabilitation project made provisions for two grease ducts in the mechanical shaft of Lease Space L-1.

The field constraints dictate sizes of 12"x18" and 18"x18" duct sizes as shown in shop drawing on the preceding page.

The photos on this page show the placement of shaft elements prior to the construction of the shaft wall enclosure.

The Shop Drawing of shown on the preceding page is available from the City of Sacramento in electronic format for tenant use.
TENANT SIGNAGE GUIDELINES

LOCATION 1

SIGN TYPE:
1A
Main Waiting Room Interior Tenant Identification

OPTION 1

GOALS:
- Identify and brand retail tenant for pedestrian traffic within the Main Waiting Room of the station.

REQUIREMENTS:
- Must be single tenant.
- One tenant logotype per sign.
- All layouts and shop drawings to be approved by the City of Sacramento.
TENANT SIGNAGE GUIDELINES

LOCATION 1

SIGN TYPE:

1A
Main Waiting Room Interior Tenant Identification

OPTION 1

SPECIFICATIONS:
- Sacramento Valley Station's existing frame with applied tenant logotype.
- Tenant logotype comprised of two components:
  - Gold color 1/4" acrylic panel, mounted centered using clip system for future change out needs.
  - 1/2" acrylic painted white logotype mounted centered to acrylic panel.
- Logotype with 6" maximum cap height and must not exceed the allowed logotype area.

CITY OF SACRAMENTO'S RESPONSIBILITY:
- City to verify mounting clips on sign armature are secured in place.
- On site coordination for installation.

TENANT'S RESPONSIBILITY:
- Procure acrylic panel and dimensional logotype.
- Submit shop drawings by pre-approved vendors.
- City to approve shop drawings prior to installation.

1 Sign Type 1A: Main Waiting Room Interior Tenant Identification
Scale: 1" = 1'-0"

2 Sign Type 1A: Main Waiting Room Interior Tenant Identification with Tag Line
Scale: 1" = 1'-0"

3 Sign Type 1A: Section
Scale: 1" = 1'-0"

Pantone 7286 C
Pantone 1966 C
Pantone 7052 C
Pantone 2223 C
Pantone 2360 C
Pantone 2476 C
MPJ1912 Bank 1

Custom Acrylic Panel Color Options

SACRAMENTO VALLEY STATION
TEENANT SIGNAGE GUIDELINES
**TELLA\SIGNAGE GUIDELINES**

**LOCATION 1**

**SIGN TYPE:**
1A alt.
Main Waiting Room Interior Tenant Identification

**OPTION 2**

**SPECIFICATIONS:**
- Sacramento Valley Station's existing frame with applied tenant logotype.
- 1/2” acrylic logotype, mounted centered.
- Dimensional logotype with a maximum length of 36”.
- Dimensional logotype with a maximum overhang of 3”.

**CITY OF SACRAMENTO’S RESPONSIBILITY:**
- Refer to page 1A.02

**TENANT’S RESPONSIBILITY:**
- Refer to page 1A.02

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**Sign Type 1A: Alt. Main Waiting Room Interior Tenant Identification**

**Scale: 1” = 1'-0”**

- Existing sign armature
- Geometric dimensional logotype, mounted to armature using replaceable clip system, like sign type 1A
- Maximum area of allowed tenant logotype

**Custom Acrylic Panel Color Options**

- Pantone 776 C
- Pantone 902 C
- Pantone 762 C
- Pantone 222 C
- Pantone 222 C
- Pantone 327 C
- NPI 0520 Blanc 1

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**SACRAMENTO VALLEY STATION**

**TELLA\SIGNAGE GUIDELINES**

**1A.04**

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**Eaton Kearney Associates Inc.**

**San Francisco, CA 94111**

10/03/17
TENANT SIGNAGE GUIDELINES

LOCATION 1

SIGN TYPE:
1B, 1C, 1D
Marquee & Storefront

GOALS:
Exterior identification and branding for retail tenant for pedestrian and vehicular traffic.

REQUIREMENTS:
- Must be single tenant to qualify for these sign types.
- One tenant logotype per sign.
- All layouts and shop drawings to be approved by the City of Sacramento.
TENANT SIGNAGE GUIDELINES

LOCATION 1

SIGN TYPE:
1B
Marquee Tenant Identification

SPECIFICATIONS:
- 1" - 2" thick fabricated dimensional letterforms, painted white.
- External illumination
- Mounted channel, replaceable mounting tube and letterform to be aluminum (tube and channel are dark bronze anodized aluminum.) Mounting tube shall have screw holes tapped in field to attach to channel.

CITY OF SACRAMENTO'S RESPONSIBILITY:
- Provide linear LED wash lighting and power.
- On site coordination for installation.

