



Agenda # _____ July 10, 2012

AGENCY ADMIN. & FINANCE
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June 14, 2012

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

Dear Board Members:

SUBJECT: APPROVE LEASE MODIFICATION FOR THE ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES AGENCY TO RE-CARPET AND PAINT THE 4TH AND 5TH FLOOR SUITES FOR 2000/1900 EMBARCADERO BUSINESS PARK, OAKLAND, CALIFORNIA; MASTER CONTRACT NO. 900881; PROCUREMENT CONTRACT NO. 7598; AMOUNT: NOT TO EXCEED \$268,000.

RECOMMENDATION:

- A. Approve a Lease Modification between Embarcadero Business Park, LLC, a California limited liability company (POC: Alair Dias, Property Manager, Colliers International, 2000 Embarcadero Business Park, Suite 100, Oakland, California 94606-5300) (Tax ID: 94-3290715), Landlord, and the County of Alameda, Tenant, for the re-carpeting and painting of the 4th and 5th floor suites and related costs at 2000 Embarcadero Business Park, Oakland, California, for the Health Care Services Agency's Behavioral Health Care Services (BHCS). The work will be performed by landlord at BHCS's expense. The monthly lease cost remains unchanged; Master Contract No. 900881, Procurement Contract No. 7598;
- B. Authorize a one-time project expenditure not to exceed \$268,000 which covers re-carpet and paint costs of \$253,212, existing furniture move costs of \$5,280, communications costs of \$5,000 and Property and Salvage moving costs of \$4,000; and
- C. Authorize and direct the Auditor-Controller to make the budgetary adjustments listed on the attached financial recommendation.

DISCUSSION/SUMMARY:

BHCS has occupied leased space at 2000 and 1900 Embarcadero Business Park, Oakland, California, for the past 15 years. Occupancy of the 4th and 5th floors at 2000 Embarcadero Business Park began in 1997 and includes a conference center extensively used for large meetings and training sessions, as

well as critical office space with high foot traffic. After so much time, the wall paint has worn and the aging carpet poses potential safety issues requiring replacement. To accomplish this task, staff will be temporarily relocated, in phases, from the affected areas for the duration of the project.

All renovation costs, including temporary relocation of staff, are included in the one-time project costs.

FINANCING:

BHCS is funding this project with MHSA funds. A budgetary adjustment for this project is included to increase FY 2012-13 ISF Appropriations. There is no increase in net County cost.

Very respectfully,



Alex Briscoe
Director, Health Care Services Agency



Aki K. Nakao
Director, General Services Agency

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Attachments

cc: Susan S. Muranishi, County Administrator
Patrick J. O'Connell, Auditor-Controller
Donna Ziegler, County Counsel
Dr. Marye Thomas, Director, Behavioral Health Care Services

FINANCIAL RECOMMENDATION

AGENDA DATE: 7/10/2012

Subject of Board Letter: Increase Appropriation for 2000 Embarcadero 4th & 5th floor Remodel Project

BY: 2013

FUND: 31030

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
410191	441010	00000		\$258,212
ORG TOTAL				\$258,212

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$258,212

The increase (decrease) in appropriations, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
410191	610072	00000		\$258,212
ORG TOTAL				\$258,212

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$258,212

FINANCIAL RECOMMENDATION

AGENDA DATE: 7/10/2012

Subject of Board Letter: Increase Appropriation for 2000 Embarcadero 4th & 5th floor Remodel Project

BY: 2013

FUND: 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
350551	452120	00000		\$267,492
ORG TOTAL				\$267,492

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$267,492

The increase (decrease) in appropriations, as follows:

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
350500	630051	00000		\$258,212
	610000	00000		\$9,280
ORG TOTAL				\$267,492

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$267,492

SECOND MODIFICATION TO LEASE

ORIGINAL

This SECOND MODIFICATION TO LEASE, (the "Modification"), is made and entered into as of this _____ day of _____ 2012, by and between County of Alameda, (the "Tenant" or "County"), and Embarcadero Business Park, LLC a limited liability company, (the "Landlord"), with respect to that certain lease dated July 31, 2007, (the "Original Lease"), pursuant to which Tenant leases from Landlord those certain premises described as Suites 101, 110, 201, 302, 400, 401 and 500 at 2000 Embarcadero and Suites 100, 101, 103, 205, 208, 300, 400, and 401 at 1900 Embarcadero, Oakland, CA, (the "Premises") as modified by the First Modification to Lease, dated December 20, 2011.

