WORK LETTER

HEALTH SERVICES DEPARTMENT HEALTH, HOUSING AND HOMELESS SERVICES 2600 STANWELL DRIVE, SUITES 100, 104 & 200 CONCORD, CALIFORNIA

September 9, 2025

This work letter ("Work Letter") is part of the lease being executed concurrently between 2600 Stanwell, LLC, as landlord ("Lessor"), and the County of Contra Costa, as tenant ("County"), under which the County is leasing approximately 17,415 square feet of space in the building (the "Building") located at 2600 Stanwell Drive, Suites 100, 104 and 200 in Concord, California, as more particularly described in the lease.

Lessor and County mutually agree as follows:

- 1. <u>Supplement to Lease</u>. 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 or her designee (the "County Representative").
- 2. <u>Defined Terms</u>. All capitalized terms not defined in this Work Letter have the meanings ascribed to them in the lease. For purposes of this Work Letter, the following terms have the following meanings.
 - a. "Architect" means Robert Boche Associates.
 - b. "Budget" means the budget attached to this Work Letter as Schedule 2.
 - c. "Change Order" means a writing signed by both parties that describes a change, addition, or substitution to the work described in the Final Plans.
 - d. "Contractor" means WCI-GC.
 - e. "Excusable Delay" means a delay in the completion of the Tenant Improvements that is attributable to (i) changes requested by a permitting authority, (ii) a Change Order, (iii) County interference with Contractor performing the Tenant Improvements, or (iv) a force majeure event.
 - f. "Final Plans" means the final plans attached to this Work Letter as Schedule 1.

- g. "**Project Schedule**" means the schedule attached to this Work Letter as <u>Schedule 3</u>, which describes the work to be accomplished to complete the Tenant Improvements and the sequence of the work, and sets forth the dates by which certain components of the work are scheduled to be completed.
- h. "Tenant Improvements" means the work that is described in the Final Plans.
- 3. <u>Lessor's Representation and Warranties</u>. Lessor represents and warrants to County that Lessor is the owner of the Building, and the Building is presently zoned to permit its use for the purposes contemplated by this Work Letter and the lease and is free of any covenants, restrictions and other encumbrances that would prohibit construction of the Tenant Improvements. In addition, Lessor represents and warrants that the individuals signing this Work Letter on behalf of Lessor are authorized to do so.

Lessor covenants and agrees that, subject to the occurrence of an Excusable Delay, it will cause the Substantial Completion Date, as defined below, to occur no later than 120 days after Lessor's receipt of all permits required to complete the Tenant Improvements (the "Outside Completion Date".

Lessor covenants and agrees that it shall use due diligence to complete the Tenant Improvements, and shall give County's representative email notice of Lessor's achievement of significant milestones, including (i) the issuance of a permit to the General Contractor for construction of the Tenant Improvements, (ii) the execution of a construction contract with the General Contractor, (iii) the issuance of MEP permits; (iv) Contractor's mobilization date; (v) completion of demolition, (vi) commencement of framing, and (v) the Outside Completion Date upon the issuance of all permits.

- 4. Base Building Work. Lessor, at Lessor's cost and expense, has constructed the Building shell and core (collectively, the "Base Building Work"). The Base Building Work includes, but is not limited to, the following elements of the Building: (a) concrete floors (without floor coverings), (b) finished perimeter walls (including windows, window frames, and doors), (c) finished ceilings, including lights and light fixtures, (d) finished restrooms, (e) closets for telephone and electrical systems (but not the telephone systems themselves), (f) Building mechanical, electrical, and plumbing systems within the Building core only, (g) interior core walls, (h) fire alarms and fire suppression systems on each floor of the Building, (i) all items necessary for the Building to satisfy, as of the date of this lease, the provisions of the Americans with Disabilities Act, including, without limitation, washrooms, elevators, drinking fountains, and the parking area, (j) all coderequired items relating to the other elements of the Base Building Work, such as exit signs, speakers, fire doors, and any other life-safety support system for each floor, and (k) dry wall and tape of interior columns.
- 5. <u>Tenant Improvements</u>. Subject to the conditions set forth below, Lessor shall construct and install the Tenant Improvements to the Premises. Any work on the Premises not included in Schedule 1 or a Change Order is to be performed at County's expense by

