

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
3.27  
(ID # 3779)

**MEETING DATE:**

Tuesday, April 18, 2017

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Revenue Lease Agreement, United States of America, General Services Administration District 2, [\$0] (Clerk to Post Notice of Exemption)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 and Section 15061(b)(3);
2. Ratify the attached Revenue Lease Agreement and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five work days.

**ACTION:**

Jeff Van Wageningen, Managing Director EDA 3/9/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: None  
Date: April 18, 2017  
xc: EDA, Recorder

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	16/17

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

On April 7, 1998 the Board approved a Lease Agreement with the United States of America General Services Administration (GSA) which stipulated the County would construct a facility to be occupied by the United States District and Bankruptcy Courts. The Federal Bankruptcy Court occupied the facility for an approximate twenty (20) year term which expires on March 13, 2017. This facility continues to meet the needs and requirements of the Bankruptcy Court and the Economic Development Agency Real Estate Division has negotiated a new twenty year lease agreement commencing on March 14, 2017 and terminating on March 13, 2037.

In addition to the base rate of \$2.12 and operating rate of \$0.84 the GSA will be paying additional rent in the amount of \$19,385.71 per month as reimbursement for tenant improvement costs to be funded and delivered by the County and amortized over ten years.

Pursuant to the California Environmental Quality Act (CEQA), the lease agreement was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1 – Existing facilities and 15061(b)(3). The proposed project, the lease agreement, is the letting of property to existing facilities where no negligible expansion of an existing use will occur.

Premises: 3420 12<sup>th</sup> Street  
Riverside, California 92501

Lessor: County of Riverside

Lessee: United States of America, General Services Administration

Size: 75,527 square feet

Rent: \$2.96 per sq. ft.  
\$223,559.95 per month  
\$2,682,929.04 per year

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

Term: Twenty years (Ten years firm), commencing March 14, 2017 and terminating on March 13, 2037.

Rental Adjustment: Annual CPI on operating expense only

Utilities: Included in lease rate

Custodial: Included in lease rate

Interior/Exterior Maintenance: Included in lease rate

Improvements: \$1,597,799.00 to be amortized over 10 years @ 8% interest, \$19,385.71 per month.

**Impact on Residents and Businesses**

The Federal Bankruptcy Court will continue to provide valuable legal services to the citizens of Riverside County and at the same time the economic impact of court facilities in Downtown Riverside will benefit both the citizens and businesses of Riverside County.


**Contract History and Price Reasonableness**

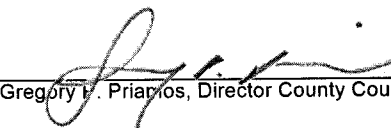
The lease rate has been determined to be a competitive rate for this type of facility.

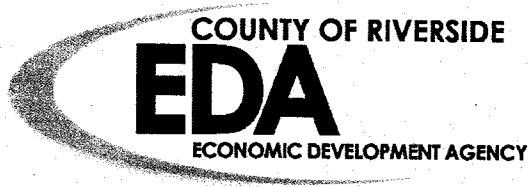
Attachments:

Revenue Lease Agreement  
Notice of Exemption

RF:JWW:VC:VY:TW:ra RV209 18.655 13502  
MinuteTrak 3779

  
Rahini Dasika, Principal Management Analyst 4/14/2017

  
Gregory V. Priamos, Director County Counsel 4/13/2017



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

4/18/17  
Date

KD  
Initial

## NOTICE OF EXEMPTION

March 7, 2017

**Project Name:** County of Riverside, Economic Development Agency (EDA) General Services Administration (GSA) Revenue Lease Agreement, Riverside

**Project Number:** FM047611020900

**Project Location:** 3420 12th Street, west of Lime Street, Riverside, California 92501; Assessor's Parcel Number (APN) 215-321-021; (See Attached Exhibit)

**Description of Project:** On, April 7, 1998, the County of Riverside (County) approved a Lease Agreement with GSA which stipulated the County would construct a facility to be occupied by the United States District and Bankruptcy Courts. The Federal Bankruptcy Court occupied the facility for an approximate twenty year term which expires on March 13, 2017. This facility continues to meet the needs and requirements of the Bankruptcy Court and the EDA Real Estate Division has negotiated a new twenty year lease agreement commencing on March 14, 2017 and terminating on March 13, 2037. In addition to the base and operating rates, the GSA will be paying additional rent as reimbursement for tenant improvement costs to be funded and delivered by the County and amortized over ten years. The Revenue Lease Agreement is identified as the proposed Project under the California Environmental Quality Act (CEQA). The proposed Project would involve the continuation of the letting of property involving existing facilities. The reduction in space used would not result in physical changes or an expansion of capacity. The operation of the leased area will continue to provide federal bankruptcy court services and no additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency and General Services Administration

**Exempt Status:** State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

**Reasons Why Project is Exempt:** The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project involve unusual circumstances which could have a potentially significant effect on the environment. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Revenue Lease Agreement.

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P.O. Box 1150 - Riverside, California 92502 - T: 951 945 1914 F: 951 945 1114 [www.rivcoeda.org](http://www.rivcoeda.org)

Administration  
Aviation  
Business Intelligence  
Cultural Services  
Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

- Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project, as proposed, is limited to a Revenue Lease Agreement which includes tenant improvements to be funded and delivered by the County and amortized over ten years. The tenant improvements would be minor improvements needed to continue the operation and maintenance of the facility over a long term lease. The Project will not increase or expand the use of the site, as no alterations to the existing building are being considered. The site is currently developed and does not contain environmentally sensitive areas. Therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The Revenue Lease Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts beyond the ongoing, existing use of the site and existing building would occur. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.
- In addition, the Revenue Lease Agreement is exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to the GSA PBS NEPA Desk Guide as the lease meets the condition described in 5.3 (e), which is identified as an automatic categorical exclusions which requires no checklist as documentation. The Revenue Lease Agreement qualifies under Section (e) as it entails a lease extension or renewal. For this reason, the Revenue Lease Agreement qualifies as an Automatic Categorical Exclusion and no additional documentation is needed to comply with NEPA.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA and NEPA. No further environmental analysis is warranted.

Signed:  Date: 3/7/17

Mike Sullivan, Senior Environmental Planner  
County of Riverside, Economic Development Agency

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

Project Name: General Services Administration Revenue Lease Agreement, Riverside

Accounting String: 524830-47220-7200400000- FM047611020900

DATE: March 7, 2017

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature: 

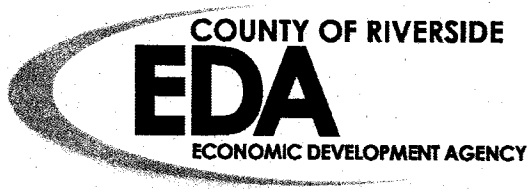
PRESENTED BY: Trea Womack, Senior Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: March 7, 2017

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM047611020900**  
General Services Administration Revenue Lease Agreement, Riverside

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to:**

**Mail Stop #1330**

**Attention: Mike Sullivan, Senior Environmental Planner,**

**Economic Development Agency,**

**3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501**

**If you have any questions, please contact Mike Sullivan at 955-8009.**

Attachment

cc: file

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

LEASE NO. GS-09P-LCA00137

Global Lease  
GSA FORM L100 (03/2016)

This Lease is made and entered into between

County of Riverside

(Lessor), whose principal place of business is 3403 10<sup>th</sup> Street, Riverside, CA 92501-3670, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

3420 12<sup>th</sup> Street, Riverside, CA 92501

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning March 14, 2017, and continuing for a period of

20 Years, 10 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

*[Handwritten Signature]*  
Name: JOHN TAVAGLIONE  
Title: Chairman, Board of Supv.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: County of Riverside

Date: 4/18/17

FOR THE GOVERNMENT:

*[Handwritten Signature]*  
Name: John A. Bell

Name: \_\_\_\_\_

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 5/11/17

WITNESSED FOR THE LESSOR BY:

*[Handwritten Signature]*  
Name: Kecia Harper-Ihem  
Title: Clerk of the Board

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 4/18/17

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By: *[Handwritten Signature]*

R. Todd Frahm  
Deputy County Counsel

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (SEP 2015)**

The Premises are described as follows:

A. Office and Related Space: **75,527** rentable square feet (RSF), yielding **64,397** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup>** floor(s), of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as **17.2834** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

**1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **5** parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which **5** shall be structured/inside parking spaces, and **0** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

**1.03 RENT AND OTHER CONSIDERATION (SEP 2015) - MODIFIED**

A. 1. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM (YRS 1-10)	NON FIRM TERM (YRS 11-20)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$1,921,406.88	\$1,921,406.88
TENANT IMPROVEMENTS RENT <sup>2</sup>	TBD	0.00
OPERATING COSTS <sup>3</sup>	\$761,312.16	\$761,312.16
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$2,682,719.04</b>	<b>\$2,682,719.04</b>

<sup>1</sup>Shell rent calculation:  
 (Firm Term) \$25.44 per RSF multiplied by 75,527 RSF  
 (Non Firm Term) \$25.44 per RSF multiplied by 75,527 RSF

<sup>2</sup>See A.2 below.

<sup>3</sup>Operating Costs rent calculation: \$10.08 per RSF multiplied by 75,527 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) is \$0

<sup>5</sup>Parking costs described under sub-paragraph I below

2. The Tenant Improvement Allowance of \$1,597,799 will be amortized into the rent upon the substantial completion and acceptance of the tenant improvements at a rate of 8 percent per annum over the remaining firm term of the Lease.

B. INTENTIONALLY DELETED.

C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 64,397 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517. If the rentable square feet (RSF) increases after the re-measurement, the total annual rent shall not increase in either the firm term or the non firm term.

D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

I. INTENTIONALLY DELETED.

J. INTENTIONALLY DELETED.

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)~~ INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 180 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 ~~RENEWAL RIGHTS (SEP 2013)~~ (INTENTIONALLY DELETED)

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	3	A
PARKING PLAN(S)	1	B
SPECIAL REQUIREMENTS	30	C
SECURITY REQUIREMENTS	15	D
GSA FORM 3517B GENERAL CLAUSES	15	E
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	F
SMALL BUSINESS SUBCONTRACTING PLAN	11	G

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$1,597,799.00. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 8 percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

**1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)**

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (% OF TI CONSTRUCTION COSTS)	5%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	4%

**1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)**

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$0 per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of 0 percent.

**1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)**

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

**1.12 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012) (INTENTIONALLY DELETED)~~**

**1.13 ~~REAL ESTATE TAX BASE (SEP 2013) (INTENTIONALLY DELETED)~~**

**1.14 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$10.08 per RSF (\$761,312.16/annum).

**1.15 ~~RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013) INTENTIONALLY DELETED~~**

**1.16 HOURLY OVERTIME HVAC RATES (AUG 2011)**

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$87.64 per hour per zone
- No. of zones: 4

- 1.17 ~~24-HOUR HVAC REQUIREMENT (SEP-2014) INTENTIONALLY DELETED~~
- 1.18 ~~BUILDING IMPROVEMENTS (MAR-2016) INTENTIONALLY DELETED~~
- 1.19 ~~HUBZONE SMALL-BUSINESS CONCERNS-ADDITIONAL PERFORMANCE REQUIREMENTS (MAR-2012) INTENTIONALLY DELETED~~

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## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

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### 2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF - 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.
- K. Lease Award Date. The Lease Award Date means the date of execution of the Lease by the LCO and the mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror (and on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- N. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.
- O. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- P. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- Q. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

### 2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)

The signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly



delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

**2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (SEP 2013)**

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or, when specifically authorized to do so by the LCO, a tenant agency-approved form. The GSAM clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the Lease Contracting Officer, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

**2.04 WAIVER OF RESTORATION (APR 2011)**

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

**2.05 ~~PAYMENT OF BROKER (JUL 2011)~~ INTENTIONALLY DELETED**

**2.06 CHANGE OF OWNERSHIP (APR 2015)**

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisition of Leasehold Interests in Real Property).