RECITALS

Landlord and Tenant mutually desire to renovate certain portions of the Premises, specifically the entire areas on the 4th and 5th floors at 2000 Embarcadero, Oakland, CA, and modify other terms and conditions.

NOW THEREFORE, Landlord and Tenant hereby agree as follows:

1. Except as otherwise stated in this Modification, (a) all initially capitalized terms in this Modification shall have the respective defined meanings stated in the Original Lease, and (b) the terms and provisions of this Modification will be considered effective after both parties have affixed their respective signatures on this Modification (the "Effective Date").
2. Premises Renovation Area: Landlord shall perform the following improvements ("Tenant Improvement"):
 - a. Re-carpet and repaint, which shall include :
 - i. Moving and/or lifting furniture to accomplish the work; and
 - ii. Removing all bulletin boards prior to work and re-attach to walls at completion; and
 - iii. Painting shall include an accent color in the lobby area of the 4th Floor; and
 - iv. Removing wall bases and correct walls for lower base heights; and
 - v. Painting all surfaces that are currently painted including walls, hard ceilings, concrete, beams and elevator doors; and
 - vi. Removing old carpet and replacing in all areas that currently have carpet including the elevator that provides service between Floors 4 and 5; and
 - b. Prior to painting remove all switch/outlet/data/HVAC covers, reinstall, and if necessary replace, at completion of painting.
 - c. For stained doors and trim, clean and re-stain as necessary. If there is a dispute as to what is necessary, County shall make the final determination.

All work shall be done in accordance with the specification in Section 3 of this Modification. These Tenant Improvements shall be done for suites 400, 401 and 500, comprising of the entire 4th and 5th floors, at 2000 Embarcadero, Oakland, CA (the "Renovation Area").

3. Tenant Improvements by Landlord: Landlord shall provide all Tenant Improvements in a manner and to the specifications detailed below. Landlord shall present specifications for Tenant's review and approval prior to ordering any work. Tenant shall submit its comments and/or changes to Landlord within five (5) business days from its receipt of the specifications from Landlord. Tenant shall sign on the final specifications documents as acknowledgement that it accepts the specifications to be built.
- a. Landlord shall complete the Tenant Improvements in phases, in accordance with schedule attached hereto as Exhibit A
 - b. Landlord shall complete all the Tenant Improvements subject to Tenant's approval, which shall not be unreasonably withheld, within ninety (90) days of execution of this Modification. Landlord shall pay and cause its contractor(s) to pay prevailing wages as required by the Labor Code, Section 1720.2.
 - c. County shall pay Landlord, on completion of the Tenant Improvements, up to \$225,694 for:
 - i. Actual cost of the Tenant Improvement;
 - ii. A fee equal to five percent (5%) of the actual costs incurred by Landlord for the Tenant Improvements may be added by Landlord, its construction manager or the property manager for administration of Tenant Improvements.
 - d. Any additional improvements requested and approved by Tenant that exceed this amount shall be at the expense of Tenant. Tenant shall use its best efforts to reimburse Landlord within thirty (30) days of substantial completion of the Tenant Improvement for expenses incurred beyond this amount, but no sooner than receipt and approval by County of written invoice, and any supporting documentation requested, for work actually performed.
 - e. Codes. Landlord shall perform all work in accordance with the most current editions of the following codes and standards:
 - Local Building Code, current edition
 - Local Plumbing, Electrical, Mechanical and Fire codes, current edition
 - State Building Code, Title XXIV
 - California Administrative Code
 - Comprehensive Environmental Response Compensation and Liability Act
 - Americans With Disabilities Act, current updates
 - All other codes enforced within local jurisdiction
 - f. Permits. All required permits for the construction, remodeling, testing, or debris removal are to be obtained by the Landlord from those jurisdictions having such authority to grant them.
 - g. Schedules. Landlord shall provide County with a detailed work schedule as soon as practicable upon full execution of this Second Modification.
 - h. Remodeling Debris. Upon completion of Tenant Improvements, Contractor must remove all debris and surplus material from the "Renovated Area" and thoroughly clean the work area and any common areas impacted by the work prior to occupancy by County.
 - i. County Walk-through/Punchlist. Landlord shall provide County fifteen (15) days prior written notice of the expected date of Substantial Completion. Within five