- County, or, if requested by County, by Lessor ("Tenant's Work"). The Lessor may not charge an administrative fee in connection with Tenant's Work.
- 6. <u>Build Out Allowance</u>. Lessor shall provide the County with an allowance in an amount equal to \$40/Square Foot of leased Premises, for a total of Six Hundred Ninety-Six Thousand Six Hundred dollars (\$696,600.00) (the "Allowance"). The County may use the Allowance for fees and costs connected with the Tenant Improvements that are approved by the County Representative, including, but not limited to: architect and design fees, hard construction costs, demolition fees, contractor fees, engineering fees, and the cost of plans and permits obtained in connection with the Tenant Improvements. Any portion of the allowance not required to complete the Tenant Improvements in accordance with the final plans referred to below is the property of the Lessor. To the extent that the actual costs incurred in the construction exceed the Allowance, County shall be solely responsible for any such costs and expenses and shall reimburse Lessor within 60 days of demand for any such sums.

7. Modifications to the Plans.

- a. Any and all modifications of, or amendments to, the Final Plans (including all working drawings and other supplements thereto, but excluding immaterial field changes, 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. County shall use reasonable efforts to respond to Lessor's request for modification within two business days. Samples of any substitute materials, together with any additional supplemental information that may be necessary for County's review, are to be submitted to County at the time the approval of modification is requested.
- b. The County may request changes, additions, and substitutions to the Final Plans. Any such changes, additions, and substitutions will be documented in a Change Order. If Lessor determines that the change, additions, or substitution will increase the time required to complete the Tenant Improvements, then the length of time available to attain the Substantial Completion Date will be extended by a reasonable period of time to accommodate the change, addition or substitution, as reasonably determined by Lessor. If as a result of one or more Change Orders, the actual cost of completing the Tenant Improvements is greater than the Allowance, the County shall pay the amount of the increase in costs that resulted from the Change Order(s) in accordance with Section 6 (Build Out Allowance).
- 8. <u>Inspections</u>. The County and its representatives may enter the Premises at all reasonable times for the purpose of inspecting the progress of construction of the Tenant Improvements, with at least 24 hours advance written notice. County and its representatives may not enter the Premises unless they are accompanied by a person designated by Lessor, if required by Lessor. During any site visit, the County and its representatives shall (i) comport themselves in accordance with the requirements of all

- relevant insurance policies, (ii) not unreasonably disrupt or delay the construction of the Tenant Improvements, and (iv) not give directions to (or otherwise interfere with) the Contractor or others performing the Tenant Improvements.
- 9. 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 Tenant Improvements, and, if applicable, shall deliver a certificate of occupancy to County, and (ii) cause the Tenant Improvements to be constructed in accordance with the following performance standards: the Tenant Improvements are to be constructed by well-trained, adequately supervised workers, in 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"). "Applicable Laws and Restrictions" means all laws (including, without limitation, the Americans with Disabilities Act), building codes, ordinances, regulations, title covenants, conditions, and restrictions, and casualty underwriters requirements applicable to the Premises and the Tenant Improvements. Lessor warrants that all Tenant Improvements shall be constructed 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 Premises does not waive this warranty and Lessor shall promptly remedy all violations of the warranty at its sole cost and expense.

10. <u>Completion Notice; Inspection; Substantial Completion Date.</u>

- a. When Lessor deems construction of the Tenant Improvements to be Substantially Complete, as defined below, Lessor shall tender delivery to County by delivering a "Completion Notice" in substantial conformity with Schedule 4. For purposes of this Work Letter, the phrase "Substantially Complete" means (i) construction of the Tenant Improvements 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 Premises, (iii) all necessary government approvals for legal occupancy of the Tenant Improvements have been obtained (including, if applicable, a Certificate of Occupancy), and (iv) all utilities are hooked up and available for use by County in the Premises.
- b. Upon receipt of the Completion Notice, a representative of the County, a representative of Lessor, and the Architect will immediately inspect the Tenant Improvements for the purpose of establishing that the Tenant Improvements are Substantially Complete. Once County and the Architect are satisfied that the Tenant Improvements appear to be Substantially Complete, both shall so indicate by countersigning the Completion Notice. The Premises will be deemed delivered to County on the day that both County and the Architect have countersigned the Completion Notice (the "Commencement Date" and the "Substantial Completion Date").
- 11. <u>Punchlist</u>. County has 30 days after 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 on or before ten business days after its issuance of the initial Punchlist. County's failure to specify any item on the Punchlist, however, does not waive Lessor's obligation to construct the Tenant Improvements in accordance with this Work Letter. Lessor shall remedy all items on the Punchlist as soon as practicable and in any event within 60 days after Lessor receives the Punchlist. If Lessor fails to remedy all items on the Punchlist within the 60- day period (exempt as to items, if any, that require more than 60 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 twenty-five percent (25%) of the Rent per month for a period not to exceed six months.