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

**2.07 ~~REAL ESTATE TAX ADJUSTMENT (JUN 2012)~~ (INTENTIONALLY DELETED)**

**2.08 ADJUSTMENT FOR VACANT PREMISES (SEP 2013)**

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

**2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)**

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

**2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)**

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within ten (10) calendar days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
2. Issuance of required permits for construction of the TIs.

**2.11 RELOCATION ASSISTANCE ACT (APR 2014) INTENTIONALLY DELETED**

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## SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

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### 3.01 LABOR STANDARDS (SEP 2013) INTENTIONALLY DELETED

### 3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

### 3.03 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2013)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this Lease and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at <http://www.epa.gov/cpg>.

B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the LCO with the TI pricing submittal. The request for waiver shall be based on the following criteria:

1. The cost of the recommended product is unreasonable.
2. Inadequate competition exists.
3. Items are not available within a reasonable period.
4. Items do not meet Lease performance standards.

### 3.04 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2013)

A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.

B. Refer to EPA's environmentally preferable purchasing Web site, [www.epa.gov/epp](http://www.epa.gov/epp) and USDA Bio-Preferred products Web site [www.biopreferred.gov](http://www.biopreferred.gov). In general, environmentally preferable products and materials do one or more of the following:

1. Contain recycled material, are bio-based, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes.
2. Minimize the consumption of resources, energy, and water.
3. Prevent the creation of solid waste, air pollution, or water pollution.
4. Promote the use of nontoxic substances and avoid toxic materials or processes.

C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

### 3.05 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furnished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

### 3.06 CONSTRUCTION WASTE MANAGEMENT (SEP 2015)

A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

C. SUBMITTAL REQUIREMENT: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. 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 Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:

1. Ceiling grid and tile
2. Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs
3. Duct work and HVAC equipment
4. Wiring and electrical equipment
5. Aluminum and/or steel doors and frames
6. Hardware
7. Drywall
8. Steel studs
9. Carpet, carpet backing, and carpet padding
10. Wood
11. Insulation
12. Cardboard packaging
13. Pallets
14. Windows and glazing materials
15. All miscellaneous metals (as in steel support frames for filing equipment)
16. All other finish and construction materials.

E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

### 3.07 WOOD PRODUCTS (SEP 2013)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center ([www.certifiedwood.org](http://www.certifiedwood.org)), the Forest Stewardship Council United States ([www.fscus.org](http://www.fscus.org)), or the Sustainable Forestry Initiative ([www.sfioprograms.org](http://www.sfioprograms.org)).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [WWW.CITES.ORG/ENG/RESOURCES/SPECIES.HTML](http://WWW.CITES.ORG/ENG/RESOURCES/SPECIES.HTML).

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

### 3.08 ADHESIVES AND SEALANTS (AUG 2008)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible volatile organic compounds (VOC) content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

### 3.09 BUILDING SHELL REQUIREMENTS (SEP 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

### 3.10 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

### 3.11 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

### 3.12 VESTIBULES (APR 2011)

A. Existing vestibules shall remain in place at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. Existing grilles and grates shall remain in place to control dirt and particulates from entering the Building at all primary exterior entryways.

### 3.13 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

### 3.14 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

**3.15 FIRE ALARM SYSTEM (SEP 2013)**

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3<sup>rd</sup> floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

**3.16 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)**

**A. Energy-related Requirements:**

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

- I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
- II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
- III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

**B. Hydrology-related Requirements:**

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

### 3.17 ELEVATORS (SEP 2013)

A. The Lessor shall provide suitable passenger and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in this Lease. However, one passenger and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

### 3.18 BUILDING DIRECTORY (APR 2011)

A tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the LCO.

### 3.19 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

### 3.20 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

### 3.21 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

### 3.22 CEILINGS (APR 2015)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

- B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.
- D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.
2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain a minimum of 30% recycled content.
3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

E. INTENTIONALLY DELETED

### 3.23 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

### 3.24 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

### 3.25 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

### 3.26 PARTITIONS: GENERAL (APR 2015)

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

### 3.27 PARTITIONS: PERMANENT (APR 2015)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

### 3.28 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.



- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

**3.29 WALL FINISHES – SHELL (SEP 2015)**

- A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.
- B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

**3.30 PAINTING – SHELL (JUN 2012)**

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

**3.31 FLOORS AND FLOOR LOAD (APR 2015)**

- A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.
- B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

C. INTENTIONALLY DELETED

**3.32 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)**

- A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.
- B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.
- C. Any alternate flooring must be pre-approved by the LCO.
- D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

**3.33 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)**

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

**3.34 BUILDING SYSTEMS (APR 2011)**

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

**3.35 ELECTRICAL (JUN 2012)**

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

- B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All

  
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power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

**3.36 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012) INTENTIONALLY DELETED~~**

**3.37 PLUMBING (JUN 2012)**

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

**3.38 DRINKING FOUNTAINS (APR 2011)**

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

**3.39 RESTROOMS (SEP 2013)**

A. If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED TOTAL NUMBER OF PEOPLE PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.

8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

**3.40 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)**

For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the Government occupies the full floor):

A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.

- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at <http://www.epa.gov/watersense/>.

**3.41 JANITOR CLOSETS (SEP 2015)**

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

**3.42 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (SEP 2013)**

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

F. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall have a Minimum Efficiency Reporting Value (MERV) efficiency of 8. Final filters shall have a MERV efficiency of 13.

G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

H. INTENTIONALLY DELETED

**3.43 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)**

Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

**3.44 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)**

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

**3.45 LIGHTING: INTERIOR AND PARKING - SHELL (SEP 2013)**

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES: High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. DAYLIGHTING CONTROLS: If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. OCCUPANCY/VACANCY SENSORS: The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

F. BUILDING PERIMETER:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 5 foot-candles throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 10:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. PARKING STRUCTURES: The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. PARKING SENSORS: If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. EXTERIOR POWER BACKUP: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

**3.46 ACOUSTICAL REQUIREMENTS (JUN 2012)**

A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40  
Offices: NIC 35

D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

**3.47 ~~SECURITY FOR NEW CONSTRUCTION (NOV-2005) INTENTIONALLY DELETED~~**

**3.48 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP-2012) INTENTIONALLY DELETED~~**

**3.49 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (APR-2015) INTENTIONALLY DELETED~~**

**3.50 ~~LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR NEW CONSTRUCTION (LEED-NC) (SEP-2013) INTENTIONALLY DELETED~~**

**3.51 ~~LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR COMMERCIAL INTERIORS (LEED-CI) (SEP-2013) (INTENTIONALLY DELETED)~~**

**3.52 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2013)**

A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents 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, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) 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.

E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall 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.

F. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
2. No permanent diffusers are used;
3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure:

1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before occupancy of the Space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).

2. After the 3-day period the Space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.

3. Any deviation from this ventilation plan must be approved by the LCO.

4. The Lessor is required to provide regularly occupied areas of the Space with new air filtration media before occupancy that provides a MERV of 13 or better.

5. During construction, 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.

6. Protect stored onsite and installed absorptive materials from moisture damage.

**3.53 SYSTEMS COMMISSIONING (APR 2011)**

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

~~3.54 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS — LEASE (SEP 2014) INTENTIONALLY DELETED~~

~~3.55 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS — LEASE (SEP 2014) INTENTIONALLY DELETED~~

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## SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

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### 4.01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2015) - MODIFIED

Design and construction activities for the Space shall commence upon Lease award.

Construction of TIs and completion of other required construction work: The Lessor shall complete all work as required in this Lease not later than **255 Working Days** following Lease award.

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than **35 Working Days** following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval.

B. DIDs. For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased Space that reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:

1. Generic furniture layout, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Information necessary for calculation of electrical and HVAC loads;
4. Work related to security requirements; and
5. All finish selections.

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than **10 Working Days** following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than **30 Working Days** following the approval of DIDs. CDs will be submitted for Government review at 60% and 95% completion. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **5 Working Days** of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall review CDs at least twice, including 60% complete CDs and 95% complete CDs. For each CD review, the Government shall have up to **5 working days** to provide comments. Prior to CD completion, the Government shall have up to **10 Working Days** to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within **20 Working Days** following the end of the Government CD review period.

G. INTENTIONALLY DELETED

H. Negotiation of TI price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within **15 Working Days** following the submission of the TI price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **130 Working days** following issuance of NTP.

### 4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

### 4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (SEP 2015)

A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

#### 4.04 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015) (INTENTIONALLY DELETED)~~

#### 4.05 GREEN LEASE SUBMITTALS (SEP 2015)

The Lessor shall submit to the LCO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.
- B. MSDS or other appropriate documents upon request for products listed in the Lease.
- C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the Lease.
- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. 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 Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.

- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:
  1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
  2. A description of how commissioning requirements will be met and confirmed.
- J. INTENTIONALLY DELETED.
- K. If renewable source power is purchased, documentation within 9 months of occupancy.

**4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)**

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 10 Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within 10 Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

**4.07 PROGRESS REPORTS (JUN 2012)**

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of 10 Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

**4.08 CONSTRUCTION INSPECTIONS (SEP 2015)**

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

**4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)**

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

**4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)**

- A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.
- B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.
- C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.
- D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

**4.11 ~~LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)~~ INTENTIONALLY DELETED**



**4.12 AS-BUILT DRAWINGS (JUN 2012)**

Not later than 30 days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

**4.13 LIQUIDATED DAMAGES (JUN 2012)**

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government as fixed and agreed liquidated damages equal to \$700 for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the Space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

**4.14 SEISMIC RETROFIT (SEP 2013) INTENTIONALLY DELETED**

**4.15 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)**

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

## SECTION 5 TENANT IMPROVEMENT COMPONENTS

### 5.01 TENANT IMPROVEMENT REQUIREMENTS (SEP 2013)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated as TIs within this section, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

### 5.02 TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)

With respect to the following bulleted paragraphs, the Government accepts the tenant improvements in their existing condition. Notwithstanding this acceptance, the requirements under these paragraphs shall pertain to future repair or replacement due to maintenance or alterations performed throughout the term of the Lease.

- DOORS: INTERIOR
- DOORS: HARDWARE
- PARTITIONS; SUBDIVIDING
- HEATING AND AIR CONDITIONING
- ELECTRICAL: DISTRIBUTION
- LIGHTING: INTERIOR AND PARKING - TI

### 5.03 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

### 5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

#### B. Draperies:

1. If draperies are required, they shall be part of the TIs and the following minimum specifications shall apply:

- a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from the center, right, or left side.
- b. Construction. Any draperies to be newly installed shall be made as follows:
  - i. Fullness of 100 percent, including overlap, side hems, and necessary returns;
  - ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
  - iii. Doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
  - iv. Three-fold pinch pleats;
  - v. Safety stitched intermediate seams;
  - vi. Matched patterns;
  - vii. Tacked corners; and,
  - viii. No raw edges or exposed seams.
- c. Use of existing draperies must be approved by the Government.

### 5.05 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

### 5.06 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall

be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

**5.07 DOORS: HARDWARE (SEP 2013)**

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

**5.08 DOORS: IDENTIFICATION (JUN 2012)**

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

**5.09 PARTITIONS: SUBDIVIDING (SEP 2015)**

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

E. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

**5.10 WALL FINISHES (JUN 2012)**

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

**5.11 PAINTING – TI (SEP 2013)**

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for VOC off gassing:

1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
  - a. Flats: 50 grams per liter (g/L).
  - b. Non-flats: 150 g/L.
4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L.
5. Clear wood finishes:
  - a. Varnish: 350 g/L.
  - b. Lacquer: 550 g/L.
6. Floor coatings: 100 g/L.
7. Sealers:
  - a. Waterproofing sealers: 250 g/L.
  - b. Sanding sealers: 275 g/L.
  - c. All other sealers: 200 g/L.
8. Shellacs:
  - a. Clear: 730 g/L.
  - b. Pigmented: 550 g/L.
9. Stains: 250 g/L.

C. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

**5.12 FLOOR COVERINGS AND PERIMETERS (APR 2015)**

- A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring shall be pre-approved by the Government.
- D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.

2. Recycled content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials. Recycled content must be at least 10% post-consumer recovered content.

3. Low emitting materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.

4. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

5. Performance requirements for broadloom and modular tile:

- a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
- b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
- c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
- d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

**NOTE:** Testing must be performed in a NVLAP accredited laboratory.

6. Texture Appearance Retention Rating (TARR). Carpet must meet TARR ratings specified below:

Space Definition	Traffic Classification	TARR Classification
Private Offices	Moderate	≥ 3.0 TARR
Training, conference, courtrooms, etc.	Heavy	≥ 3.0 TARR
Open Office, cafeteria, corridors, lobbies	Severe	≥ 3.5 TARR

The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

7. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

8. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

**5.13 HEATING AND AIR CONDITIONING (JUN 2012)**

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

**5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)**

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

#### 5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

#### 5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

#### 5.17 DATA DISTRIBUTION (JUN 2012)

The Government shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

#### 5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Government shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

#### 5.19 LIGHTING: INTERIOR AND PARKING -- TI (SEP 2015)

A. FIXTURES: Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking -- Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. PENDANT STYLE FIXTURES: If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. MIXED FIXTURES: DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. BUILDING PERIMETER: There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

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**SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM**

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**6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)**

A. The Government's normal hours of operations are established as 5 AM to 9 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

**6.02 UTILITIES (APR 2011)**

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

**6.03 ~~UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)~~ INTENTIONALLY DELETED****6.04 UTILITY CONSUMPTION REPORTING (SEP 2015)**

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter. Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: [www.gsa.gov/ucr](http://www.gsa.gov/ucr))

**6.05 HEATING AND AIR CONDITIONING (SEP 2014) - MODIFIED**

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. 392 ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The peak BTU output of this room is established as 29,500 BTU per hour. The temperature of this room shall be maintained at 70 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government.

**6.06 OVERTIME HVAC USAGE (JUN 2012)**

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

**6.07 JANITORIAL SERVICES (JUN 2012)**

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

- A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.
- B. Three times a week. Sweep or vacuum stairs.
- C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.
- E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.
- F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
- G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
- H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.
- I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- J. Annually. Shampoo carpets in all offices and other non-public areas.
- K. Every two years. Dry clean or wash (as appropriate) all draperies.
- L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

**6.08 SELECTION OF CLEANING PRODUCTS (APR 2015)**

The Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UL/EcoLogo standard, EPA's Design for the Environment (DfE) designation, or a substitute acceptable to the LCO. Hand soap products shall also be USDA Certified BioPreferred.

**6.09 SELECTION OF PAPER PRODUCTS (APR 2015)**

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

**6.10 SNOW REMOVAL (APR 2011)**

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

**6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)**

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

#### 6.12 MAINTENANCE OF PROVIDED FINISHES (SEP 2013) - MODIFIED

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All wall coverings shall be replaced at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the wall covering is peeling, damaged, or permanently stained, except where damaged due to the negligence of the Government. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.
2. The Government reserves the right to request the cyclical repainting of the Space at the end of Year 3. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense. Subsequently, Lessor shall perform cyclical repainting of the Space every 5 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

#### B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
  - a. Backing or underlayment is exposed;
  - b. There are noticeable variations in surface color or texture;
  - c. It has curls, upturned edges, or other noticeable variations in texture;
  - d. Tiles are loose; or,
  - e. Tears or tripping hazards are present.
2. Notwithstanding the foregoing, as part of the rental consideration, the Government reserves the right request the cyclical repainting of the Space at the end of Year 3. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense. Subsequently, Lessor shall replace all carpet in the Space every 5 years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

#### 6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

#### 6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

#### 6.15 IDENTITY VERIFICATION OF PERSONNEL (SEP 2013)

A. The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased space throughout the term of the lease.



C. Upon request, the Lessor will notify the Government whether they will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

1. **MANUAL PROCESS:** The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the Lease Contracting Officer (or the contracting officer's designated representative) within 30 days from receipt of the forms.

2. **ELECTRONIC PROCESS:** The electronic process will be done through the e-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Electronic Questionnaire (e-QIP). The contractor/personnel will have up to (7) seven business days to login and complete the e-QIP for the background investigation. The contractor/personnel will be instructed to access the website, and receive on screen instructions which include but it is not limited to:

- a) How to Log In
- b) How to Answer and Create New Golden Questions
- c) What Additional Documents to Send
- d) To Print and Sign two Signature Forms (Certification That My Answers Are True)
- e) To complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process
- f) Where to Send.

The Lessor must ensure prompt input, and timely receipt of the following, from their contractor/personnel:

- a) Two FBI Fingerprint Cards (Form FD-258) or one card produced by a livescan device,
- b) Certification That My Answers Are True
- c) Authorization for Release of Information.

D. The Lessor must ensure the contracting officer (or the contracting officer's designated representative) has all of the requested documentation to ensure the completion of the investigation.

E. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

F. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every employee covered by this paragraph on a 5 year basis.

G. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

#### 6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

#### 6.17 LANDSCAPING (SEP 2015)

A. Landscape management practices shall prevent pollution by:

- 1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
- 2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
- 3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, [www.epa.gov/cpg](http://www.epa.gov/cpg).

C. INTENTIONALLY DELETED

#### 6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

#### 6.19 RECYCLING (JUN 2012)

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

#### 6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

#### 6.21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. MARKING SBU. Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. AUTHORIZED RECIPIENTS. Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

#### C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. BY ELECTRONIC TRANSMISSION. Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. In person. Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. RECORD KEEPING. Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

- a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;
- b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. RETAINING SBU DOCUMENTS. SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. DESTROYING SBU BUILDING INFORMATION. SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at [HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88\\_REV1.PDF](http://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF).and click on the file name NISTSP800-88\_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. NOTICE OF DISPOSAL. The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. INCIDENTS. All improper disclosures of SBU Building information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. SUBCONTRACTS. The Contractor must insert the substance of this paragraph in all subcontracts.

## 6.22 INDOOR AIR QUALITY (SEP 2013)

A. The Lessor shall control contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO<sub>2</sub> 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

## 6.23 RADON IN AIR (SEP 2013)

A. The radon concentration in the air of the Space shall be less than 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space, herein called "GSA action levels."

B. INITIAL TESTING:

1. The Lessor shall:
  - a. Test for radon that portion of Space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (Space on the third or higher floor above grade need not be measured);.
  - b. Report the results to the LCO upon award; and
  - c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the GSA action levels.

2. Testing sequence. The Lessor shall measure radon by the standard test in sub-paragraph D.1, completing the test not later than 150 days after award, unless the LCO decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in sub-paragraph D.2.

3. If the Space offered for Lease to the Government is in a Building under construction or proposed for construction, the Lessor, if possible, shall perform the standard test during buildout before Government occupancy of the Space. If the LCO decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

**C. CORRECTIVE ACTION PROGRAM:**

1. Program Initiation and Procedures.

a. If either the Government or the Lessor detects radon at or above the GSA action levels at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the GSA action levels before Government occupancy.

b. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the GSA action levels.

c. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the GSA action levels and certifies the Space for re-occupancy.

d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in Building condition or operation which would affect the program or increase the radon concentration to or above the GSA action levels.

2. The Lessor shall perform the standard test in sub-paragraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph D.2 to determine whether the Space may be occupied but shall begin the standard test concurrently with the short test.

3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the GSA action levels, the Government may implement a corrective action program and deduct its costs from the rent.

**D. TESTING PROCEDURES:**

1. Standard Test. Place alpha track detectors throughout the required area for 91 or more days so that each covers no more than 2,000 ABOA SF. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.

2. Short Test. Place alpha track detectors for at least 14 days, or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ABOA SF, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

**6.24 RADON IN WATER (JUN 2012)**

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

**6.25 HAZARDOUS MATERIALS (SEP 2013)**

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

**6.26 MOLD (SEP 2013)**

A. Actionable mold is mold of types and concentrations in excess of that found in the local outdoor air.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators).

C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant (the Inspector) who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the Space for the presence of actionable mold or mold indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the Report) to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of actionable mold or indicators in the leased Space.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

E. If the Report indicates that actionable mold or indicators are present in the leased Space, the Lessor, at its sole cost, expense, and risk, shall within 30 days after its receipt of the Report: (1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the Plan) and within 90 days after the Government's approval of the Plan, remediate the actionable mold or the indicators in the leased Space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the actionable mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased Space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and (2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased Space of the nature, location and schedule for the planned remediation and reasons therefore.

F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards and guidelines.

G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable Federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

#### 6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

#### 6.28 FLAG DISPLAY (SEP 2013)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.

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## SECTION 7 ADDITIONAL TERMS AND CONDITIONS

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### 7.01 SECURITY STANDARDS (JUN 2012) - MODIFIED

The Security System(s) in place meets the current Government requirements. The Government shall bear the expense for any additional security requirements needed to meet or exceed the specifications set forth in Security Level IV attached to this Lease.

### 7.02 SMALL BUSINESS SUBCONTRACTING PLAN

The Government has reviewed the Subcontracting Plan submitted by Lessor (Exhibit G). Upon review, the Government has determined that the subcontracting plan will need to be revised after award. The Lessor shall submit a revised Subcontracting Plan to the Government for review within 30 days of award. The Government shall review and approve the plan prior to issuance of Notice to Proceed (NTP). The approved subcontracting plan will then be incorporated by lease amendment.

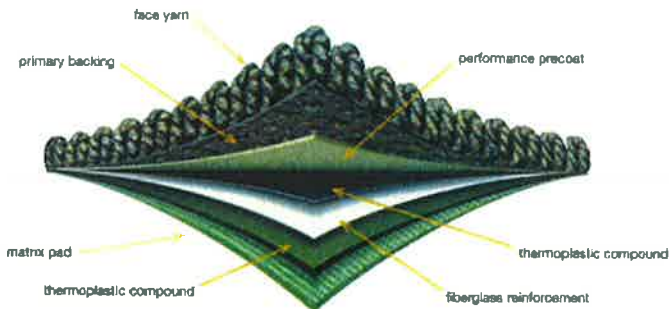
### 7.03 CARPET REQUIREMENTS

Notwithstanding anything contrary set forth in Sections 3.32, 5.12, and 6.12, of the GSA Form L100 or elsewhere in the Lease:

Any carpet replacement shall meet or exceed the following specifications:

