

WORK LETTER

District Attorney's Office
3890 Railroad Avenue
Pittsburg, California

December 17, 2024

This work letter ("**Work Letter**") is part of the Lease being executed concurrently herewith between ALBERT D. SEENO CONSTRUCTION CO., as landlord ("**Lessor**"), and the COUNTY OF CONTRA COSTA, as tenant ("**County**"), under which the County is leasing the real property located at 3890 Railroad Avenue, Pittsburg, California, as more particularly described in the lease.

Lessor and County mutually agree as follows:

1. Terms. All capitalized terms not defined in this Work Letter have the meanings ascribed to them in the lease. The provisions of this Work Letter supplement the lease and are specifically subject to the provisions of the Lease. If there is a conflict between the provisions of the Lease and the provisions of this Work Letter, the provisions of the Lease control. Whenever the approval of County is required hereunder, approval is required of the County's Director of Public Works or his designee (the "**County Representative**").
2. Lessor's Representation and Warranties. Lessor represents and warrants to County that:
 - a. Lessor is the owner of the Property.
 - b. The Property is presently zoned to permit its use for the purposes contemplated by this Work Letter and the Lease.
 - c. The Property is free of covenants, restrictions and other encumbrances that could affect County's use.
 - d. The individuals signing this Work Letter on behalf of Lessor are authorized to do so.
 - e. The Substantial Completion Date, as defined below, will occur no later than September 30, 2025 (the "**Scheduled Completion Date**").
3. Base Building. Lessor, at Lessor's cost and expense, has constructed the Building shell and core (collectively, the "**Base Building**").
4. Improvements. Lessor shall cause the Shell Improvements and the Tenant Improvements, both as defined below (together, the "**Work**"), to be completed at Lessor's sole cost and

expense in accordance with Applicable Laws and Restrictions. “**Applicable Laws and Restrictions**” means all laws (including, but not limited to, the Americans with Disabilities Act and all provisions of the Labor Code of the State of California), building codes, ordinances, regulations, title covenants, conditions, and restrictions, and casualty underwriters’ requirements applicable to the Property and the Work.

- a. Shell Improvements. Lessor shall cause all of the following improvements to be made to the Base Building (together, the “**Shell Improvements**”): (i) the installation of a new roof system that incorporates adequate drainage, (ii) the replacement of all four existing package units that serve the Building’s heating, ventilation and air conditioning (“**HVAC**”) system, (iii) the replacement of the single head miniature split unit with a new single head miniature split unit, and (iv) the remediation of existing asbestos, lead and electrical hazards. Lessor will clean and ventilate the Building immediately prior to County occupying the Building. Lessor shall cause the necessary permits to be obtained for all Shell Improvements.
 - b. Tenant Improvements. Subject to the conditions set forth below, Lessor shall construct and install the improvements to the Building and the Property that are described on Schedule 1 attached hereto and incorporated herein (the “**Tenant Improvements**”) in accordance with the Space Plans, the Finish Schedule, and the Final Plans, all as defined below, at an estimated cost of \$984,716.65 (the “**Tenant Improvement Cost**”). The final cost of the Tenant Improvements will not change the County Share in Section 5.b below.
5. Build Out Allowance. Lessor shall provide an allowance for the construction of the Tenant Improvements in the amount of \$234,950.00 (the “**Allowance**”). Lessor may use the Allowance for all fees and costs connected with the Lessor’s construction of the Tenant Improvements that are part of the Final Plans, including, but not limited to: hard costs, demolition fees, initial space planning, architect and design fees, contractor and engineering fees, and the cost of plans and permits obtained in connection with the Tenant Improvements.
 - a. Any portion of the Allowance not required to complete the Tenant Improvements in accordance with the Final Plans, as defined below, is the property of the Lessor.
 - b. The County’s share of the cost of Tenant Improvements is \$749,766.65 (the “**County Share**”), which is equal to the result obtained by subtracting the Allowance from the Tenant Improvement Cost. The County shall pay the County Share in three equal installments of \$249,922.22 as follows: (i) the first within 60 days after 50% completion, but not later than June 30, 2025, (ii) the second within 60 days after 75% completion, but not later than June 30, 2025, and (iii) the third within 90 days after the Substantial Completion Date, as defined below.
6. Plans.