12. Tenant's Work. 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. The County shall cause any contractor performing Tenant's Work to provide the same insurance coverages as is required of Lessor's contractors and require that such contractors name Lessor as an additional insured on all such policies. Upon a timely request by County, Lessor shall perform the Tenant's Work through contractors selected by Lessor and approved by County (which approval shall not unreasonably be withheld or delayed). 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 Premises, subject to the same requirements set forth in Section 8 (Inspections) above, 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.

Lessor shall furnish water, electricity, adequate elevator service and HVAC to the Premises during the performance of any of Tenant's Work during normal working hours of the Tenant Improvement project, without charge to County.

13. <u>County's Rights if Substantial Completion Delayed.</u>

- a. If the Substantial Completion Date (as adjusted for Excusable Delays) does not occur by the Outside Completion Date, then for each day that the Substantial Completion Date is later than the Outside Completion Date, County is entitled to free rent for the number of days that the Substantial Completion Date is later than the Outside Completion Date.
- b. If the Substantial Completion Date (as adjusted for Excusable Delays) does not occur on or before the Outside Completion Date, the County may serve Lessor written notice of its intent to terminate this lease pursuant to this section, and if the Substantial Completion Date does not occur on or before the day that is 60 days after the date of the notice, the County's termination notice will be effective as of the date that is 60 days after the date of the notice.

c.

14. Construction Period Insurance.

- a. Throughout the performance of the Tenant Improvements and, if the Tenant's Work is performed by Lessor, throughout performance of the Tenant's 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 County shall be named as a party assured, together with the Lessor, contractor or subcontractor, as the case may be:
 - i. Lessor, Contractors, and Subcontractors: 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. Contractors and Subcontractors: 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. Contractors and Subcontractors: 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. All insurance required by this Section 14 may be carried in whole or in part under a blanket policy (or policies). Lessor agrees 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 fifteen 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.
- 15. <u>Risk of Loss</u>. If a material portion of the Tenant Improvements or a portion of the Building necessary for Tenant's use and enjoyment is damaged or destroyed prior to the Substantial Completion Date, and upon Architect's delivery to the parties its reasonable

opinion that the Building cannot be restored and the Tenant Improvements Substantially Completed prior to 120 days after the Scheduled Completion Date, then either Landlord or Tenant may terminate this Lease by delivering written notice to the other within seven (7) business days of receipt of Architect's determination. If the lease is terminated pursuant to this section, the proceeds of any Builders' Risk insurance paid to Lessor on account of damage to the Tenant Improvements shall be apportioned between Lessor and County based on their respective share of responsibility for the Budget (as amended); provided that if County has not yet contributed the entire amount of Budget in excess of the Tenant Improvement Allowance, such amount due to County shall be appropriately reduced, and funds apportioned based on the amount actually paid for the Tenant Improvements to the date of loss.

If the Premises 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 Premises and complete construction of the Tenant Improvements.

- 16. <u>Pre-Move-In Cleaning</u>. Lessor shall clean and ventilate the Premises immediately prior to County moving into the Premises.
- 17. Move-In. Lessor shall make available to County on any weekday between the hours of 8:00 a.m. and 6:00 p.m. and, in addition, at County's request, (i) either on any three weekends between the hours of 6:00 p.m. on Friday and 8:00 a.m. on Monday, or, (ii) in lieu of any weekend, any four nights between the hours of 7:00 p.m. and 8:00 a.m., and shall make available the electricity and HVAC that County may reasonably require in connection with County's moving into the Premises. County shall provide reasonable security at the Building in the event County moves into the Leased Premises at any time other than normal business hours, and Lessor shall provide a qualified property management employee during County's move-in during normal business hours and make a qualified property management available in person or by phone if such move in is after normal business hours.