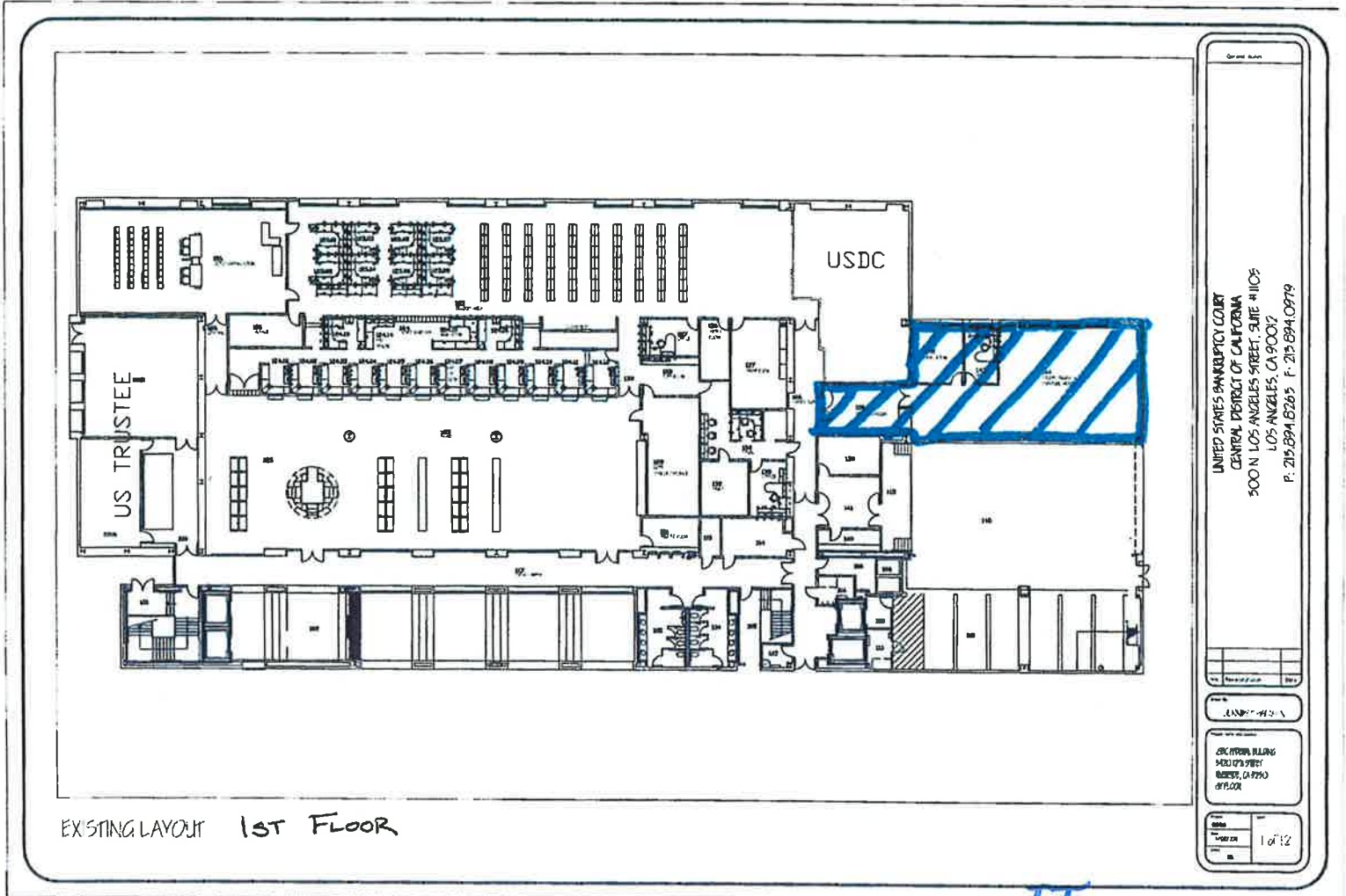
Carpet Spec:

Mfr.: Shaw Contract Group  
Style Name: Glitz Tile  
Style Number: 59360  
Color Name: Cerulean  
Color Number: 60485  
Construction: Pattern Loop  
Collection: Feeling Plush  
Fiber Product: Eco Solution q Nylon  
Tufted Weight: 30 oz.  
Backing: Ecologix (secondary pad to the primary backing system)  
Type: Tile (24x24)



<b>backing system</b>	<b>ecologix®</b>
<b>features and benefits</b>	Performance precoat, fiberglass reinforced thermoplastic layer laminated with a fiber matrix secondary containing 88% post consumer material
<b>backing process</b>	6-step process 1. High performance precoat for maximum tuft bind and moisture resistance. 2. Thermoplastic laminate for superior delamination strength. 3. Fiberglass reinforcement for unmatched stability. 4. Thermoplastic laminate. 5. Attached post consumer recycled fiber matrix pad for comfort under foot. 6. Die-cut into carpet tile.
<b>primary</b>	Synthetic
<b>stabilizer</b>	Fiberglass Mat
<b>weight</b>	85 oz/sy
<b>secondary thickness</b>	.150 inch
<b>dimensions</b>	24" x 24" (standard); optional sizes available
<b>pad density</b>	8.5 – 9.5 lbs. per cubic foot
<b>Installation</b>	Full Spread Shaw Sureset N5000 Pressure Sensitive releasable adhesive Apply with a 3/8 foam paint roller Eco®Logix ES: Shaw's environmental self-adhesive system (custom option)
<b>warranty</b>	Lifetime Commercial
<b>shawcontractgroup.com</b>	To download details on installation, specifications, and warranties on-line
<b>shaw inform</b>	call 1.877.502.7429 for personal assistance

Exhibit A - Floor Plans



EXISTING LAYOUT 1ST FLOOR

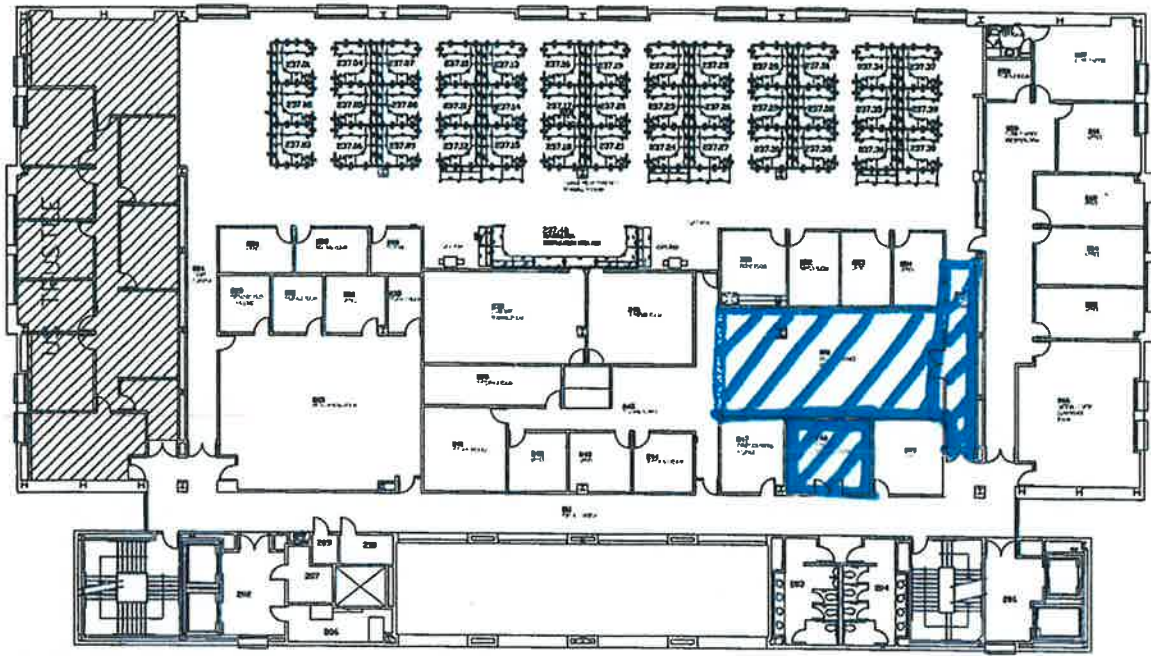
UNITED STATES BANKRUPTCY COURT  
 CENTRAL DISTRICT OF CALIFORNIA  
 500 N. LOS ANGELES STREET, SUITE #1105  
 LOS ANGELES, CA 90012  
 P: 213.894.6265 F: 213.894.0779

DATE: 10/12

BY: [Signature]

INITIALS: JT LESSOR & JG GOV'T





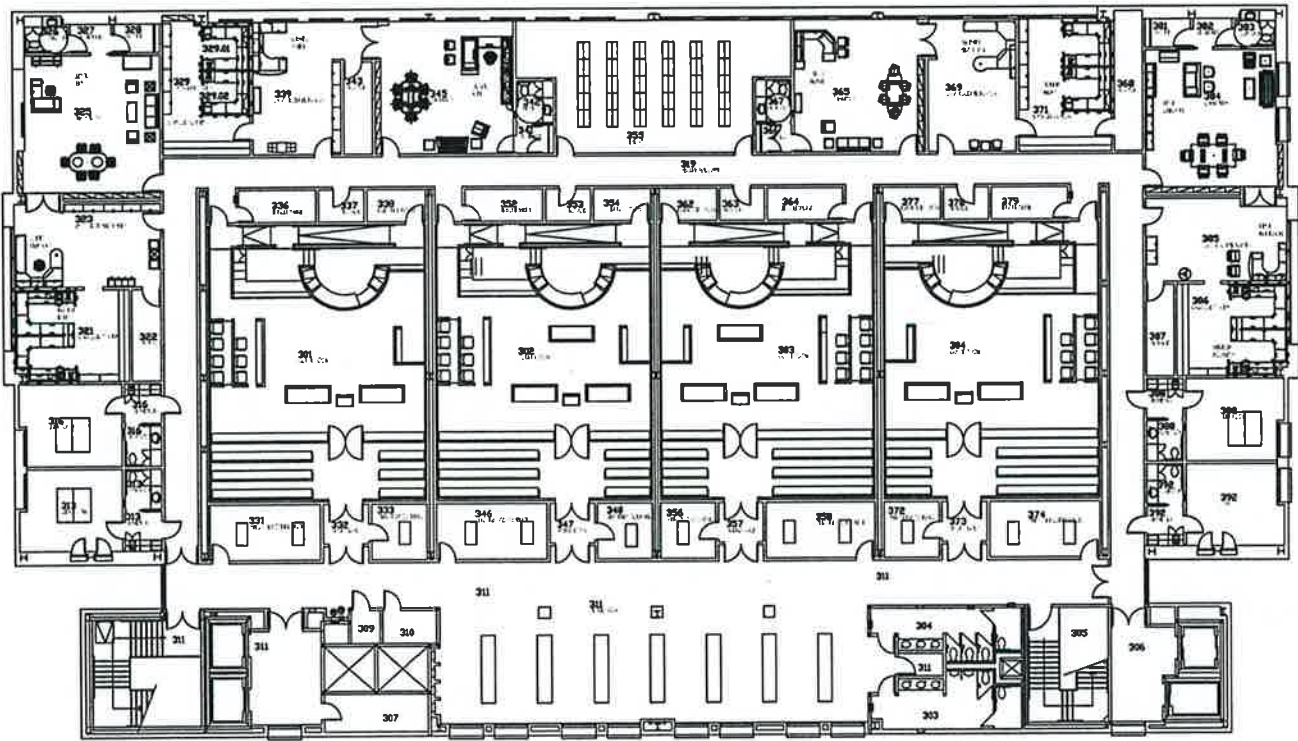
USBC RIVERSIDE 2ND FLOOR

UNITED STATES BANKRUPTCY COURT  
 CENTRAL DISTRICT OF CALIFORNIA  
 500 N. LOS ANGELES STREET, SUITE #105  
 LOS ANGELES, CA 90002  
 P: 213.894.4917 F: 213.894.0919

FILED  
 11/11/11  
 11/11/11  
 11/11/11  
 11/11/11

INITIALS: JT  
 LESSOR

& JG  
 GOV'T



USBC RIVERSIDE 3RD FLOOR

UNITED STATES BANKRUPTCY COURT  
 CENTRAL DISTRICT OF CALIFORNIA  
 300 N. LOS ANGELES STREET, SUITE # 1105  
 LOS ANGELES, CA 90012  
 P: 213-894-4517 F: 213-894-0979

NO.	DESCRIPTION/PURPOSE	DATE

DATE: 11/19/2024

BY: [Signature]

3 of 3

INITIALS: JT LESSOR & [Signature] GOV'T



**UNITED STATES BANKRUPTCY COURT**  
CENTRAL DISTRICT OF CALIFORNIA  
OFFICE OF THE CLERK

**KATHLEEN J. CAMPBELL**  
Executive Officer  
Clerk of Court

**M E M O R A N D U M**

**DATE:** October 29, 2015

**REPLY TO**  
**ATTN OF:** Jennifer Harmon, Facilities Project Coordinator

**SUBJECT:** **Scope of Work**  
**Project:** 1<sup>st</sup> Floor Space Modifications

**TO:** Roland Blanco, Office Services Manager  
Purchasing

**1. LOCATION**

U. S. Bankruptcy Court, 3420 Twelfth Street, 1<sup>st</sup> Floor, Riverside CA 92501

**2. PROJECT DESCRIPTION**

Request a vendor to provide personnel and equipment to modify the Courts existing space to accommodate court operations. This modification will include demolition and new interior construction, data, electrical and voice lines. This project will be completed in no less than 2 phases to be able to continue court operations during construction.