- a. Except as otherwise provided in this section, prior to the execution of the Lease, Lessor and County approved in writing space plans for the build-out of the Tenant Improvements for the Property that were prepared by Lessor or Lessor's designated architect (the "**Space Plans**"). A copy of the Space Plans is attached hereto as Schedule 2.
- b. County selected and approved finishes for use in the Tenant Improvements are shown in the Finish Schedule attached hereto as Schedule 4 (the "**Finish Schedule**").

7. Modifications to the Plans.

- a. Lessor and County acknowledge that the Space Plans may not depict certain structural elements of the Building and/or various elements of the Building systems that may necessitate modifications to the Space Plans and specifications for the Tenant Improvements (collectively "**Structural Modifications**"). Furthermore, any final plans and specifications for the construction of the Tenant Improvements may require modification to account for Applicable Laws and Restrictions. Within 60 days after the date of the Lease, Lessor shall cause final plans and specifications to be prepared in substantial conformity with the Space Plans, taking into account (i) Structural Modifications, (ii) the requirements of Applicable Laws and Restrictions, (iii) other modifications resulting from physical constraints of the Property, and (iv) modifications requested by County and consented to by Lessor, which consent may not be unreasonably withheld (the "**Final Plans**"). A withholding of consent will not be deemed unreasonable if the County-requested modifications would cause an increase in the amount of time required to complete the Work or an increase in the cost of the Work. Once completed, the Final Plans will be attached to this Work Letter as Schedule 3.
- b. Any and all modifications of, or amendments to, the Space Plans and the Final Plans (including all working drawings and other supplements thereto, but excluding immaterial field changes and Structural Modifications), are subject to the prior written approval of County. Material "or equal" items or substitute items provided for in the specifications forming part of the Final Plans are subject to the prior written approval of County, which approval may not be unreasonably withheld or delayed. Samples of such "or equal" or substitute materials, together with any additional supplemental information that may be necessary for County's review, are to be submitted to County in a timely manner.

8. Delay. The Commencement Date will be delayed by one day for each day of delay in the design or completion of the Tenant Improvements that is caused by a Lessor Delay, as defined below. The Commencement Date will not be delayed due to a County Delay, as defined below. No Lessor Delay, or County Delay will be deemed to have occurred unless and until the party claiming the delay provides written notice to the other party specifying the action or inaction that constitutes a Lessor Delay, or County Delay, as applicable. If such action or inaction is not cured within one day after receipt of the notice, then a Lessor

Delay, or County Delay, as set forth in the notice, will be deemed to have occurred commencing as of the date the notice is received and continuing for the number days the design or completion of the Tenant Improvements is in fact delayed as a direct result of such action, inaction or event.