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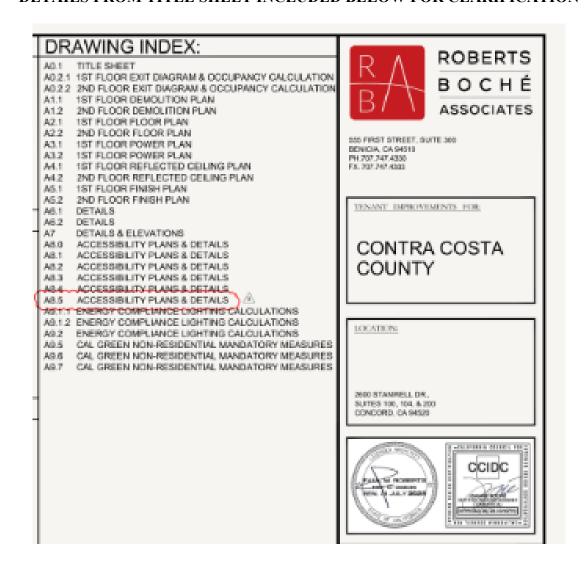
	Work Letter.		_
	The parties are executing this Work Letter	r simulta	neously with the execution of the lease
polit	UNTY OF CONTRA COSTA, a ical subdivision of the State of fornia	2600	Stanwell, LLC
Ву:	Warren Lai Director of Public Works	By:	Mollie Westphal President
REC	OMMENDED FOR APPROVAL:		
By:	Jessica L. Dillingham Principal Real Property Agent		
By:	Stacey Sinclair Senior Real Property Agent		
	ROVED AS TO FORM MAS L. GEIGER, COUNTY COUNSEL		
By:	Kathleen M. Andrus Deputy County Counsel		

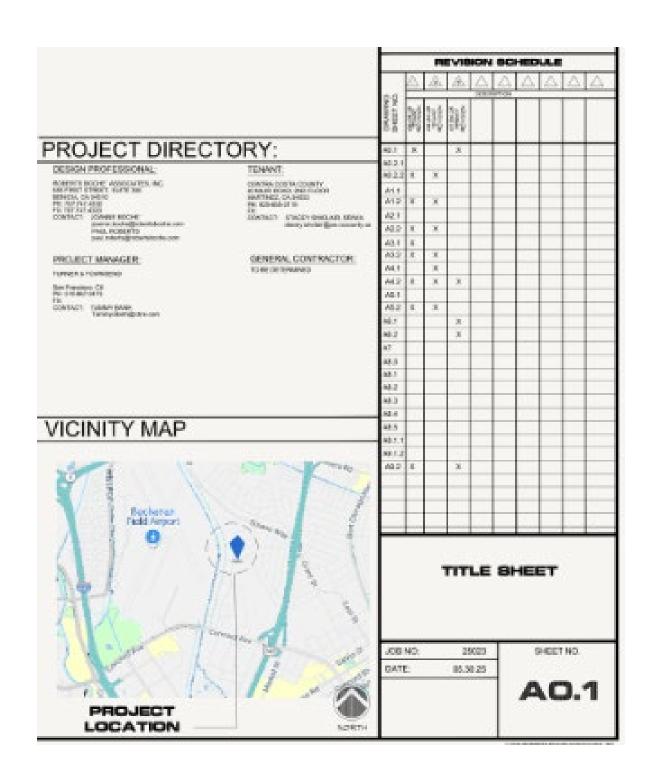
<u>Time of the Essence</u>. Time is of the essence in fulfilling all terms and conditions of this

18.

SCHEDULE 1

FINAL PLANS INCLUDING THE DOCUMENTS LISTED BELOW, AS UPDATED THROUGH REVISION 3, STAMPED JULY 31, 2025 DETAILS FROM TITLE SHEET INCLUDED BELOW FOR CLARIFICATION





SCHEDULE 2 BUDGET



Project Management Services

PROJECT PRELIMINARY BUDGET SHEET										
#:	k Tahara/Tammy Banh	Useable: Rentable: Plan Date: Pages:		7/30/25 Rev 3						
			TI	COMMENTS						
SUBTOTAL HARD COSTS FOR TI SUITE SUBTOTAL SOFT COSTS: SUBTOTAL PERMIT FEE: SUBTOTAL MEP PERMIT ALLOWANCES PM FEE CONTINGENCY @ 5% TOTAL BASE PROJECT COST:		\$ \$ \$ \$	66,956.25 74,697.96 20,000.00 32,773.82	WCI Base Bid Architect Fee City of Concord Permit Fee Budgetary Allowances for MEP Permit PJM Fee Contingency @ 5 %						
TENANT ALTERNATE PM FEE WITH ALTERNATE TOTAL ALTERNATE COSTS		\$ \$	26,599.00 1,329.95 27,928.95	Alternate #1 - HVAC						
TOTAL PROJECT COSTS w/ TENANT A	LTERNATE	\$1,	485,453.93							
Tenant's Signature Date:										
Landlord's Signature Date:	_									