**3. SCOPE OF WORK**

**PHASE 1:**

**A. Demolition:**

Vendor to demolish existing walls, doors, intake windows, raised flooring, millwork, and a roll up window. Doors and Intake windows can be repurposed in new layout. (4) Single doors, (1) Double door and (6) Intake windows can be repurposed. Vendor to salvage all USMS keycard readers.

- Demolish +/- 80' of Intake window wall with (8) built in 7'-6" x 8' millwork stations
- Demolish +/- 31' of interior wall
- Demolish +/- 21' counter with roll up window
- Demolish (2) +/- 2' x 20'-4" millwork counters
- Demolish (2) +/- 4' x 20'-4" millwork carrels with power
- Demolish partial area of the raised flooring in the Intake area.

**B. Construction:**

- Construct +/- 82 lineal feet of drywall to be ceiling height
- Construct +/- 60' lineal feet of drywall to be 12-18" above ceiling
- Purchase/Install +/- 23' Demountable Wall System to include locking doors and windows. STC Rating to be between 40-45. Glass to be 12-18" along the ceiling to allow light and privacy. Door should have a sidelight. Mid-grade finish selections: TBD

INITIALS **JT**  
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8. **Ag**  
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- Construct +/- 37' of wall with frosted windows to separate Intake from the back office. Built in millwork to be on the backside. See attached drawings for details. Windows should allow some visibility to the Intake area.
- Construct +/- 48' of drywall, 12-18" above the ceiling, to have (6) repurposed Intake windows. Public side to have a built in counter, see attached drawing for details.
- Multipurpose room will need a new kitchen sink with garbage disposal
- Multipurpose room will need a water line for a refrigerator
- Multipurpose room will need new millwork for storage, see attached drawings for details. Laminate finish TBD.
- Repurposed double doors for the Storage room. To add kick plates to the doors to prevent damage, finish to match other finishes in the building.
- See Security drawing to see where conduit/infrastructure will be needed for USMS security devices.
- Back office windows facing the public hallway should have +/- 42' of frosted film 6' high to have privacy, to include the double doors. Some type of design should be included so it is not a solid piece, to give interest in a large piece.

Existing carpet and base may be used, if existing carpet or base cannot be used, new carpet and / or base will be required, must match existing color and pattern. Carpet is Shaw Contract Group: Balance EW24 59340, Bare Necessities 40150

Patch and paint all walls including those not touched by new construction, sheen to match existing paint. Color of new walls: TBD. There will be (1) accent wall per office and multipurpose room. There will be accent color to also be used on (2) 18'-6" walls separating Intake from back office, and also the public side of the Intake window wall.

The court MUST remain operational during construction. Areas under construction will still be used by staff. Temp walls will be needed to secure the staff space from the public space. Also, staff will need to access the public space from the back office, a door will be needed. A barrier will be needed to prevent staff from falling off the partial raised floor. An example is presented in the drawings, if the contractor has a more efficient solution, the court is open to suggestions.

Existing "Take a Number System" will need to be relocated, location TBD. All electrical needed for the system to be installed by contractor.

Vendor is responsible to move or add any lights, HVAC, sprinklers, fire strobes, exit signs or other ceiling mounted devices as needed with the new wall construction. Vendor is responsible to relocate any switches or convenience outlets as required, due to new wall construction. New locations are to be approved, in advance, by the court.

C. Electrical/Data/Voice:

Vendor to install electrical, data, voice as specified on drawing

(1) Office, each to have the following:

- (1) duplex
- (1) quad receptacle
- (2) CAT6 data
- (1) CAT6 voice

(1) Multipurpose Room:

- (2) duplex, dedicated circuit for microwave, above counter height
- (1) duplex, dedicated circuit for refrigerator
- (1) duplex
- (2) CAT6 data
- (1) CAT6 voice

(1) Storage Area to have the following:

- (2) duplex
- (1) Mail area to have the following:
  - (2) quad receptacle
  - (4) CAT6 data
  - (2) CAT6 voice
- (1) Copy/Shredder area to have the following:
  - (1) duplex
  - (1) duplex to be above counter height
  - (1) 20 amp duplex
  - (2) CAT6 data
  - (2) CAT6 data to be above counter height
  - (1) CAT6 voice- analog for fax
  - (1) CAT6 voice above counter height
- (1) Workstations areas to have the following:
  - (1) J-Box for furniture base electrical feed on column
  - (4) CAT6 data lines to run from column through furniture
  - (4) CAT6 voice lines to run from column through furniture
- (1) Workstations areas to have the following:
  - (1) J-Box floor core for furniture base electrical feed
  - (4) CAT6 data lines to run from floor core through furniture
  - (4) CAT6 voice lines to run from floor core through furniture
- (6) Intake stations to have the following:
  - (6) quad receptacle at 24" AFF (1) each station
  - (12) CAT6 data at 24" AFF (2) each station
  - (6) CAT6 voice at 24" AFF (1) each station
- (1) Column for conference area
  - (1) duplex
  - (2) CAT6 data
  - (1) CAT6 voice
- (2) Convenience outlets, locations picked randomly, if a better location is presented, the courts will consider recommendations for alternate locations.
- (2) Relocate wireless DCN access points in the ceiling

**NOTE-1:**

Network cable color shall be blue with a blue connector  
 Telephone cable color shall be white with a black jack

Provide (2) blue CAT6 jack for networking and (1) black CAT6 jack for the telephone  
 Each blue CAT6 connector will have it's own networking cable wired in the 568B configuration

Telephone CAT6 shall be wired as follows:

- (1) Black connector shall have the blue/white pair from the cable and connected to the blue/white connection points on the connector
- (1) Black connector shall have the remaining three pair, but with their pairs moved up one slot  
 orange/white to blue/white, green/white to orange/white, and brown/white to green/white  
 The other end of these CAT6 cables shall run to their respective network or telephone closets

Terminate the network wires to an existing patch bay (if space allows)  
 If no space is found, vendor is to provide and install a patch bay to properly complete the project.

Terminate the telephone on the existing 66 or 110 blocks (if space allows)  
 If no space is found on existing block, a new 110 block shall be provided and installed by

the vendor

NOTE-2:

1<sup>st</sup> Floor data closet does not have room on the racks for additional patch bays, vendor must tone and tag all cables before demo. All cables must be removed from the demo area back to the data closet.

D. Security:

Vendor is to install conduit/infrastructure to support USMS security devices. Phase 1 will have (note: USBC will no longer be using (3) existing keycard readers- noted on drawing):

- (6) Duress alarms, (1) at each intake station
- (1) Keycard reader at existing glass double door entry

**PHASE 2:**

E. Demolition:

Vendor to demolish existing walls, doors, intake windows, raised flooring, millwork, and a reception station. Doors can be repurposed in new layout.

(1) Single door. Vendor to salvage all USMS keycard readers.

- Demolish +/- 41' of Intake window wall with (4) built in 7'-6" x 8' millwork stations, and mail sorter area.
- Demolish +/- 51' of interior wall
- Demolish (1) +/- 14' round wood reception station with power
- Demolish (1) +/- 4' x 20'-4" millwork carrels with power
- Demolish partial area of the raised flooring in the Intake area
- Demolish (10) rows of double sided records shelving, (14) units per section. Shelves are bolted to the floor, bolts must be removed from concrete. All parts to be moved to onsite storage on the 1<sup>st</sup> floor for excess process.
- Demolish (2) 4-station clusters of Herman Miller AO2 workstations in Records area, and remove base feeds. All parts to be moved to onsite storage on the 1<sup>st</sup> floor for excess process.
- Demolish (4) Herman Miller AO2 workstations in Intake area, and remove any base feeds. All parts to be moved to onsite storage on the 1<sup>st</sup> floor for excess process.
- Demolish +/- 15' millwork mail center

F. Construction:

- Construct +/- 43 lineal feet of drywall to be to ceiling height
- Construct +/- 227' lineal feet of drywall to be 12-18" above ceiling
- Purchase/Install +/- 40' Demountable Wall System to include locking doors and windows. STC Rating to be between 40-45. Glass to be 12-18" along the ceiling to allow light and privacy. Door should have a sidelight. Mid-grade finish selections: TBD
- Vault door should be repurposed from existing Vault Room 132, to include keypad and cypher lock. Construction to include any infrastructure for operation.
- See Security drawing to see where conduit/infrastructure will be needed for USMS security devices.

Existing carpet and base may be used, if existing carpet or base cannot be used, new carpet and / or base will be required, must match existing color and pattern. Carpet is Shaw Contract Group: Balance EW24 59340, Bare Necessities 40150

Patch and paint all walls including those not touched by new construction, sheen to match existing paint. Color of new walls: TBD. There will be (1) accent wall per office and shared secure hallway.

The court MUST remain operational during construction. Areas under construction will still be used by staff. Temp walls will be needed to secure the staff space from the public space. A barrier will be needed to prevent staff from falling off the partial raised floor. An example is presented in the drawings, if the contractor has a more efficient solution; the court is open to suggestions.

Existing "Take a Number System" will need to be relocated, location TBD. All electrical needed for the system to be installed by contractor.

Vendor is responsible to move or add any lights, HVAC, sprinklers, fire strobes, exit signs or other ceiling mounted devices as needed with the new wall construction.

Vendor is responsible to relocate any switches or convenience outlets as required, due to new wall construction. New locations are to be approved, in advance, by the court.

G. Electrical/Data/Voice:

Vendor to install electrical, data, voice as specified on drawing

(1) Office, each to have the following:

- (1) duplex
- (1) quad receptacle
- (2) CAT6 data
- (1) CAT6 voice

(1) Storage to have the following:

- (1) duplex

(1) Vault to have the following:

- (1) duplex

(1) Fiscal / Cash Out / Mail Meter to have the following:

- (1) quad receptacle
- (6) duplex
- (4) CAT6 data
- (2) CAT6 voice

(1) Records area to have the following:

- (1) duplex
- (2) CAT6 data
- (1) CAT6 voice

(1) Intake Public Areas to have the following:

- (1) duplex at 6'-6" AFF
- (1) CAT6 data at 6'-6" AFF
- (1) CAT6 voice- analog for wall mounted phone, to be at ADA height.

(2) Public Area Workstation areas to have the following:

- (2) J-Box for furniture base electrical feed on wall
- (4) CAT6 data lines to run from wall through furniture
- (2) CAT6 voice lines to run from wall through furniture
- (11) CAT6 data lines to run from wall through furniture, to be on separate patch panel for public use (all public use computers can be punched down to same public use patch panel).

(3) Convenience outlets, locations picked randomly, if a better location is presented, the courts will consider recommendations for alternate locations.

(2) Relocate wireless DCN access points in the ceiling

NOTE-1:

Network cable color shall be blue with a blue connector

Telephone cable color shall be white with a black jack

Provide (2) blue CAT6 jack for networking and (1) black CAT6 jack for the telephone  
Each blue CAT6 connector will have it's own networking cable wired in the 568B configuration

Telephone CAT6 shall be wired as follows:

(1) Black connector shall have the blue/white pair from the cable and connected to the blue/white connection points on the connector

(1) Black connector shall have the remaining three pair, but with their pairs moved up one slot

orange/white to blue/white, green/white to orange/white, and brown/white to green/white  
The other end of these CAT6 cables shall run to their respective network or telephone closets

Terminate the network wires to an existing patch bay (if space allows)

If no space is found, vendor is to provide and install a patch bay to properly complete the project.

Terminate the telephone on the existing 66 or 110 blocks (if space allows)

If no space is found on existing block, a new 110 block shall be provided and installed by the vendor

NOTE-2:

1<sup>st</sup> Floor data closet does not have room on the racks for additional patch bays, vendor must tone and tag all cables before demo. All cables must be removed from the demo area back to the data closet.