- a. The term “**Lessor Delay**” means any actual delay in the design of the Final Plans or in the completion of Tenant Improvements that is caused solely by any of the following: (i) Lessor not responding to requests for authorization or approval within the time period provided for a response to such request or, if no such time is stated, beyond a reasonable time therefor, and (ii) the acts or failures to act, whether willful, negligent, or otherwise, of Lessor, its agents, or contractors, to the extent contrary to the terms hereof.
 - b. The term “**County Delay**” means any actual delay in the design and/or completion of Tenant Improvements that is caused by any of the following: (i) changes in the Space Plans or the Final Plans requested by County, (ii) the County not furnishing information or giving any approvals or authorizations within the time limits set forth for such performance in this Work Letter, or if no time is set forth for such performance in this Work Letter, then a reasonable time therefor, and (iii) the acts or failures to act, whether willful, negligent, or otherwise, of County, its agents, or contractors, to the extent contrary to the terms hereof
9. Design and Construction. Lessor shall provide all architectural and engineering services necessary to perform the Work. Lessor shall hire and pay for the services of an architect to provide architectural services for the design and construction of Tenant Improvements. Lessor shall provide final construction plan architectural CAD drawings at no cost to County. Lessor shall cause the Architect to assist and support County with any further furniture and equipment plans, as requested by County at County’s sole cost and in addition to the County Share.
10. Inspections. The County and its representatives may enter the Property at all reasonable times for the purpose of inspecting the progress of construction of the Tenant Improvements.
11. Compliance with Laws; Standards of Performance. Lessor, at its expense, shall (i) obtain all approvals, permits and other consents required to commence, perform and complete the Work, and shall deliver a certificate of occupancy, or equivalent evidence of Tenant Improvements being complete, to County not later than the Commencement Date, as defined below, and (ii) cause the Work to be performed by well-trained, adequately supervised workers, in a good and workmanlike manner, free from design, material and workmanship defects in accordance with the Final Plans and all Applicable Laws and Restrictions (the “**Performance Standards**”). Lessor warrants that all Work will be performed in accordance with the Performance Standards. Notwithstanding anything to the contrary in the lease or this Work Letter, County’s acceptance of possession of the

Property does not waive this warranty and Lessor shall promptly remedy all violations of the warranty at its sole cost and expense.

12. Completion Notice; Inspection; Substantial Completion Date.

- a. When Lessor deems construction of the Work to be Substantially Complete, as defined below, Lessor shall tender delivery to County by delivering a “**Completion Notice**” in substantial conformity with Schedule 5. For purposes of this Work Letter, the phrase “**Substantially Complete**” means (i) construction of the Work has been substantially completed in accordance with the Performance Standards, (ii) there is no incomplete or defective work that unreasonably interferes with County’s use of the Property, (iii) all necessary government approvals for legal occupancy of the Building have been obtained (including, if applicable, a Certificate of Occupancy), and (iv) all utilities are hooked up and available to be transferred to the County for use by County in the Property.
- b. Upon receipt of the Completion Notice, a representative of the County and a representative of Lessor will immediately inspect the Building for the purpose of establishing that the Work is Substantially Complete. Once County is satisfied that the Work appears to be Substantially Complete, the County shall so indicate by countersigning the Completion Notice. The Property will be deemed delivered to County on the day that County has countersigned the Completion Notice (the “**Commencement Date**” and the “**Substantial Completion Date**”).

13. Punchlist. County has 60 days from the Substantial Completion Date to provide Lessor with a written list of any items that are defective, incomplete, or do not conform to the Final Plans or to Applicable Laws and Restrictions (a “**Punchlist**”). County may augment the Punchlist at any time within the 60-day period after the Substantial Completion Date. County’s failure to specify any item on the Punchlist, however, does not waive Lessor’s obligation to complete the Work in accordance with this Work Letter. Lessor shall remedy all items on the Punchlist as soon as practicable and in any event within 30 days after Lessor receiving the Punchlist. If Lessor fails to remedy all items on the Punchlist within the 30-day period (exempt as to items, if any, that require more than 30 days to complete), then County may, upon 20 days prior notice to Lessor, complete any Punchlist items and deduct the cost of such work from the Rent next coming due under the lease in an amount not to exceed 25% of the Rent per month for a period not to exceed six months.

14. Tenant's Work.

- a. Any item of work not shown in the Final Plans, including, for example, telephone and data service or furnishings (“**Tenant's Work**”), may be performed by County through contractors selected by County and approved by Lessor; which approval may not be unreasonably withheld or delayed. If following a timely request by County, Lessor agrees to perform Tenant’s Work, Lessor shall perform the Tenant's Work through contractors selected by Lessor and approved by County. If Lessor performs the

Tenant's Work, County shall reimburse Lessor for the full cost of the work upon receipt by County of receipted invoices for work performed or materials supplied. If County performs all or any portion of the Tenant's Work, Lessor shall allow County prompt and reasonable access to the Property, provided, in Lessor's reasonable opinion, the Tenant's Work can be performed by County without undue interference with the completion of the Tenant Improvements.