TENANT'S RESPONSIBILITY:
- Replaceable mounting tube.
- Provide dimensional letterforms.
- Submit shop drawings by pre-approved vendors.
- City to approve shop drawings prior to installation.

1. Sign Type 1B: Marquee Tenant Identification
   Scale: 1 1/2" = 1'-0"

2. Sign Type 1B: Section
   Scale: 1 1/2" = 1'-0"
TENANT SIGNAGE GUIDELINES

LOCATION 1

SIGN TYPE:
1C
Marquee Hanging Sign

SPECIFICATIONS:
- Sacramento Valley Station existing frame with applied tenant name.
- White vinyl copy.
- Maximum cap height of 4" and must not exceed the allowed logotype area.

CITY OF SACRAMENTO'S RESPONSIBILITY:
- Provide overhead sign armature.
- On site coordinates for installation.

TENANT'S RESPONSIBILITY:
- Procure vinyl logotype.
- Submit shop drawings by pre-approved vendors.
- City to approve shop drawings prior to installation.

Sign Type 1C: Marquee Hanging Sign
Scale: 1" = 1'-0"

Existing sign armature
Vinyl logotype
Maximum area of allowed tenant logotype
Location 1

Sign Type: 1D

Storefront Tenant Hours of Operation

Specifications:
- White vinyl logotype and tenant hours of operation.
- Logotype to have a maximum cap height of 2".
- Maximum line length of 16".
- Hours of operation font to be Gill Sans Regular with 5/8" cap height.

City of Sacramento's Responsibility:
- On site coordination for installation.

Tenant's Responsibility:
- Procure vinyl logotype.
- Submit shop drawings by pre-approved vendors.
- City to approve shop drawings prior to installation.

Rosa

Hours of Operation
11:00 am - 5:00 pm
(third line)

SACRAMENTO VALLEY STATION
TENANT SIGNAGE GUIDELINES

1D.01
TENANT SIGNAGE GUIDELINES

LOCATION 1

SIGN TYPE:
2A, 2B, 2C
Marquee & Storefront

GOALS:
Exterior identification and branding for retail tenant for pedestrian and vehicular traffic.

REQUIREMENTS:
- Must be single tenant to qualify for these sign types.
- One tenant logo per sign.
- All layouts and shop drawings to be approved by the City of Sacramento.

Scale: NTS
**TENANT SIGNAGE GUIDELINES**

**LOCATION 1**

**SIGN TYPE:**

2A

Marquee Tenant Identification

**SPECIFICATIONS:**
- 1" - 2" thick fabricated dimensional letterforms, painted white.
- External illumination

**CITY OF SACRAMENTO'S RESPONSIBILITY:**
- Provide linear LED wash lighting.
- On site coordination for installation.

**TENANT'S RESPONSIBILITY:**
- Procure dimensional letterforms.
- Submit shop drawings by pre-approved vendors.
- City to approve shop drawings prior to installation.

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**Sign Type 2B: Marquee Tenant Identification**

Scale: 1/2" = 1'-0"

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**Sign Type 2B: Section**

Scale: 1 1/2" = 1'-0"
Tenant Signage Guidelines

Location 1

Sign Type:
2B
Marquee Hanging Sign

Specifications:
- Sacramento Valley Station existing frame with applied tenant name.
- White vinyl copy.
- Maximum cap height of 4" and must not exceed the allowed logotype area.

City of Sacramento's Responsibility:
- Provide overhead sign armature.
- On site coordination for installation.

Tenant's Responsibility:
- Provide vinyl logotype.
- Submit shop drawings by pre-approved vendors.
- City to approve shop drawings prior to installation.
LE TABLEAU
HOURS OF OPERATION
11:00am - 5:00pm
(third line)
TENANT SIGNAGE GUIDELINES

LOCATION 3

SIGN TYPE:

3A

Flag Exterior Tenant Identification

GOALS:

Exterior identification and branding for retail tenant for pedestrians and vehicular traffic.

REQUIREMENTS:

- Must be single tenant to qualify for this sign.
- Use tenant logotype per sign.
- All layouts and shop drawings to be approved by the City of Sacramento.
- Sign must mount into mortar, no penetration into brick facade permitted.
- Sign 3A must align with sign 4A.
HOPS & MALT

HOURS OF OPERATION
11:00am - 5:00pm
(third line)

1. Sign Type 3B: Storefront Tenant Hours of Operation
Scale: 1:100

SPECIFICATIONS:
- White vinyl lettering and tenant hours of operation.
- Logotype to have a maximum cap height of 2".
- Maximum line length of 18".
- Hours of operation font to be Gill Sans Regular with 5/8" cap height.

CITY OF SACRAMENTO'S RESPONSIBILITY:
- On site coordination for installation.