H. Security:

Vendor is to install conduit/infrastructure to support USMS security devices. Phase 2 will have (note: USBC will no longer be using (3) existing keycard readers- noted on drawing):

(2) Duress alarms, (1) at each intake station

(3) Keycard reader at existing glass double door entry

(1) Alarm for vault

4. **PROJECT COORDINATION:**

A. Project coordination will be handled by Jennifer Harmon by phone 213-894-4517 or email at [jennifer\\_harmon@cacb.uscourts.gov](mailto:jennifer_harmon@cacb.uscourts.gov)

B. Vendor to perform work after hours or on weekends.

C. Area to be free and clear of debris when complete

5. **SPECIAL REQUIREMENTS**

A. If the project is delayed for any reason on the part of the vendor, the court **will not** be held financially liable for additional charges.

B. For the Riverside loading dock parking pass, the vendor will provide the following information for each vehicle to Jennifer Harmon at least 24 hours prior to start of work:

a. Company Name

b. Driver's name (Upon request by security guard, driver must have a valid driver's

INITIALS:

JT  
LESSOR

&  
GOVT



- license)
- c. Vehicle make, model, and color
- d. License plate number
- e. Cellular telephone number

**NOTE:**

The Riverside loading dock entrance has a height clearance of 13 feet 6 inches.

Company personnel must either have a current GSA identification card or must be cleared through GSA and the U.S. Marshals Service to work without an escort.

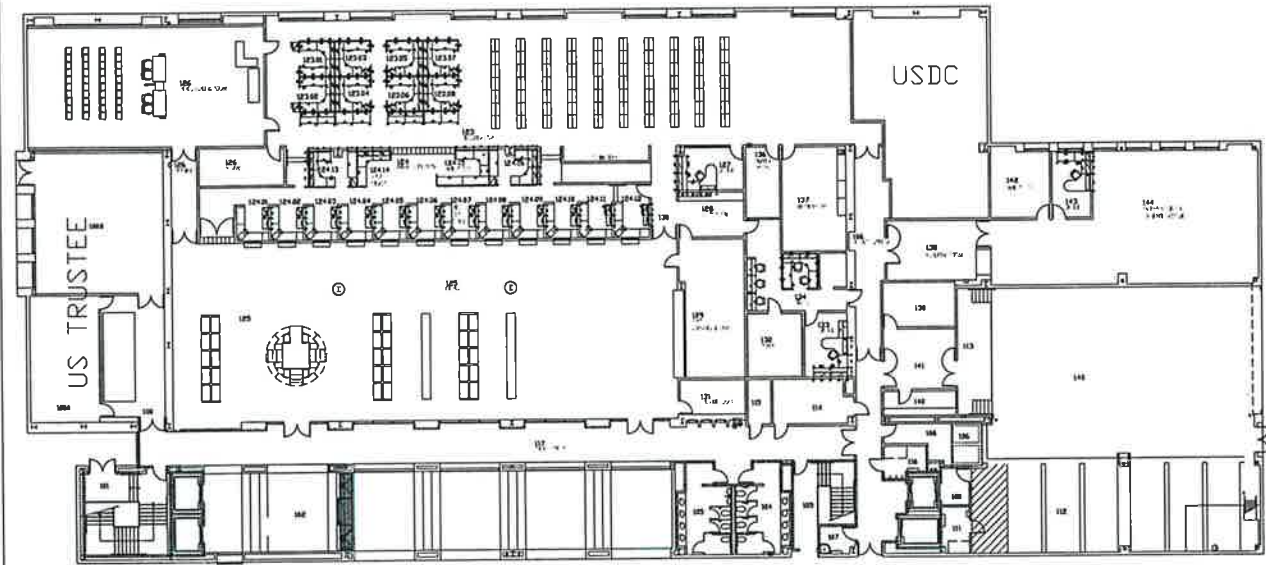
All company personnel must have valid state issued identification in order to enter the building through the loading dock.

If the project is delayed for any reason on the part of the vendor, the court will not be held financially liable for additional charges.

The first and second floor TIs should be bid as a two-phased project:

**PHASE ONE:** The GC can start doing the realignment of the USBC first floor space first so that USBC can then move staff into the new space, vacate the FF&E from the space that USPO will be occupying, so that PHASE TWO can start.

**PHASE TWO:** The space that USBC vacated can then be demolished and built out for USPO who would move in.



EXISTING LAYOUT

INITIALS: **JT** LESSOR & **JP** GOVT

General Notes

UNITED STATES BANKRUPTCY COURT  
 CENTRAL DISTRICT OF CALIFORNIA  
 300 N. LOS ANGELES STREET, SUITE #1105  
 LOS ANGELES, CA 90012  
 P: 213.894.8265 F: 213.894.0979

NO.	REVISION/DESCRIPTION	DATE

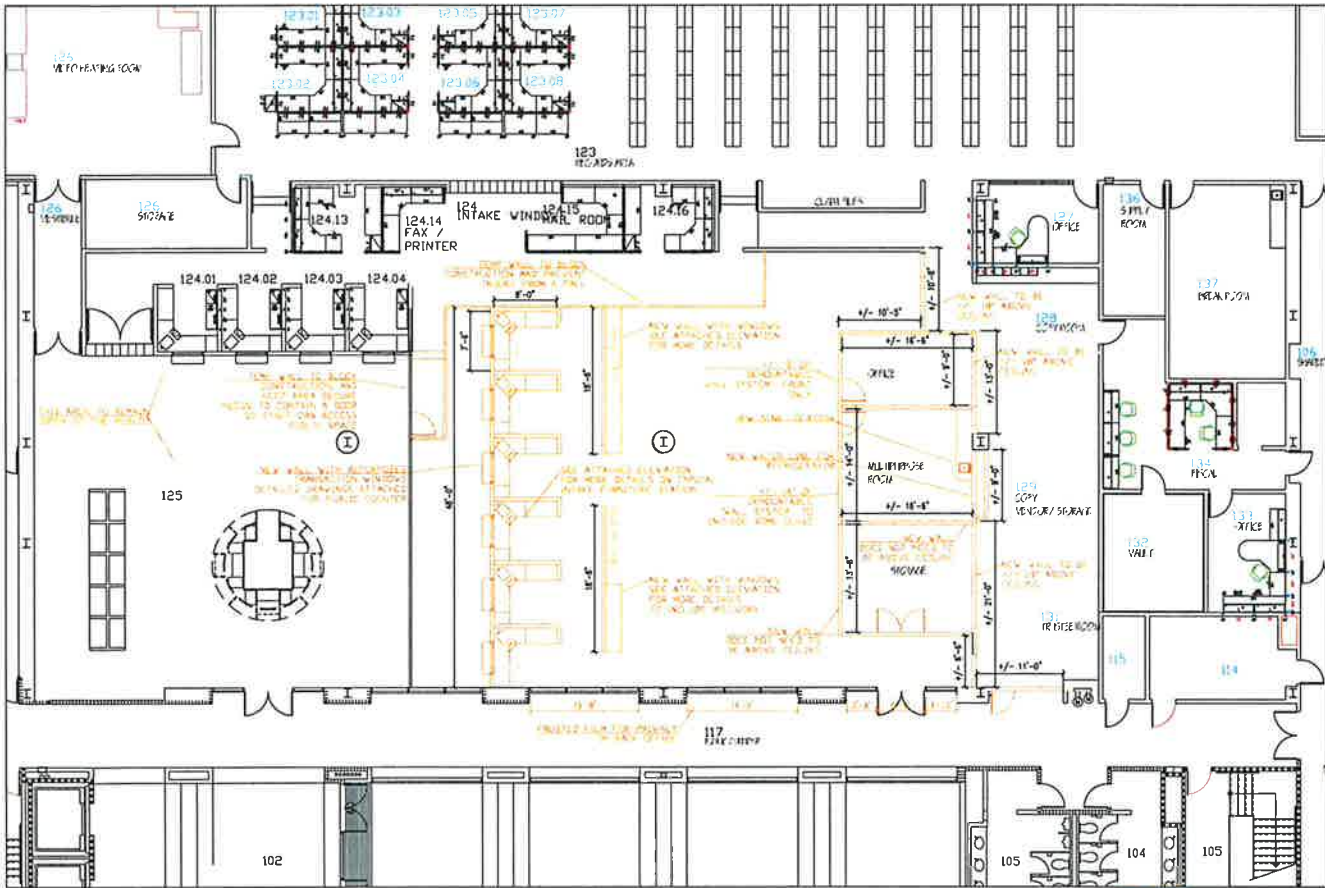
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 TIME: 10:00 AM

PROJECT NAME AND NUMBER  
 1900 PETERSON BUILDING  
 1001214-001  
 11/11/2011  
 11/11/2011

NO.	DATE	BY	SCALE
1	11/11/2011	JT	1/8" = 1'-0"

1 of 12





CONSTRUCTION PLAN PHASE I

MITALS:



&



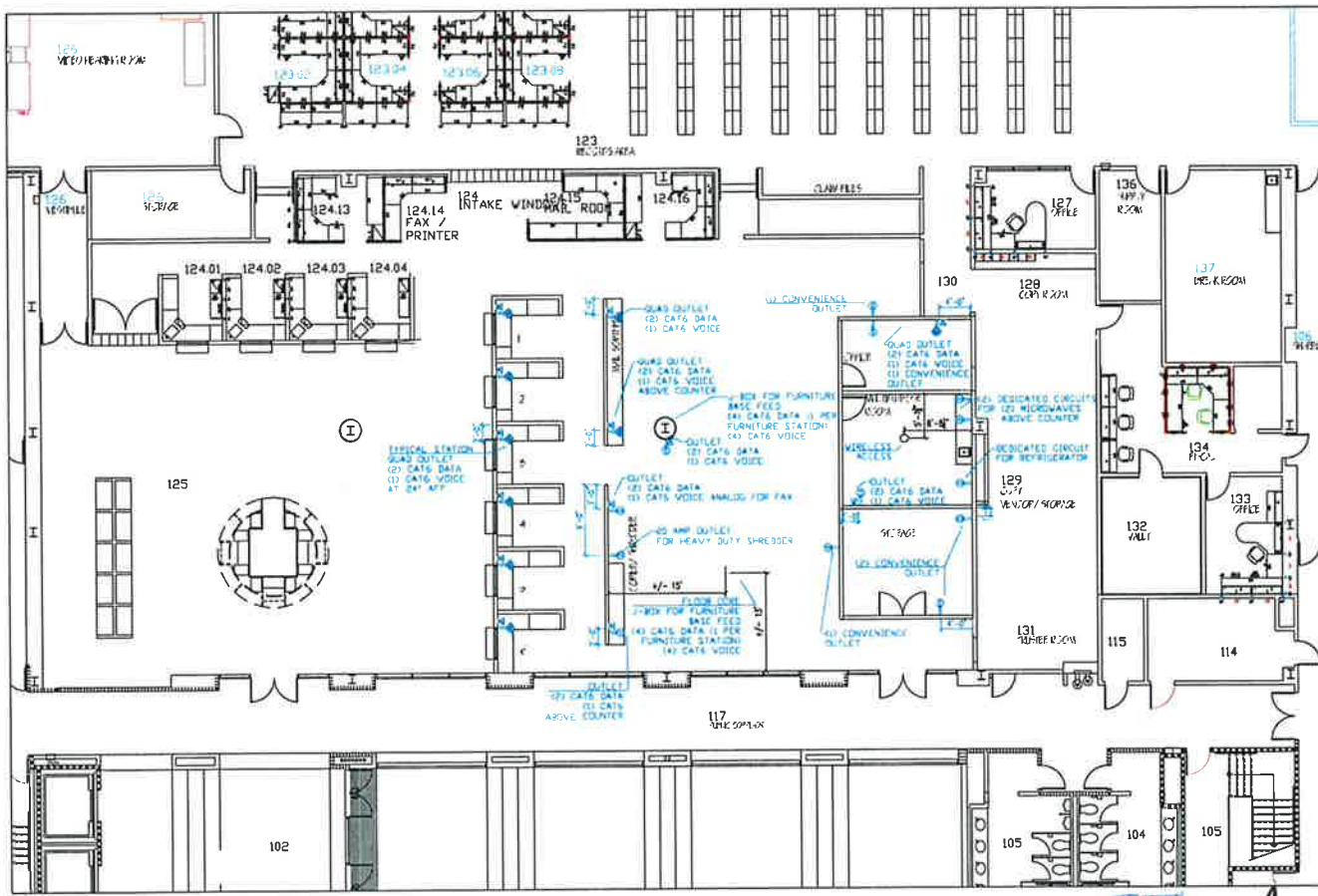
United States Bankruptcy Court  
 CENTRAL DISTRICT OF CALIFORNIA  
 700 N. LOS ANGELES STREET, SUITE #1105  
 LOS ANGELES, CA 90012  
 P: 213.894.4517 F: 213.894.0979