- b. Lessor shall furnish water, electricity, and HVAC to the Building during the performance of any of Tenant's Work without charge to County if prior to the Commencement Date.
15. County's Right to Terminate. County may terminate the lease and this Work Letter by delivering a written termination notice to Lessor upon the occurrence of any of the following events:
- a. Lessor fails to execute a construction contract with a general contractor on or before 30 days after County's approval of the Final Plans.
 - b. Lessor fails to cause construction of the Work to commence on or before 45 days after County's approval of the Final Plans and receipt by Lessor of all applicable permits and approvals.
 - c. The Substantial Completion Date does not occur on or before the Scheduled Completion Date (as the same may be adjusted for County Delays and Force Majeure in accordance with this Work Letter) and Lessor fails to Substantially Complete the Work on or before the fifth business day after written notice by County to Lessor of its intent to terminate pursuant to this section.
16. Construction Period Insurance.
- a. Throughout the performance of the Work, Lessor shall carry and shall cause all contractors and their subcontractors to carry the insurance set forth below covering all occurrences in or about the Building and Property, and County shall be named as an additional insured, together with the Lessor, contractor or subcontractor, as the case may be:
 - i. Workers' compensation insurance in statutory limits;
 - ii. Lessor: Commercial general liability insurance, including contractual liability, owners and contractors' protective liability for a period of one year after substantial completion, with limits of not less than \$2,000,000 per occurrence;
 - iii. Contractors and Subcontractors: Commercial general liability insurance, including contractual liability, owners and contractors' protective liability for

a period of one year after substantial completion, with limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence;

- iv. Comprehensive automobile liability in minimum limits of \$500,000 for bodily injury or death to one person and \$1,000,000 for bodily injury or death in any one occurrence and \$500,000 per occurrence for property damage;
 - v. Employer's liability insurance in minimum limits of \$1,000,000 per occurrence for bodily injury or disease; and
 - vi. Excess liability insurance over the insurance required by subsections (ii), (iii), (iv), and (v) of this section with combined, minimum coverage of \$2,000,000.
- b. If Tenant's Work is performed by County, County shall carry and shall cause all contractors and their subcontractors to carry the insurance set forth below covering all occurrences in or about the Building and Property, and Lessor shall be named as an additional insured, together with the County, contractor or subcontractor, as the case may be:
- i. Workers' compensation insurance in statutory limits;
 - ii. County: Commercial general liability insurance, including contractual liability, owners and contractors protective liability for a period of one year after substantial completion, with limits of not less than \$2,000,000 per occurrence;
 - iii. Contractors and Subcontractors: Commercial general liability insurance, including contractual liability, owners and contractors protective liability for a period of one year after substantial completion, with limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence;
 - iv. Comprehensive automobile liability in minimum limits of \$500,000 for bodily injury or death to one person and \$1,000,000 for bodily injury or death in any one occurrence and \$500,000 per occurrence for property damage;
 - v. Employer's liability insurance in minimum limits of \$1,000,000 per occurrence for bodily injury or disease; and
 - vi. Excess liability insurance over the insurance required by subsections (ii), (iii), (iv), and (v) of this section with combined, minimum coverage of \$2,000,000.
- c. All insurance required by this section may be carried in whole or in part under a blanket policy (or policies). Lessor and County agree to require each contractor and subcontractor to furnish Lessor with evidence reasonably satisfactory to Lessor of the maintenance of the required insurance coverage, with assurances that it will not be cancelled without 15 days advance written notice to Lessor, and, in the case of blanket

insurance, setting forth that the Building and the work on the Building are covered by the blanket policy and specifying the amount of coverage relating thereto. Upon the request of the County Representative, Lessor shall provide to the County Representative evidence of the required insurance coverage that is reasonably satisfactory to the County Representative. Upon the request of the Lessor, County shall provide to the Lessor evidence of the maintenance of the required insurance coverage that is reasonably satisfactory to the Lessor.

