

AMENDED AND RESTATED WORK LETTER

CONTRA COSTA COUNTY
SHERIFF – CORONER DEPARTMENT
9100 BRENTWOOD BOULEVARD
BRENTWOOD, CALIFORNIA

November 6, 2018

This amended and restated work letter (“**Work Letter**”) is part of the lease (“**Lease**”) dated October 17, 2017, between the CITY OF BRENTWOOD, a municipal corporation, as landlord (“**City**”), and the COUNTY OF CONTRA COSTA, as tenant (“**County**”), as amended by a first amendment dated November 6, 2018 (the “**Lease**”), under which the County is leasing office space in the building commonly known as 9100 Brentwood Boulevard in Brentwood, California (the “**Building**”), as more particularly described in the Lease.

This Work Letter supersedes the Work Letter between City and County dated October 17, 2017. The parties are amending and restating the October 17, 2017 Work Letter in order to permit Lessor to expand the scope of the improvements to be constructed and to increase the budget for each project.

Lessor and County mutually agree as follows:

In order to permit both the City and the County to operate law enforcement services from the Building, the City is making changes to the Building and the Parking Lot. In short, the City will do the following:

- Relocate certain of its staff and operations from the Interior Premises to another location in the Building (the new location, the “**City Space**”) in order to make the Interior Premises available to the County. The improvements being made to the City Space are identified on Schedule 1 (the “**City Improvements**”).
- Make the improvements to the Interior Premises that are identified on Schedule 2 (the “**Tenant Improvements**”).
- Expand the existing parking lot by engaging a contractor to pave and stripe a portion of the unimproved land adjacent to the existing parking lot, in the manner described on Schedule 3 (the “**Parking Lot Improvements**”). The Parking Lot Improvements may be made in an area that is not the Parking Area. Together, the City Improvements, the Tenant Improvements and the Parking Lot Improvements are the “**Improvements.**”

In addition to describing the Improvements, this Work Letter sets forth the County's obligation to pay for the cost of the Improvements, up to prescribed limits.

City and County therefore mutually agree as follows:

1. Terms. All capitalized terms not defined herein 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. City's Representation and Warranties. The City represents and warrants to the County that the City is the owner of the Property and that the Property is presently zoned to permit its use for the purposes contemplated by the Lease. The City covenants and agrees that it will use best efforts to cause the Substantial Completion Date, as defined below, to occur on or before January 1, 2019.
3. Improvements; Performance Schedule. The City shall require the City Improvements, the Tenant Improvements and the Parking Lot Improvements to be completed in accordance with the Performance Schedule, which, once completed, will be attached hereto as Schedule 4. For the purpose of this Work Letter, "**Performance Schedule**" means the schedule that (i) is agreed upon by the City and the County, (ii) identifies the work to be accomplished by the Completion Date, and (iii) sets forth the target dates for the commencement and completion of the architectural drawings and for commencement and completion of the work. City shall use commercially reasonable efforts to cause the Improvements to be completed in accordance with the Performance Schedule, subject to extension for delays caused by County or Force Majeure Delays. For purposes of this Amended and Restated Work Letter, "Force Majeure Delays" shall mean delays resulting from causes beyond the reasonable control of the City, including, without limitation, fire, flood, inclement weather, strikes, lockouts or other labor or industrial disturbance (whether or not on the part of agents or employees of either party hereto engaged in the construction of the Premises), civil disturbance, order of any government, court or regulatory body claiming jurisdiction or otherwise, act of public enemy, war, riot, terrorism, sabotage, blockage, embargo, failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority, earthquake, or other natural disaster, or any cause whatsoever beyond the reasonable control (expressly excluding financial inability under all circumstances) of the City, or any of its contractors or other representatives, whether or not similar to any of the causes listed above.
4. Payment Limitations. Subject to the provisions of Section 6(b), the cost of the Improvements may not exceed the following payment limits (each, a "**Payment Limit**") unless the County Representative approves a Change Order, as defined below, in writing.
 - a. City Improvements. The County will pay up to \$243,875 for the cost of the City Improvements.

- b. Tenant Improvements. The County will pay up to \$225,990 for the cost of the Tenant Improvements.
- c. Parking Lot Improvements. The County will pay up to \$239,935 for the cost of the Parking Lot Improvements.

The City may not charge an administrative fee in connection with the Improvements.

- 5. Preliminary Plans. The City and the County have prepared plans and specifications for the construction of the Improvements (“**Preliminary Plans**”). The City shall obtain the County Representative’s prior approval of the Preliminary Plans.
- 6. Competitive Bids.
 - a. The City shall use competitive bid packages approved by the County Representative to select contractors (each, a “**Contractor**”) to construct the Improvements in accordance with the Preliminary Plans. The City shall provide the County with a copy of all proposals and bids related to the construction of the Improvements. The City shall permit the County to attend any meetings between the City and potential contractors that precede the award of a contract.
 - b. If all bids received for an Improvement exceed the applicable Payment Limit, then the City and the County will meet to consider changes to the Preliminary Plans that will enable the Improvement to be completed at a cost that does not exceed the applicable Payment Limit.
- 7. Legal Compliance. The City shall require each Contractor to obtain the licenses and permits necessary to carry out the construction that is the subject of their contract. The City shall require each Contractor to carry out the construction that is the subject of their contract in accordance with Applicable Laws and Restrictions. “**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 any casualty underwriters’ requirements applicable to the improvement.
- 8. Final Plans. The City shall require each Contractor to create a final plan for the construction that is the subject of their contract that is in conformity with the relevant Preliminary Plan (each, a “**Final Plan**”). The Final Plans, and the costs associated therewith, are subject to the final written approval of the County Representative.
- 9. Change Orders. All Change Orders are subject to the prior written approval of the County Representative. A “**Change Order**” is a written agreement between the City and a Contractor that modifies a Final Plan (including the working drawings and other supplements thereto, but excluding immaterial field changes) or the Improvement Cost, as defined below. In no event may the cost of the Improvements exceed the limitations set forth in Section 4, Payment Limitations. The City shall bear any increased cost resulting

from a Change Order that is not approved in advance by the County Representative in writing.