NO.	REVISION/ISSUE	DATE

CHUCK WILSON

BY: [Signature] DATE: 11/11/11

5 OF 12

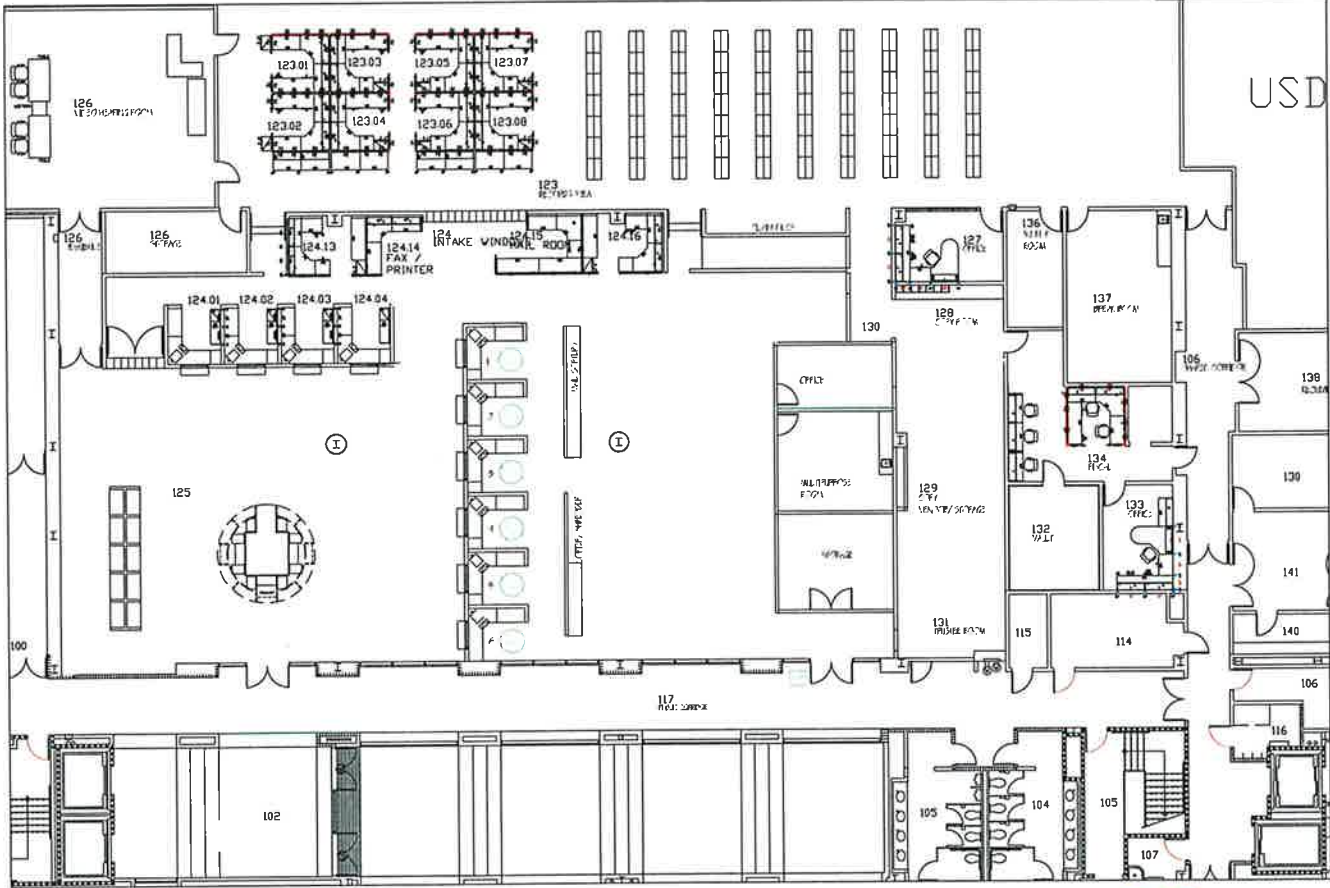


ELECTRICAL PLAN PHASE I

INITIALS: **JL** LESSOR

8 **lp** GOVT.

<p>UNITED STATES BANKRUPTCY COURT          CENTRAL DISTRICT OF CALIFORNIA          500 N. LOS ANGELES STREET, SUITE #1105          LOS ANGELES, CA 90012          P. 213.894.4917 F. 213.894.0979</p>						
<p>DATE: _____</p> <p>BY: DANIEL HANSON</p> <p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION			
NO.	DATE	DESCRIPTION				
<p>4 of 12</p>						



USD

SECURITY PHASE I

D.A. DURESS ALARM

C.R. CARD READER

INITIALS: **JT**  
LESSOR

**JG**  
GOVT

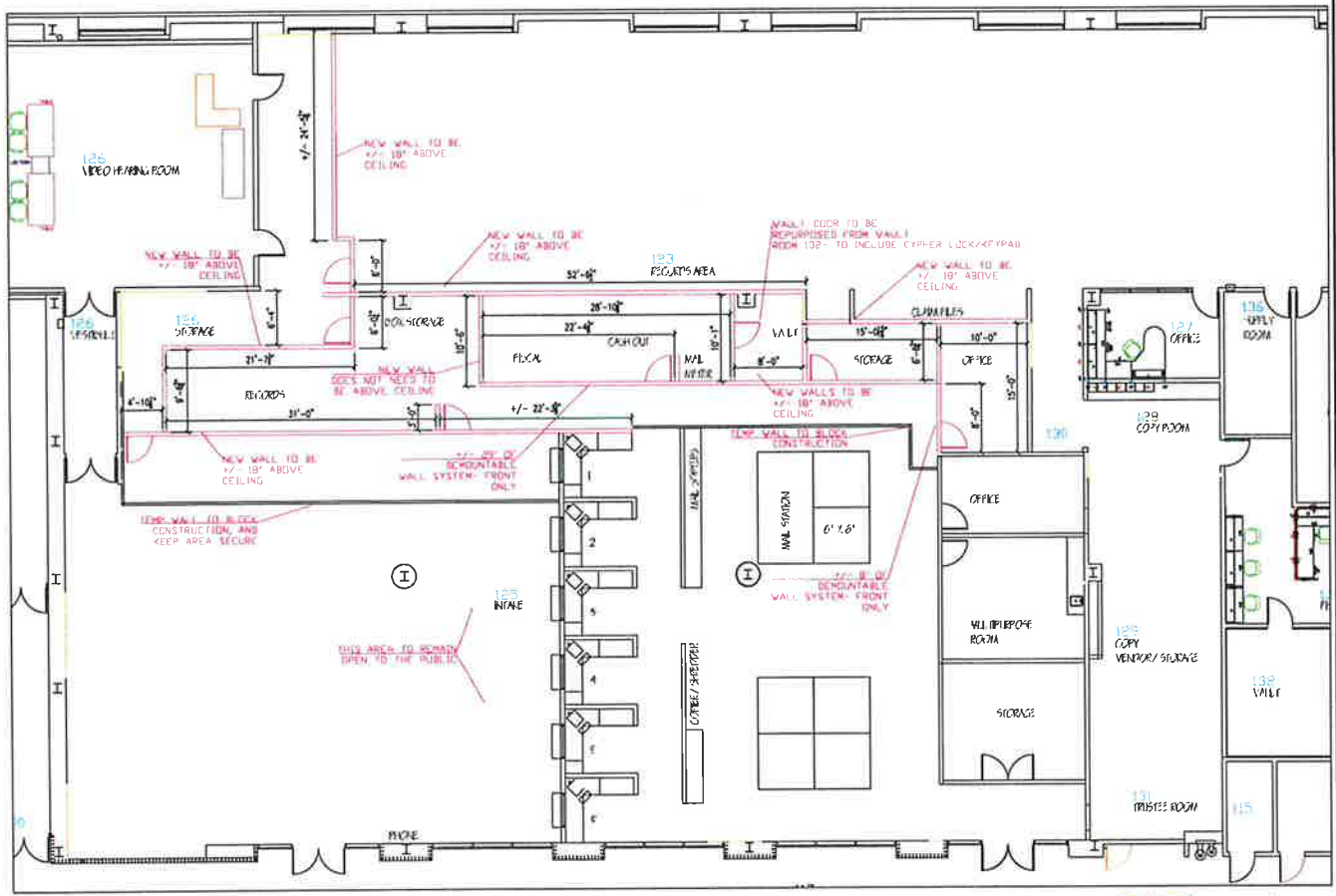
Security Title

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
900 N. LOS ANGELES STREET, SUITE #1109  
LOS ANGELES, CA 90012  
P: 213.894.4517 F: 213.894.0979

No.	Number/Price	Date
1		
2		
3		
4		
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6		
7		
8		
9		
10		
11		
12		

5 of 12





CONSTRUCTION PLAN PHASE 2

INITIALS: **JL** LESSOR & **JP** GOVT

General Notes

UNITED STATES BANKRUPTCY COURT  
 CENTRAL DISTRICT OF CALIFORNIA  
 300 N. LOS ANGELES STREET, SUITE #1105  
 LOS ANGELES, CA 90012  
 P. 213.894.4517 F. 213.894.0979