17. Risk of Loss.

- a. If the Building or any portion of the Work is damaged or destroyed prior to the Substantial Completion Date, County or Lessor may terminate the lease if, in the reasonable opinion of Architect, the Building cannot be restored and the Work Substantially Completed prior to 90 days after the Scheduled Completion Date.
- b. If the Building or the Tenant Improvements are damaged or destroyed prior to the Substantial Completion Date and the lease is not terminated pursuant to this section, Lessor shall promptly and diligently cause its contractor to restore the Building and complete the Work.

18. Pre-Move-In Cleaning. Lessor shall clean and ventilate the Building immediately prior to County moving into the Building.

[Remainder of Page Intentionally Left Blank]

19. Time of the Essence. Time is of the essence in fulfilling all terms and conditions of this Work Letter.

The parties are executing this Work Letter as of the date herein above set forth.

COUNTY OF CONTRA COSTA, a
political subdivision of the State of
California

ALBERT D. SEENO CONSTRUCTION CO.
a California limited partnership

By: _____
Warren Lai
Director of Public Works

By: _____
Douglas W. Messner
Authorized Agent

RECOMMENDED FOR APPROVAL:

By: _____
Robert P. Garrison
Authorized Agent

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Jessica Castro
Associate Real Property Agent

APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

SCHEDULE 1

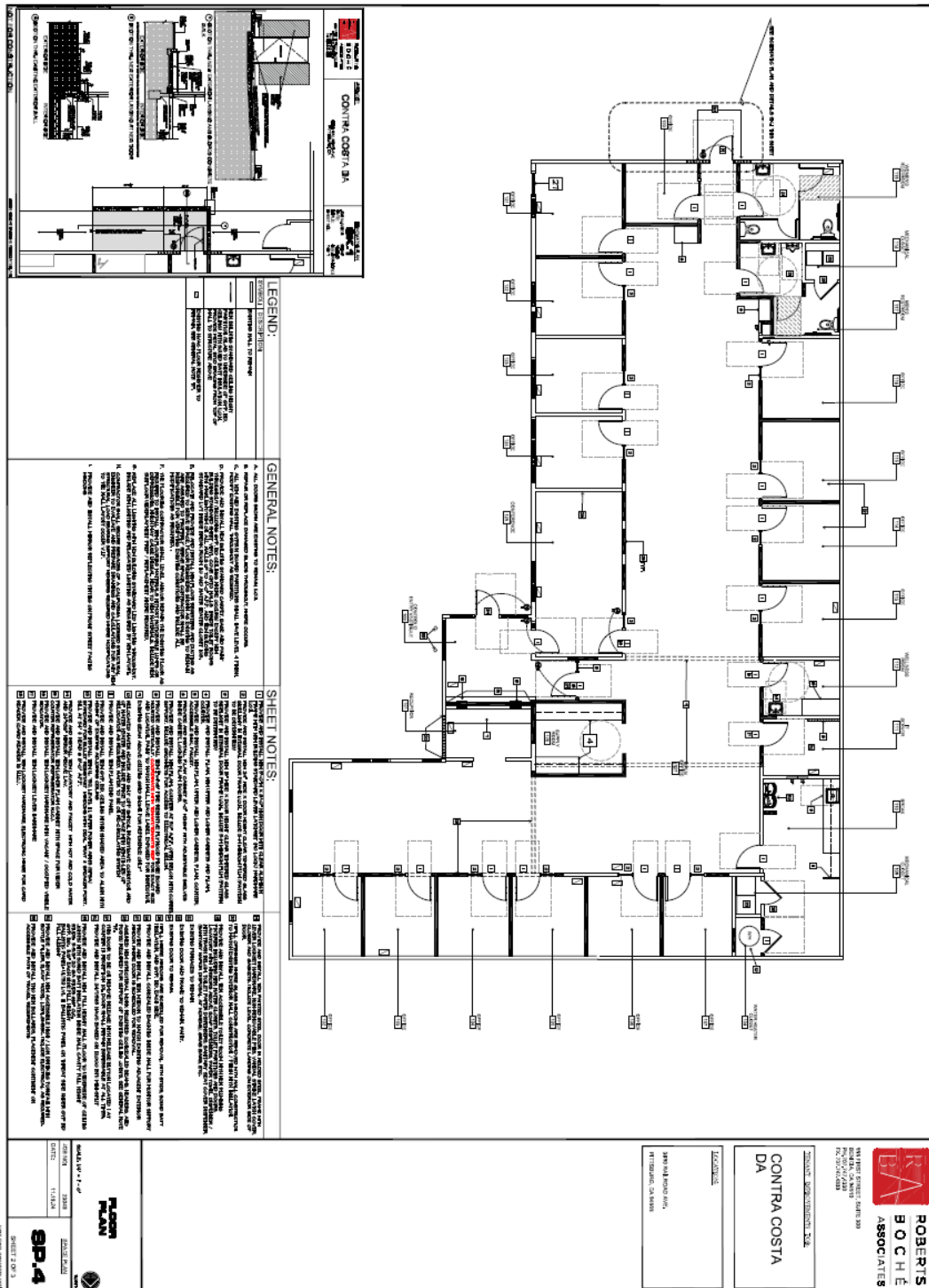
TENANT IMPROVEMENTS

Note: Details for items listed below will be updated once final construction drawings are received.

1. Build 15 new offices, including three executive offices and 12 standard offices. The offices are room numbers 102 - 107, 113 - 116, and 120 – 124.
2. Build a large conference room in the space identified as room number 125.
3. Install wall mounting with electrical for a television in the large conference room identified as room number 125. The location of the wall mounting will be determined as part of the furniture plan.
4. Install wall mounting with electrical for a television in the break room identified as room 110. The location of the wall mounting will be determined as part of the furniture plan.
5. Build a reception area to accommodate two staff in the space identified as room number 101. Install bullet resistant glass between the reception area and the controlled entry vestibule.
6. Install 120V with 20-amp power supply in the copy/supplies room identified as room number 126.
7. Expand the existing breakroom in the space identified as room number 110.
 - a. Provide and install new door.