(5) days following or upon Substantial Completion of the Improvements, County and Landlord shall conduct a walk-through inspection of the work to determine County's acceptance of the work and to agree on the Punchlist of items of Landlord's Work still to be completed by Landlord ("Punchlist").

- j. Completion of Punchlist Items. Landlord's contractor shall complete all Punchlist items within thirty (30) days after the walk-through inspection.
- k. Color Selections. County shall approve all colors prior to the ordering of any materials requiring color choice.
- l. Painting. Fuller-O'Brien, Sherwin-Williams, Benjamin Moore, or equal. Minimum shall include one coat primer with P.V.A. primer sealer, and two finish coats. Apply additional coats if necessary to provide uniform coverage and full hiding. All tool marks, nail holes, defects shall be sanded smooth prior to painting. Paint all exposed conduit in finished areas. Paint all interior surfaces of air ducts, baseboard heating units that are visible through grilles and louvers with one coat of flat black paint. Paint dampers exposed behind louvers, grilles to match face panels. Paint chips will be provided to County within one (1) week of Lease execution for primary wall and door colors. Brushouts (8" x 10") will be provided to County for approval.
- m. Subfloor. Landlord shall repair the subfloor as needed.
- n. Carpet. Minimum 36 oz. glue-down with color acceptable to County. County shall be provided with carpet samples to select color within thirty (30) days of executing this Modification. The carpet must be static control carpet with maximum rating below 3.0 KV at 20 percent (20%) relative humidity. Seams shall be uniform, unnoticeable, and permanent: a seaming diagram will be provided in the construction documents. Landlord shall provide a minimum of three percent (3%) stock for County storage for future repairs. Landlord shall provide same die lot for entire installation. Provide a warranty for the Term of the Lease on product and installation not in excess of the manufacturer's warranty. Type of carpet shall be limited to green selections as set forth in Exhibit B.
- o. Resilient Flooring. Vinyl composition tile, 12" x 12" Armstrong Standard Excelon Tile, shall be provided in break rooms, kitchens, storage rooms, copy rooms, restrooms, janitor's closets, and utility rooms. County to be provided with samples to select color within one (1) week of executing County's Modification.
- p. Base. In conjunction with the installation of all carpeting, remove and replace all current molding with rubber cover base that is a minimum of 4" high. Standard "Roppe" or "Burke" rubber base, 48" cut lengths, 1/8" thick, with premolded inside and outside corners shall be provided along all partitions, cabinet bases. Straight base shall be provided with carpet flooring and cove base shall be used with VCT and hard flooring. Provide tile/carpet joiner reducer moldings. County shall be provided with samples to select color within one (1) week of Landlord issuing construction documents.
- q. Construction Waste Management. Contractor must at all time keep areas outside the work area free from waste material, rubbish, and debris and shall remove waste materials from the Building on a regular basis. All existing building materials removed and not reused in the construction must be disposed of by Contractor according to the Construction Waste Management plan, defined below, unless otherwise directed by the Building manager.
 - i. Recycling construction waste is mandatory. Recycling construction waste means providing all necessary services to furnish construction materials or

wastes to organizations that will reuse, employ these materials or wastes in the production of new materials, or as appropriate for the conversion of waste into energy. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