TENANT'S RESPONSIBILITY:
- Procure vinyl logotype.
- Submit shop drawings by pre-approved vendors.
- City to approve shop drawings prior to installation.
TENANT SIGNAGE GUIDELINES

LOCATION 4

SIGN TYPES:

4A & 4B
Flag Exterior & Window Interior Tenant Identification

GOALS:
Exterior identification and branding for retail tenant for pedestrian and vehicular traffic.

REQUIREMENTS:
- Must be single tenant to qualify for these sign types.
- One tenant logotype per sign.
- All layouts and shop drawings to be approved by the City of Sacramento.
- Sign 4A must align with sign 3A.
LOCATION 4

SIGN TYPE:
4B
Window Interior Tenant Identification

SPECIFICATIONS:
- Sign must not exceed 25% of a window area.

CITY OF SACRAMENTO'S RESPONSIBILITY:
- On site coordination for installation.

TENANT'S RESPONSIBILITY:
- Procure entire sign assembly, color, design, and configuration open pending City's approval.
- Submit shop drawings by pre-approved vendors.
- City to approve shop drawings prior to installation.
**HOPS & MALT**

**HOURS OF OPERATION**
11:00am - 5:00pm
(third line)

**SIGN TYPE:**
4C

**LOCATION 3**

**SPECIFICATIONS:**
- White vinyl lettering and tenant hours of operation.
- Logotype to have a maximum cap height of 2".
- Maximum line length of 18".
- Hours of operation font to be Gill Sans Regular with 5/8" cap height.

**CITY OF SACRAMENTO'S RESPONSIBILITY:**
- On site coordination for installation.

**TENANT'S RESPONSIBILITY:**
- Procure vinyl logotype.
- Submit shop drawings by pre-approved vendors.
- City to approve shop drawings prior to installation.

1. **Sign Type 4C: Storefront Tenant Hours of Operation**
   Scale: Half
**TENANT SIGNAGE GUIDELINES**

**LOCATION 5**

**SIGN TYPE:**

**5A**

Flag Exterior Tenant Identification

**GOALS:**

Exterior identification and branding for retail tenant for pedestrian and vehicular traffic.

**REQUIREMENTS:**

- Must be single tenant to qualify for this sign.
- One tenant logo per sign.
- All layouts and shop drawings to be approved by the City of Sacramento.

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**Sign Type 5A Flag Mount Sign**

Scale: NTS

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**SACRAMENTO VALLEY STATION**

TENANT SIGNAGE GUIDELINES

5A.01
SIGN TYPE:

5A
Flag Exterior Tenant Identification

SPECIFICATIONS:
- Sacramento Valley Station frame with applied tenant name.
- 1/2" aluminum painted white logotype permanently attached to sign face.
- Logotype must not exceed the allowed logotype area.
- Note: Sign is double sided.

CITY OF SACRAMENTO'S RESPONSIBILITY:
- Provide sign armature.
- On-site coordination for installation.

TENANT'S RESPONSIBILITY:
- Pressure dimensional logotype.
- Submit shop drawings by pre-approved vendors.
- City to approve shop drawings prior to installation.

1. Sign Type 5A: Flag Exterior Tenant Identification
   Scale: 1 1/2" = 1'-0"

2. Sign Type 5A: Section
   Scale: 1 1/2" = 1'-0"
BIKEHUB
HOURS OF OPERATION
11:00am - 5:00pm
(third line)

LOCATION 5
SIGN TYPE: 5B
Storefront Tenant Hours of Operation

SPECIFICATIONS:
- White vinyl logotype and tenant hours of operation.
- Logotype to have a maximum cap height of 2".
- Maximum line length of 18".
- Hours of operation font to be Gill Sans Regular with 5/8" cap height.

CITY OF SACRAMENTO'S RESPONSIBILITY:
- On site coordination for installation.

TENANT'S RESPONSIBILITY:
- Procure vinyl logotype.
- Submit shop drawings by pre-approved vendors.
- City to approve shop drawings prior to installation.

Scale: 1/8" = 1'
GLOSSARY

Logo: A distinct mark or symbol which helps identify and brand an individual, product, service, or company.

Logotype: A word, product, service, or company's name represented by only type.

Cap Height (Capital Height): A typographic term referring to the height of a capital letter. The letter "X" should be used as an example in all cases of type measurement.

Vinyl Copy: Stylus-cut applied vinyl graphics Gerber high performance series 220 color white.