 - b. Provide and install new upper and lower cabinets, ADA counter, ADA accessible sink and faucet.
 - c. Provide and install a new end panel.
8. Build an IT Server Room in the space identified as room number 111.
 - a. Install flooring made of Static Dissipative Tiles (SDT) or vinyl anti-static material.
 - b. Install a cooling system with a separate controller specifically for this room.
 - c. Make the door swing outward to allow for ingress and egress.
 - d. Install a locking mechanism in the door.
 - e. Install fire rated plywood measuring 4 ft. (width) x 8 ft. (height), ¾ inch on all four walls and do not paint over Fire Rated markings.
 - f. Install ground bus #6 ground wire with bus bar 3” x 6” minimum with mounting holes.

- g. Install at least two Quad Electrical Outlets that need to be Dedicated: NEMA5-20.
 - i. Two NEMA5-20 quad outlet mounted on the ladder rack.
 - ii. Lessor provided wall mounted Air Conditioner will require a wall mounted outlet.
- 9. Build two mechanical closets in the spaces identified as rooms 109 and 118.
- 10. Build a water heater closet and install Lessor provided water heater in the space identified as room 108.
- 11. Build a lactation/wellness Room in the space identified as room 112.
- 12. Remodel existing restrooms in the spaces identified as rooms 119 and 117. Provide and install new accessible toilet room with new plumbing fixtures including new water closets, toilet partitions and doors, lavatory with mirrors above, soap dispensers, paper towel dispenser/ with trash below, toilet paper dispensers, sanitary seat cover dispenser, (sanitary napkin disposal at women's), grab bars, etc.
- 13. Remodel entry vestibule in the space identified as room 100. Provide and install new UL 752, level 111, superpower arms (SPSA) standard for bullet resistant windows with deal tray and speaker port, sill at 34" and head at 8'-0" A.F.F. (above finished floor).
- 14. Install LED lighting throughout the building.
- 15. Install new flooring throughout the building including base boards and corresponding materials using finishes chosen by County.
- 16. Repaint the entire interior of the Building, including baseboards and accent walls using finishes chosen by County.
- 17. Construct and install electrical outlets to feed the EV chargers accessible from parking lot.
- 18. Construction secondary egress door with ADA compliant sloped concrete walkway – reference schematic plan SK.1
- 19. The finishes for all components of the Tenant Improvements are to be based on the Contra Costa County Public Works Department Capital Projects Management Division Building Design and Construction Guidelines for consulting architects and engineers.