- ii. Prior to construction commencement, the Contractor must submit to the Landlord a construction waste management plan following industry standards to recycle construction waste (Construction Waste Management Plan). The Construction Waste Management Plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Landlord, upon written request of the Contractor, may permit alternative means of disposal.
- iii. Contractor must recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
 - Ceiling grid and tile;
 - Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 - Duct work and HVAC equipment;
 - Wiring and electrical equipment;
 - Aluminum and/or steel doors and frames;
 - Hardware;
 - Drywall;
 - Steel studs;
 - Carpet, carpet backing, and carpet padding;
 - Wood;
 - Insulation;
 - Cardboard packaging;
 - Pallets;
 - Windows and glazing materials;
 - All miscellaneous metals (as in steel support frames for filing equipment); and
 - Other finish and construction materials.
- iv. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, mercury, polychlorinated biphenyls (PCB's), or other harmful substances, they must be handled and removed in accordance with applicable federal, state, and local laws and requirements governing the disposal of hazardous waste.
- v. In addition to providing "one time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Contractor shall provide continuous facilities for the recycling of incidental construction waste during the construction.
- vi. The Contractors must maintain construction materials recycling records. These records must be provided to the Landlord immediately upon the Landlord's request. Records must include materials recycled or landfilled, quantity, date, and identification of hazardous wastes. At the conclusion

of construction, the Contractor must give the Landlord a final report detailing the materials including hazardous wastes and quantities recycled, landfilled, or disposed of in a lawful manner.

- r. Indoor Air Quality During Construction. The Contractor must use materials that comply with the following indoor air quality requirements:
- Adhesives and sealants have VOC content less than the current VOC content limits of South Coast Air Quality Management District (SCAQMD) Rule #1168, or sealants used as fillers meet or exceed the requirements of Bay Area Air Quality Management District Regulation 8, Rule 51;
 - Paints and coating have VOC emissions not exceeding the VOC and chemical component limits of Green Seal's Standard GS-11;
 - Composite panels and agrifiber products that contain no added urea-formaldehyde resins;
 - Resilient flooring products that comply with California Section 01350 program requirements;
 - Carpet that meets the requirements of the CRI Green Label Plus Carpet Testing Program;
 - Carpet cushion that meets the requirements of the CRI Green Label Testing Program.
- i. The Contractor must provide to the Landlord material safety data sheets (MSDS) and other appropriate documents immediately upon request, but prior to installation or use for the following products including but not limited to: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, and finishes for wood surfaces.
- ii. The Landlord reserves the right to prohibit the Contractor from installing or using products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials that the Contractors may use frequently, or in large quantities will receive the greatest amount of review.
- iii. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Contractor and its employees, officers, agents and all Subcontractors must comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- iv. To the greatest extent possible, the Contractor must sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- v. Where demolition or construction work occurs adjacent to occupied space, the Contractor must erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

- vi. During construction, the Contractor must meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.
- vii. Contractor must protect any absorptive materials that are installed or stored onsite from moisture damage.
- viii. If air handlers are used during construction, the Contractor must provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 at each return air grill, as determined by the ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) 52.2-1999 standard.

Except as otherwise set forth herein, and to the extent necessary to give effect to the provisions hereof, the terms and conditions of the Original Lease shall remain unmodified and in full force and effect. If any provision of the specifications related to the work to be performed under this Modification are in conflict with the Original Lease or First Modification, the interpretation most beneficial to the County, with the best quality construction, shall apply unless waived in writing by the County.

IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates appearing below their respective signatures.