10. Payments.

- a. Subject to the limitations set forth in Section 4, Payment Limitations, the County shall pay for the cost of each contract that is related to the construction of the Improvements, as determined through the competitive bid process described in Section 6, Competitive Bids, as refined by the creation of the Final Plans described in Section 8, Final Plans (such cost, the “**Improvement Cost**”).
- b. Once the Improvement Cost for a particular contract has been determined, the City will inform the County Representative of the Improvement Cost and the County will issue a check to the City for an amount required under the contract, provided, however, that in no event is the County obligated to pay more than the amount set forth for each project in Section 4, Payment Limitations. If a Change Order is subsequently approved by the County that increases the cost of the contract, the County will issue a check for the increased cost to the City, subject to the limitations set forth in Section 9, Change Orders.

11. Payment Reconciliation. As soon as practicable following the Substantial Completion Date, as defined below, the City shall provide the County Representative with a copy of all invoices related to the cost of the Improvements. To the extent the County has advanced funds to the City for the cost of Improvements that exceed (i) the limitations set forth in Section 4, Payment Limitations, or (ii) the actual cost of constructing an Improvement, the City shall refund such excess to the County. The City shall also pay the County the amount of any increased cost that results from a Change Order that was not approved by the County Representative. The City shall make such reconciliation payment(s) within 30 days after receipt of a written request from the County.

12. Completion Notice; Inspection; Substantial Completion Date.

- a. When the City deems that the Improvements have reached Substantial Completion, the City shall tender delivery of the Premises to the County by delivering a “**Completion Notice**” in substantial conformity with Schedule 5. For purposes of this Work Letter, the term “**Substantial Completion**” means (i) construction has been substantially completed, (ii) there is no incomplete or defective work that unreasonably interferes with the County’s use of the Interior Premises or the Parking Area, (iii) any necessary government approvals have been obtained, and (iv) all utilities are connected and available for use by the County.
- b. As soon as practicable following the County’s receipt of the Completion Notice, a representative of the City and a representative of the County will inspect the Premises for the purpose of establishing that Substantial Completion of both the Interior Premises and the Parking Area has occurred. Once the County is satisfied that there is Substantial Completion, the County will countersign the Completion Notice. The

Premises will be deemed delivered to County on the day that the County countersigns the Completion Notice (the “**Commencement Date**” and the “**Substantial Completion Date**”).

13. Punchlist. The County has sixty days from the Substantial Completion Date to provide the City 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**”) with respect to the Tenant Improvements and the Parking Lot Improvements. The County’s failure to specify any item on the Punchlist, however, does not waive the City’s obligation to construct the Improvements in accordance with this Work Letter. The City shall remedy all items on the Punchlist as soon as practicable and in any event within thirty days of the City receives the Punchlist. If the City fails to remedy all items on the Punchlist within the thirty-day period (exempt as to items, if any, that require more than thirty days to complete), then County may, upon twenty day’s prior notice to the City, complete any Punchlist items and deduct the cost of such work from the Rent next coming due under the Lease until County is reimbursed in full.
14. Pre-Occupancy Cleaning. The City shall clean and ventilate the Interior Premises immediately prior to the County moving into the Interior Premises. The City shall broom clean the Parking Area prior to delivering it to the County.

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15. Move-In. The City shall make the Interior Premises available to the County for move-in on the dates and at the times specified by the County following the Substantial Completion Date. Move-in shall take place no more than 30 days after the Substantial Completion Date.

The parties are signing this Work Letter as of the date first set forth above.

COUNTY

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

By: _____
Brian Balbas
Interim Director of Public Works

RECOMMENDED FOR APPROVAL:

By: _____
Karen A. Laws
Principal Real Property Agent

By: _____
David L. Silva
Supervisory Real Property Agent

APPROVED AS TO FORM
SHARON L. ANDERSON, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

CITY

CITY OF BRENTWOOD, a municipal corporation

By: _____
Gustavo "Gus" Vina
City Manager

APPROVED AS TO FORM

By: _____
Damien Brower
City Attorney

SCHEDULE 1

City Improvements

SCHEDULE 2

Tenant Improvements

SCHEDULE 3

Parking Lot Improvements

SCHEDULE 4

Performance Schedule

SCHEDULE 5

FORM OF COMPLETION NOTICE

To: Contra Costa County
From: City of Brentwood
Date: _____, 201__
Re: Completion Notice

This notice is provided in compliance with Section 12 of the Work Letter dated November 6, 2018, between City of Brentwood 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 City

City hereby notifies the County of the Substantial Completion of the Improvements.

The City hereby tenders the Premises for delivery to County.

City of Brentwood

By: _____
Its: _____

Certification by Contra Costa County

The undersigned, a duly authorized representative of Contra Costa County, hereby acknowledges the Substantial Completion of the Improvements.

Contra Costa County

Date: _____ By: _____
Its: _____