SPACE PLANS





**ROBERTS
BOCHÉ
ASSOCIATES**

555 FIRST STREET, SUITE 300
BENICIA, CA 94510
PH: 707.747.4330
FX: 707.747.4333

PROJECT:

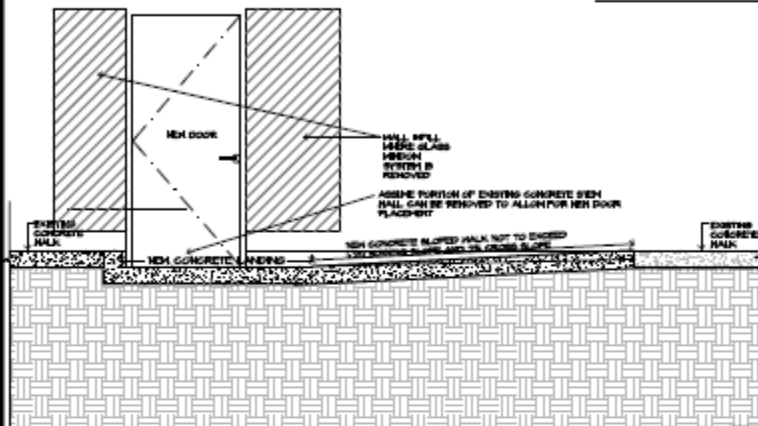
CONTRA COSTA DA

3890 RAILROAD AVE
PITTSBURG, CA

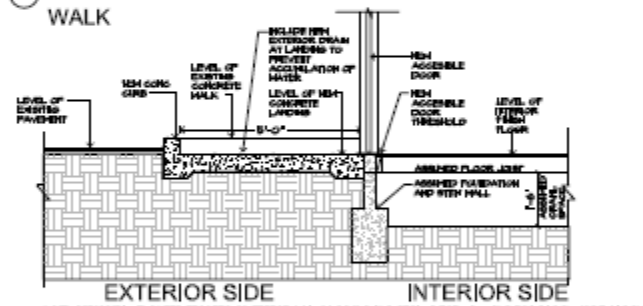
SCHEMATIC PLAN

SK.1

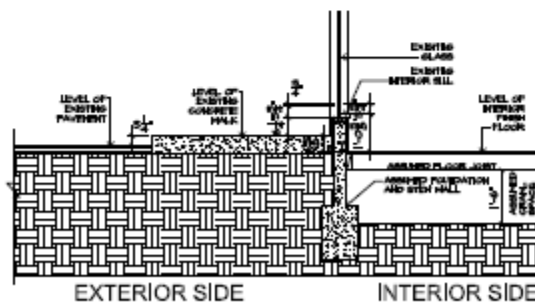
JOB NUMBER: 23048
DATE: 10.30.24
SCALE: SEE BAR SCALE
SHEET NO.: 1 OF 1



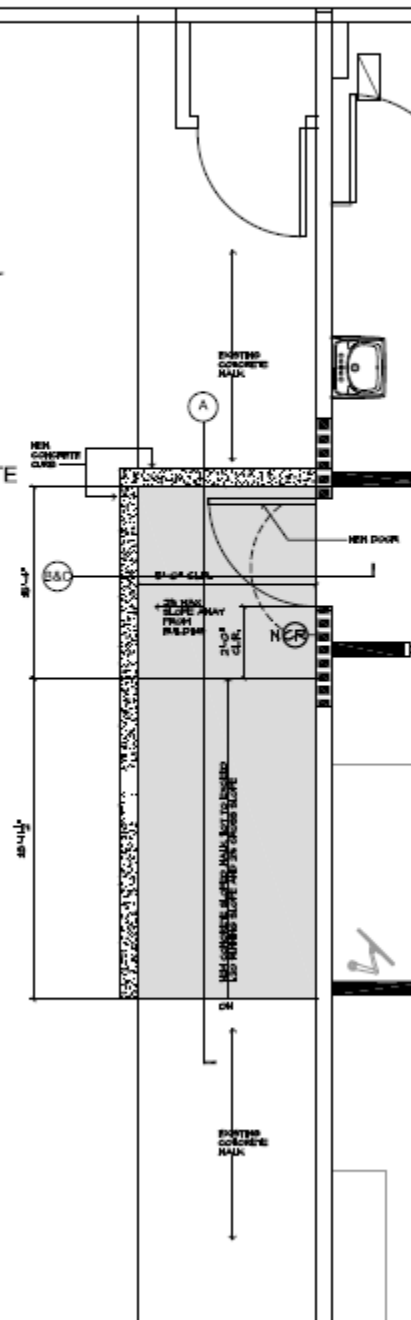
A SECTION THRU NEW EXTERIOR LANDING AND SLOPED CONCRETE WALK



B SECTION THRU NEW EXTERIOR LANDING AT NEW DOOR



C SECTION THRU EXISTING EXTERIOR WALL



CONTRA COSTA DA PROJECT 3890 RAILROAD AVE, PITTSBURG, CONTRA COSTA COUNTY, CA 94566

NOT FOR CONSTRUCTION

© 2024 ROBERTS BOCHÉ ASSOCIATES, INC.

SCHEDULE 3

FINAL PLANS

SCHEDULE 4

FINISH SCHEDULE

The finish schedule shall be based on the Contra Costa County Public Works Department Capital Projects Management Division Building Design and Construction Guidelines for consulting architects and engineers, which has been provided to the Lessor.

Sections to reference are the following:

2018 – Division 23.09.23 HVAC – Direct Digital Control System Added

2021 – Division 01 – General Requirements Revised

2021 – Division 06 – Wood, Plastic and Composites Revised

2021 – Division 08 – Openings Revised

2021 – Division 09- Finishes Revised

2021 – Division 22 – Plumbing Revised

2021 – Division 23 – HVAC Revised

2021 – Division 27.04 – DoIT Added

2021 – Division 27.05 – AV Equipment Added