Armature: A metallic structural support, in this instance, specifically for signage.
COLOR SCHEDULE
PAINT:
C-1  Bronze Metallic
      Matthew's Paint
      MP45523 Bank 1

C-2  White (TBD)
      Benjamin Moore
      OC-17 "White Dove"

C-3  Black (TBD)
      Benjamin Moore
      2119-16 "Space Black"

C-4  Teal (TBD)
      Matthew's Paint
      MP02370 Aquavert

VINYL:
V-1  White
    Gerber Series 220/225-10
V-2  Medium Grey
    Gerber Series 220/225-31
V-3  Dark Grey (TBD)
    Gerber Series 220/225-41
NOTES:
A. 1/4" photopolymer panel, paint color C-1 with 1/32" raised integral tactile graphics to match C-1. Secure to wall with VHB tape and/or silicone adhesive.
B. Contracted Grade II clear acrylic bead Braille (not photopolymer) applied prior to paint.
C. VHB tape for install.
Note: Satin clearcoat entire assembly.
EXHIBIT E
JANITORIAL SPECIFICATIONS

The following janitorial services will be provided by Landlord, as referenced in Article 9, excluding the following building holidays: New Year’s Day, Martin Luther King Day, President’s Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.

<table>
<thead>
<tr>
<th>FREQUENCY</th>
<th>TASK OR LOCATION</th>
<th>DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily</td>
<td>Break / Lunch Room</td>
<td>Clean counter tops, back splashes, sink basins, table tops, and exterior surfaces of microwaves, refrigerators, and coffee makers.</td>
</tr>
<tr>
<td>Daily</td>
<td>Entrances to Premises</td>
<td>Clean glass or metal surfaces of fingerprints and smudges.</td>
</tr>
<tr>
<td>Daily</td>
<td>Entrances to Premises</td>
<td>Sweep or vacuum all door thresholds. Vacuum carpeted entrance mats. Sweep rubber or polyester entrance mats.</td>
</tr>
<tr>
<td>Daily</td>
<td>Floors</td>
<td>Spot clean stains of 3” diameter or less as needed without causing discoloration.</td>
</tr>
<tr>
<td>Daily</td>
<td>Waste Containers</td>
<td>Empty and return waste containers to their original location. Insert new clear liner bag as needed or directed.</td>
</tr>
<tr>
<td>Daily</td>
<td>Recycling Containers</td>
<td>Empty and return recycling containers to their original location. Materials allowed in recycling containers include office paper, corrugated cardboard, glass bottles, plastic containers, and metal cans. Landlord's janitorial contractor will not mix the waste and recycling streams.</td>
</tr>
<tr>
<td>Weekly</td>
<td>Floors, Carpet</td>
<td>Vacuum all traffic areas and spot vacuum other areas as needed. Sweep or dust mop hard surface flooring.</td>
</tr>
<tr>
<td>Weekly</td>
<td>Floors, Hard Surfaces</td>
<td>Sweep then damp mop, using a split microfiber mop, all vinyl linoleum floors.</td>
</tr>
<tr>
<td>Weekly</td>
<td>Glass Cleaning, Interior</td>
<td>Spot clean interior glass within premises to remove fingerprints or smudges, as needed.</td>
</tr>
<tr>
<td>Weekly</td>
<td>Tables, Desk Surfaces</td>
<td>For exposed surfaces, only, clean with a split microfiber cloth to remove dust and smudges.</td>
</tr>
<tr>
<td>Weekly</td>
<td>Dust</td>
<td>Removal of dust on vertical and horizontal surfaces of furniture, fixtures and equipment.</td>
</tr>
<tr>
<td>Weekly</td>
<td>Floors, Carpet</td>
<td>Vacuum all exposed areas of carpeting (those areas not covered by floor mats, desks, cabinets, etc.).</td>
</tr>
<tr>
<td>Weekly</td>
<td>Window Sills</td>
<td>Removal of dust on all interior window sills.</td>
</tr>
</tbody>
</table>
EXHIBIT F
RULES AND REGULATIONS FOR THE SACRAMENTO VALLEY STATION

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the SVS (or “Building”) without the written consent of Landlord. Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord. Tenant shall not place anything or allow anything to be placed near the glass or any window, door, partition or wall which may appear unsightly from outside the Premises; Landlord may furnish and install a Building standard window covering at all exterior windows. Tenant shall not without prior written consent of Landlord cause or otherwise sunscreen any window.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress and egress from their respective Premises.

3. Tenant shall not alter any lock or install any new or additional locks to any bolts on any door or windows of the Premises. Tenant may install a card access system to the Premises at Tenant’s expense.

4. The restrooms, sinks and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant which, or whose employees or invitees, shall have caused it.

5. Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.

6. No furniture, freight or equipment of any kind shall be brought into the Building without the prior notice to Landlord and all moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of the Tenant.

7. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals be brought in or kept in or about the Premises or the Building.

8. No cooking shall be done or permitted by any Tenant in the Premises, nor shall the Premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

9. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline, or inflammable, or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord, if any.

10. Landlord will direct electricians as to where and how telephone and communications wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

11. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

12. No vending machines or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the Landlord.

13. Tenant shall not disturb, solicit, or canvas any occupant of the Building and shall cooperate to prevent same.

14. Landlord shall have the right to control and operate the public portions of the Building, and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.

15. All entrance doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.