Patrick Tahara Turner & Townsend 2175 N. California Blvd., Suite 300 Walnut Creek, CA 94596

2600 STANWELL CCC TI 2600 Stanwell Dr., Suites 100, 104, & 200

Concord, CA 94520

Revised Contract Proposal — Aug 22, 2025

TRADES	Cost
General Conditions / Supervision	\$27,445
Demo/Debris Removal	\$44,713
Bathroom Accessories	\$0
Drywall	\$112,776
Acoustical Ceiling	\$74,815
Concrete/Sawcutting	\$0
Carpentry	\$4,247
Doors/Frames	\$54,307
Insulation	\$0
Millwork	\$30,462
Glazing	\$4,675
Sprinklers	\$53,272
Flooring	\$115,364
Painting	\$23,488
Ceramic Tile Allowance	\$0
Plumbing	\$19,250
HVAC	\$219,563
Electrical	\$245,000
Window Covering ALLOWANCE	\$2,500
Cleaning/Protection	\$27,223
ADA Site Work	\$0
Life Safety ALLOWANCE	\$50,000
Appliances	\$0
General Requirements	\$0
Rental Equipment	\$0
Auto Door Actuators	\$0
Structural Steel	\$0
Wallcovering	\$0
Permits	\$0
Contractor's Fee (OH&P)	\$67,903
Contingency (0%)	\$0
Insurance(s) (1.5%)	\$16,688
	Total Cost

\$1,193,691

TOTAL *** Line Items with \$0 indicate no scope is called for by the drawings and not included in pricing. ***

ALTERNATES Additional Cost

1. HVAC

Alternate add to provide and install (1) new 3-ton ductless high-wall split system including new line-set and reconnection of existing condensate drain.

Total Cost

\$26,559

TOTAL COST OF ALTERNATES \$26,559

101 Ygnacio Valley Rd., Sulte 105 Walnut Creek, CA 94596 phone 925 256 5900 fax 925 256 5905 License 603759

1 of 2

Thank you for the opportunity to provide you with this Revised Contract Proposal. Feel free to contact our office should you have any questions.

Sincerely,

Jacob Shepner

Jacob Skepner Project Manager



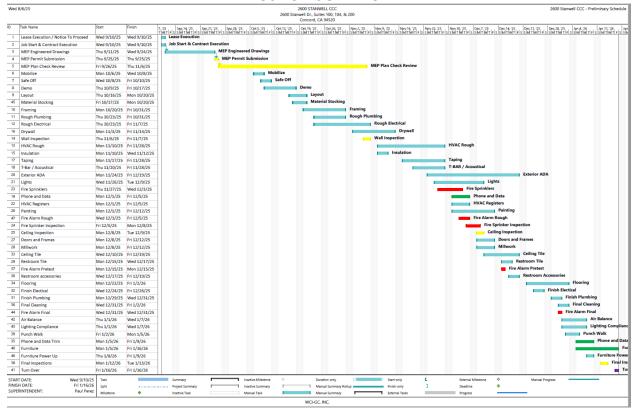
101 Ygnacio Valley Rd, Suite 105 Walnut Creek, CA 94596 925-258-5900 office 925-258-5905 fax www.wci-gc.com

> 101 Ygnacio Valley Rd., Suite 105 Walnut Creek, CA 54596 phone 925 256 5900 fax 925 256 5905 License 603759

2 of 2

SCHEDULE 3

PROJECT SCHEDULE



SCHEDULE 4

FORM OF COMPLETION NOTICE

To:	Contra Costa County		
From:	2600 Stanwell, LLC		
Date:			
Re:	Completion Notice		
	provided in compliance with Se l, LLC, and Contra Costa Count	ection 10 of that certain Work Letter datedty (the "Work Letter").	between
All terms not	otherwise defined herein have t	he meaning ascribed to them in the Work Letter.	
Tender by Les	<u>ssor</u>		
Lessor hereby with the Final	<u> </u>	d construction of the Tenant Improvements in substant	tial conformity
Landlord here	by tenders the Premises for deli	ivery to Tenant.	
		2600 Stanwell, LLC	
		By: Its:	
Certification b	by Architect		
		ative of [Architect], hereby represents that (s)he has in o be in substantial conformity with the Final Plans. [Architect]	ispected the
Date:		By: Its:	
Certification b	y Contra Costa County		
		ative of Contra Costa County, hereby represents that the cted and has determined them to be in substantial confe	
		Contra Costa County	
Date:		By: Its:	