2021 – Division 27.06 – White Noise Added

2021 – Division 27.07 – Master Clock Added

2021 – Division 27.08 – Wayfinding Added

2021 – Division 28 – Electronics Safety and Security Revised

SCHEDULE 5

FORM OF COMPLETION NOTICE

To: Contra Costa County

From: Albert D. Seeno Construction Co.

Date:

Re: Completion Notice – 3890 Railroad Avenue, Pittsburg

This notice is provided in compliance with Section 12 of that certain Work Letter dated January 1, 2024, between Albert D. Seeno Construction Co. and Contra Costa County (the “Work Letter”). All terms not otherwise defined herein have the meaning ascribed to them in the Work Letter.

Tender by Lessor

Lessor hereby represents that it has completed construction of the Tenant Improvements in substantial conformity with the Final Plans.

Lessor hereby tenders the Premises for delivery to Tenant.

Albert D. Seeno Construction Co.

By: _____

Date: _____

Its: _____

Certification by Architect

The undersigned, a duly authorized representative of _____, hereby represents that (s)he has inspected the Tenant Improvements and determined them to be in substantial conformity with the Final Plans.

_____, Architect

By: _____

Date: _____

Its: _____

Certification by Contra Costa County

The undersigned, a duly authorized representative of Contra Costa County, hereby represents that the County has caused the Tenant Improvements to be inspected and has determined them to be in substantial conformity with the Final Plans.

Contra Costa County

By: _____

Date: _____

Its: _____