

**SECOND AMENDMENT TO LEASE
BY AND BETWEEN THE CITY OF RIVERSIDE AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

2880 Hulen Place, Riverside, California 92501

This Second Amendment to Lease by and between the CITY OF RIVERSIDE and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**Second Amendment**”), is made and entered into this _____ day of _____, 2022, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“**Lessor**”), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California nonprofit corporation formed under Article 9 of the California Constitution (“**Lessee**”). Collectively the Lessor and Lessee are referred to as “**Parties,**” or individually as “**Party.**”

RECITALS

A. On May 13, 2020, Parties entered into a Lease (“**Lease**”) for certain space within the building located at 2880 Hulen Place, Riverside, California 92501, at the southeast entrance of a cul-de-sac generally known as the “Hulen Campus” (“**Premises**”).

B. On June 29, 2022, Parties entered into a First Amendment to Lease (“First Amendment”), to extend the term of the Agreement to May 11, 2024.

C. The Parties would like to amend the Agreement to define increased tenant improvements to the building and possible funding sources required to complete the project.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, Parties agree as follows:

1. Section 1.8 of the Lease is amended to provide that the term “Common Areas” includes staff restrooms that are restricted to Lessor and Lessee’s staff and the public restrooms that are for public use.

2. Section 1.9 of the Lease is amended to add the following sentence: “Lessee will have a non-revocable right to utilize staff restrooms within the Building for employee and staff and the public restrooms for customer and invitee use and for engaging in clinical activities/purposes that fall under the Permitted Use Section and Program Planning Exhibit of this Lease.”

3. The Parties agree that Lessee is not required to seek Lessor approval to perform the Tenant Improvements set forth in the “Tenant Improvement Scope”, attached hereto as Exhibit “A-1” and incorporated herein by reference.

4. Lessee shall pay for maintenance and operations of all equipment installed in the clinic including water heaters, light fixtures, thermostats, smoke detectors and fire alarm systems, door badge swipe and panic buttons, electrical, telephone and data ports.

5. Lessee shall pay for maintenance and operations of all exterior changes due to reconfigured path of travel including landscaping that meets City's landscape requirements, parking lot improvements to the Hulen Place side lot, walkways, gates, fencing, gate locks and remote access panels, and security monitoring of the Hulen Place side parking lot, walkways, gates, and kennel.

6. All terms and conditions of the Lease that are not inconsistent with this Second Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

[SIGNATURES ON FOLLOWING PAGE.]

The Parties hereto have executed this Second Amendment on the dates specified below their respective signatures.

LESSOR

LESSEE

THE CITY OF RIVERSIDE, a
California charter city and municipal
corporation

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, a California nonprofit
corporation formed under Article 9 of the
California Constitution

By: _____
City Manager

By: Thomas Toepfer

Name: Thomas Toepfer

Its: Executive Director, Real Estate

Dated: _____

Dated: 9/30/22

Attested to:

By: Trisha Marinko

By: _____
City Clerk

Name: Trisha Marinko

Its: Real Estate Officer III

Dated: 9/30/2022

APPROVED AS TO FORM:

By: [Signature]
Senior Deputy City Attorney

Exhibit A-1
Scope of Work

2880 Hulen Place - UCR Health Medical Clinic within City of Riverside's homeless shelter
Preliminary Design Cost Estimate
9/1/2022

Tenant Improvement Scope

ADA improvements (restrooms, exterior modifications, interior signage, door hardware, etc.)
Plumbing improvements to add sinks in (2) exam rooms
Install sinks with cabinets in exam rooms
Replace (2) existing sinks with new
Install water heater(s) as needed (tank or tankless - whichever is least expensive)
Build IT room with dedicated CRAC unit
New flooring and base
Patch and paint interior walls
Paint windows and fur out wall on west side for wet/dry room and storage room
Seal windows currently leaking
New window coverings
New ceiling tiles (salvage existing tbar)
Relamp lights to LED or replace fixtures (whichever is least expensive)
Replace doors throughout unit with glass to solid
Install smoke detectors and fire extinguishers
Install Fire Alarm System
Replace (2) thermostats
Install door badge swipe and panic buttons per SOM IT specs (\$10k allowance)
Replace existing data/phone ports with new runs back to IT room
Remove weeds and plants on west side (planters touching building only), install mulch to cover
Restripe west parking lot (excludes slurry and/or asphalt repairs) Ensure accessible parking stalls comply with current ADA Standards
New pathway from ADA spaces on west side to public sidewalk on Hulen
Install remote opener for west lot gate
Install signage for ADA at west gate
Install new larger building numbers (to code)
Install exterior building lighting (to code)
Install exterior building signs on both east and west entrances (not illuminated)
Paint exterior entry on west side and south side along Hulen Pl. (frontage only)
Remove existing exterior building sign from prior clinic on east side, patch and paint panel Pedestrian access gate - provide landing and strike edge clearance.