LANDLORD:

TENANT:

Embarcadero Business Park, LLC
a limited liability company

COUNTY OF ALAMEDA

By: 
its: Managing Member
Date: 5/30/12

By: _____
President, Board of Supervisors
Date: _____

Approved as to Form
Donna R. Ziegler, County Counsel

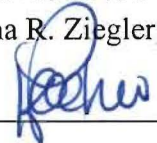
By: 

EXHIBIT A

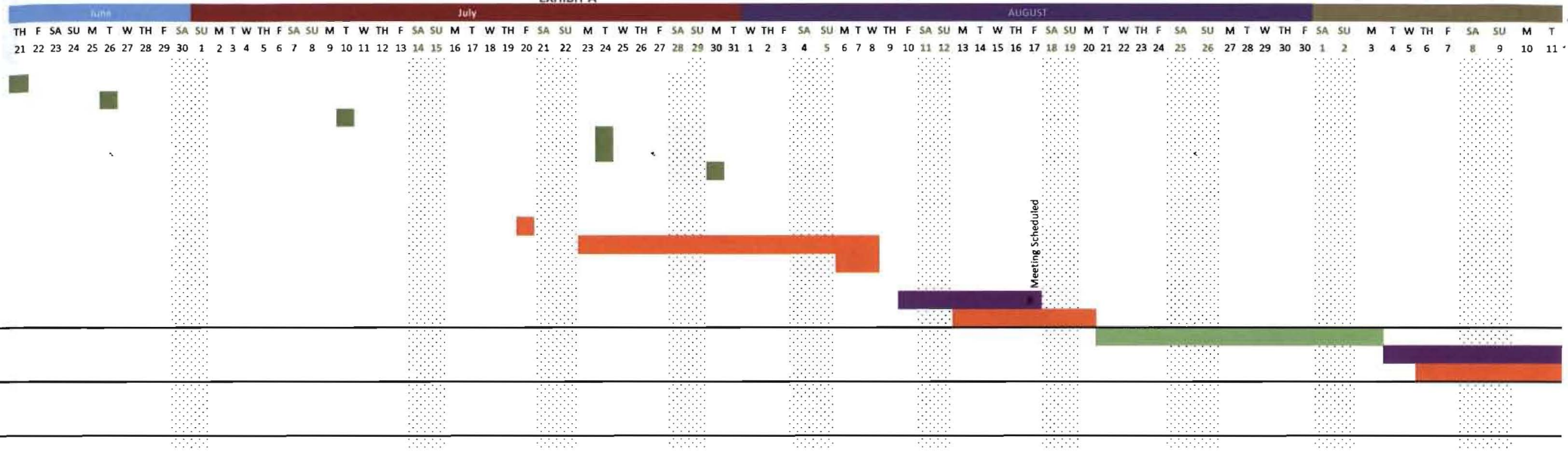


EXHIBIT B

Alameda County Fire Department Approved Green Carpet Specifications

Manufacturer	Backing Name	Type	Backing Material	Recommended Adhesive Name	Recommended Adhesive Application*
Bentley Prince Street	High PerformancePC	Broadloom	Latex	HealthBond 1500 Ultra Green Plus	Site-applied wet
Bentley Prince Street	NexStep Cushion Tile	Modular	Polyurethane with attached cushion	HealthBond Encore 8700	Site-applied wet
Bentley Prince Street	Prestige PlusRC	Broadloom	Polyurethane with attached cushion	HealthBond 1500 Ultra Green Plus	Site-applied wet
Cambridge	Nexterra	Modular	PET and Glass		
Interface	NexStep	Modular	Polyurethane		
J+J/Invision	Eko	Modular	Polyurethane	Commercialon Premium Modular Adhesive	Site-applied wet
J+J/Invision	Premier Bac Plus	Broadloom	Latex	Commercialon Premium Carpet Adhesive	Site-applied wet