Does NOT include Building Mechanical or Electrical system modifications
Does NOT include any roof repairs or replacement
Does NOT include landscape architectural drawings, street improvement plans or other exterior plans
Does NOT include any hydrology studies, hazardous material testing or special inspections

Schedule of Performance

957471 Hulen Place_20220901.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	T
1		Construction Drawings (Architect/Code Compliance)	146.88 days	Thu 5/19/22	Thu 12/15/22		
2		Kick off Architect	1 day	Thu 5/19/22	Thu 5/19/22		
3		Engineer Design to 50% CD	3 mons	Thu 5/19/22	Tue 8/16/22	2	
4		UCR Review	25 days	Tue 8/16/22	Wed 9/21/22	3	
5		Architect Design to 90% CD	15 days	Wed 9/21/22	Wed 10/12/22	4	
6		Submit 90% CD (1st PC)	20 days	Wed 10/12/22	Wed 11/9/22	5	
7		Architect address comments	10 days	Wed 11/9/22	Wed 11/23/22	6	
8		Submit 100% CDs (2nd PC)	15 days	Wed 11/23/22	Wed 12/14/22	7	
9		Construction Drawing Approval / Permit Issued	1 day	Wed 12/14/22	Thu 12/15/22	8	
10		Architect to submit Book Specs	15 days	Wed 11/23/22	Wed 12/14/22	8FF,6SF	
11		Project Bidding (Contracts)	39 days	Wed 12/14/22	Tue 2/7/23		
12		Contract Preparation, review, (20 days	Wed 12/14/22	Wed 1/11/23	10	
13		Pre-Bid Conference	1 day	Wed 1/18/23	Thu 1/19/23	12FS+5 days	
14		RFI period	5 days	Thu 1/19/23	Thu 1/26/23	13	
15		Issue Addendum	3 days	Thu 1/26/23	Tue 1/31/23	14	
16		Bids Due	5 days	Tue 1/31/23	Tue 2/7/23	15	
17		Contractor Award (Contracts)	22 days	Fri 2/10/23	Tue 3/14/23		
18		Bid Acceptance	1 day	Fri 2/10/23	Mon 2/13/23	16FS+3 days	
19		Protest Period	3 days	Mon 2/13/23	Thu 2/16/23	18	
20		Notice of Selection	2 days	Thu 2/16/23	Mon 2/20/23	19	
21		Contractor - signatures/insurar	10 days	Mon 2/20/23	Mon 3/6/23	20	
22		Notice to Proceed (NTP)	2 days	Mon 3/6/23	Wed 3/8/23	21,20	
23		PreConstruction Meeting	1 day	Mon 3/13/23	Tue 3/14/23	21FS+5 days	
24		Construction (Contractor)	80 days	Wed 3/8/23	Wed 6/28/23		
25		Submittals	5 days	Wed 3/8/23	Wed 3/15/23	22	
26		Long Lead Item ordering	6 wks	Wed 3/8/23	Wed 4/19/23	22	
27		Construction	4 mons	Wed 3/8/23	Wed 6/28/23	22,26SS	
28		Furniture & Equipment Install	10 days	Wed 6/28/23	Wed 7/12/23		
29		Certificate of Occupancy (C of O)	1 day	Wed 7/12/23	Thu 7/13/23	28	

8 Submit 100% CDs (2nd PC)

If further changes are needed, add 30 days.

18 Bid Acceptance

This can be shortened if we don't have any alternates and accept the bids right away. Does require the bids to come in less than our budget. If augmentation is required, add 2 months.

28 Furniture & Equipment Install

This is an estimate. Please confirm timing with GM Interiors.