Manufacturer	Backing Name	Type	Backing Material	Recommended Adhesive Name	Recommended Adhesive Application*
J+J/Invision	Titan Bac Plus	Broadloom	Latex	Commercialon Premium Carpet Adhesive	Site-applied wet
Mannington	UltraBac RE Broadloom Carpet	Broadloom	Enhanced SBR polymer latex	MC411 Multi-purpose (standard) M-Guard 418 Multi-purpose	Site-applied wet
Masland Contract	SBR	Broadloom	SBR-Latex		
Milliken	Commercial Broadloom with Actionbac	Broadloom	Polyurethane	TractionBack®	No adhesive
Milliken	ESP Cushion Back Carpet Tile	Modular	Polyurethane	TractionBack®	No adhesive
Milliken	Milliken ES Cushion Back Carpet Tile	Modular	Polyurethane	TractionBack®	No adhesive
Mohawk	Ecoflex (cushion)	Modular	Urethane	TMG EmPress PSA Pressure Sensitive TMG EmPress HP-200 Encycle & EcoFlex High	Site-applied wet

				Performance	
Manufacturer	Backing Name	Type	Backing Material	Recommended Adhesive Name	Recommended Adhesive Application*
Mohawk	Resin 8 RC Modular Tile	Modular	Thermoplastic	Self-Lock	Pre-applied adhesive
Mohawk	Resign 8 RE Modular Tile	Modular	Thermoplastic	SelfLoc	Pre-applied adhesive
Mohawk	Unibond (LEES only)	Broadloom	Thermoplastic	Lees Wet Set	Site applied Wet
Mohawk	Unibond RE (LEES Brand only)	Broadloom	Thermoplastic	Lees Wet Set	Site-applied wet
Mohawk	UPS RE and UPS RE BLOC (Bigelow, Karastan only)	Broadloom	Integrated face/back	TMG NuBroadlok Premium Multipurpose	Site-applied wet
Mohawk	Woven Nylon (Bigelow, Karastan only)	Broadloom	Interfaced face/back	TMG NuBroadlok Premium Multipurpose	Site-applied wet
Shaw	Ecologix Tile	Broadloom	Thermoplastic polyolefin	Style number 5000 or 5100 adhesive pressure sensitive Style number 5000 or 5100 adhesive pressure sensitive	Site-applied wet

Shaw	Ecworx Broadloom	Broadloom	Thermoplastic polyolefin	Adhesive product nbr 3500 Hi-solid or 3600 Hi solid	Site-applied wet
Manufacturer	Backing Name	Type	Backing Material	Recommended Adhesive Name	Recommended Adhesive Application*
Shaw	Ecworx Tile (Shaw Commercial, PatCraft Designweave)	Modular	Thermoplastic polyolefin	Style number 5000 or 5100 adhesive pressure sensitive Style number 5000 or 5100 adhesive pressure sensitive	Site-applied wet
Shaw	Ecworx Performance Broadloom	Broadloom	Thermoplastic polyolefin	Adhesive product number 3500 Hi-solid or 3600 Hi solid	Site-applied wet
Shaw	TekLok and Ultraloc Pattern (PatCraft Designweave, Shaw Commercial)	Broadloom	TekLok (SBR Latex)Ultraloc (SBR Latex)	Adhesive product number 1000 or 1200 premium quality standard adhesive	Site-applied wet
Tandus	Ethos Modular Tile	Modular	PVB	C-EX adhesive	Site-applied wet
Tandus	Powerbond Ethos Cushion	Broadloom (6ft)	PVB	Powerbond RS adhesive system	Self-stick pre-applied adhesive

Note: All carpets with platinum rating contain at least 10% post-consumer recycled content.

Definitions:

- **Site-applied wet:** either Low VOC or solvent free, the adhesive is applied onto the ground wet and carpet is placed when the glue becomes tacky.
- **Pre-applied adhesive:**
 - Self-Lock System is available exclusively on Mohawk carpets backed with Encycle (Thermoplastic);
 - Mill applied adhesive is pre-applied onto the Tandus carpet backing.
- **Non-wet, tab:** Interface Tactile System is adhesive free, using small tabs to hold the corner bottoms of carpet in place.
- **No adhesive:** Milliken's TrackBack system is a bio-based, adhesive-free modular installation system that eliminates off-gassing and Volatile Organic Compounds (VOCs)