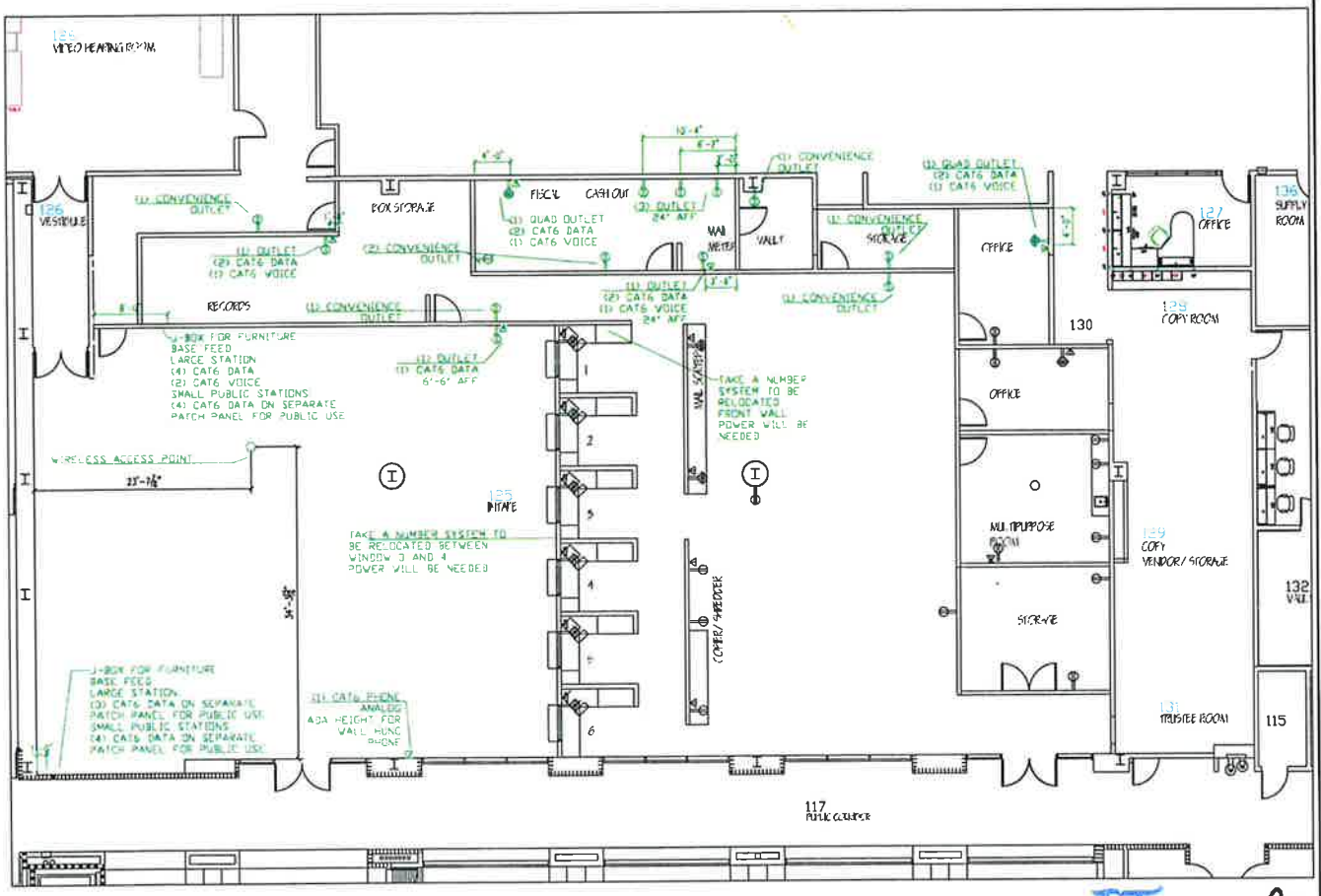
No.	Revised/Issued	Date

DATE: 11/15/11

BY: [Signature]

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ELECTRICAL PLAN PHASE 2

INITIALS: **JL** LESSOR & **JOV**

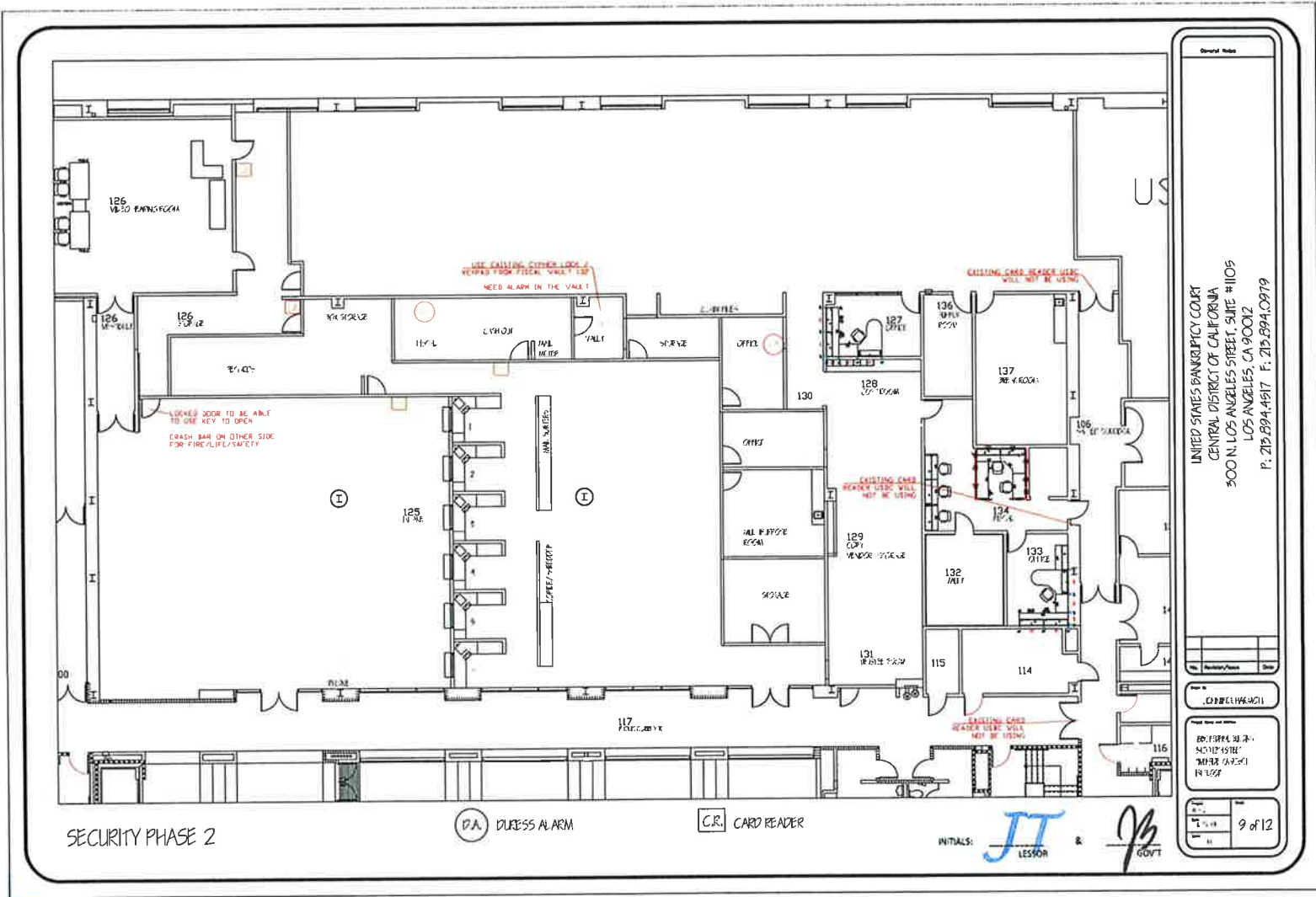
Contract Notes

UNITED STATES BANKRUPTCY COURT  
 CENTRAL DISTRICT OF CALIFORNIA  
 900 N. LOS ANGELES STREET, SUITE #105  
 LOS ANGELES, CA 90012  
 P: 213.894.4517 F: 213.894.0979

No.	Revision/Change	Date

DATE: 08/15/2011  
 TIME: 11:00 AM

Page 8 of 12



General Note

UNITED STATES BANKRUPTCY COURT  
 CENTRAL DISTRICT OF CALIFORNIA  
 300 N. LOS ANGELES STREET, SUITE #1105  
 LOS ANGELES, CA 90012  
 P: 213.894.4517 F: 213.894.0979

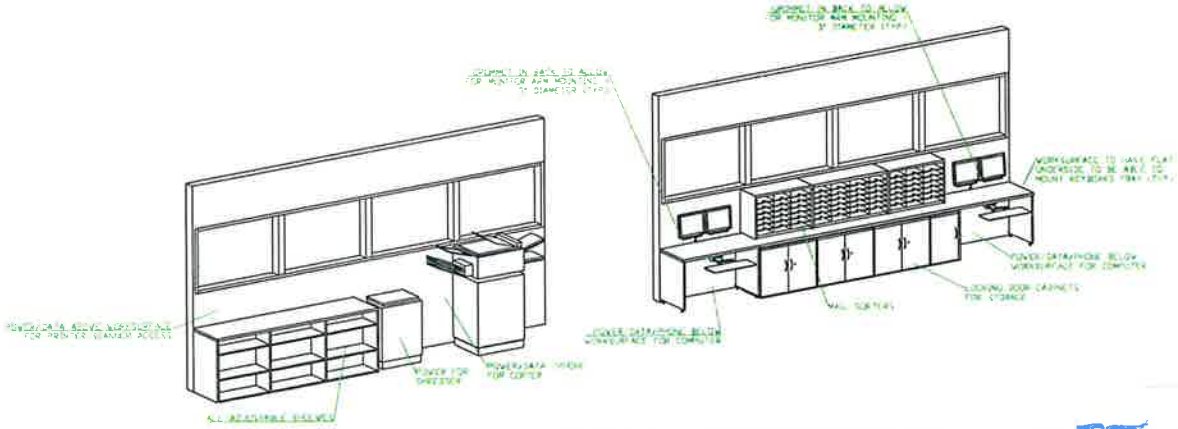
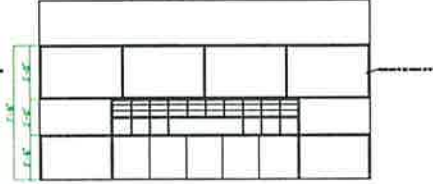
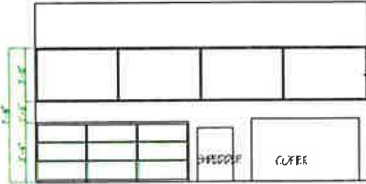
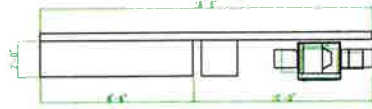
No.	Description/Notes	Date
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Total Area of Work 60,000 SQ FT 50,000 SQ FT 10,000 SQ FT		
11	9 of 12	

SECURITY PHASE 2

(D.A.) DURESS ALARM

(C.R.) CARD READER

INITIALS: JT LESSON & JB GOVT



ELEVATIONS

INITIALS: **JT** LESSOR & **GP** GOVT

United States Bankruptcy Court  
 Central District of California  
 300 N. Los Angeles Street, Suite # 1105  
 Los Angeles, CA 90012  
 P: 213.894.4517 F: 213.894.0979

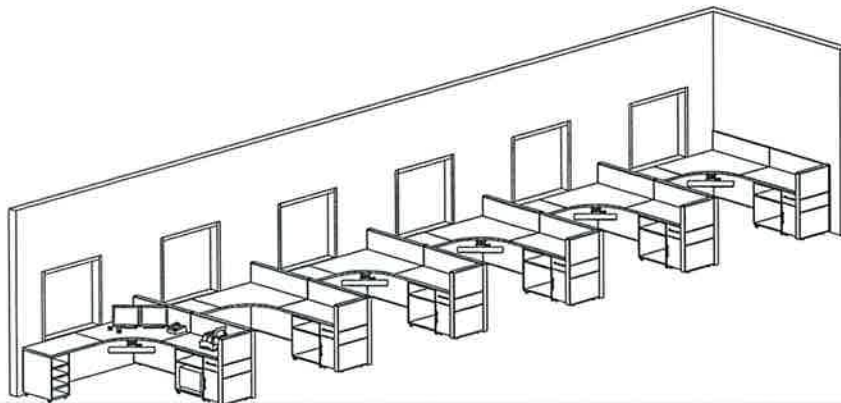
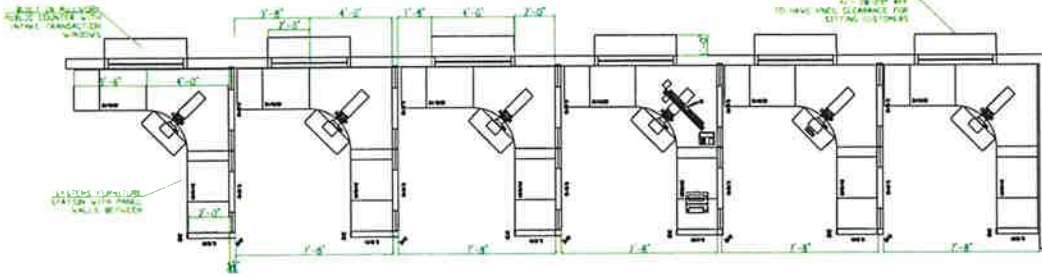
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Drawn by: **CANICE WESLEY**

Check Name and Title:  
**EDITH M. BROWN**  
 COURT REPORTER  
 11/15/2011

FILED	DATE

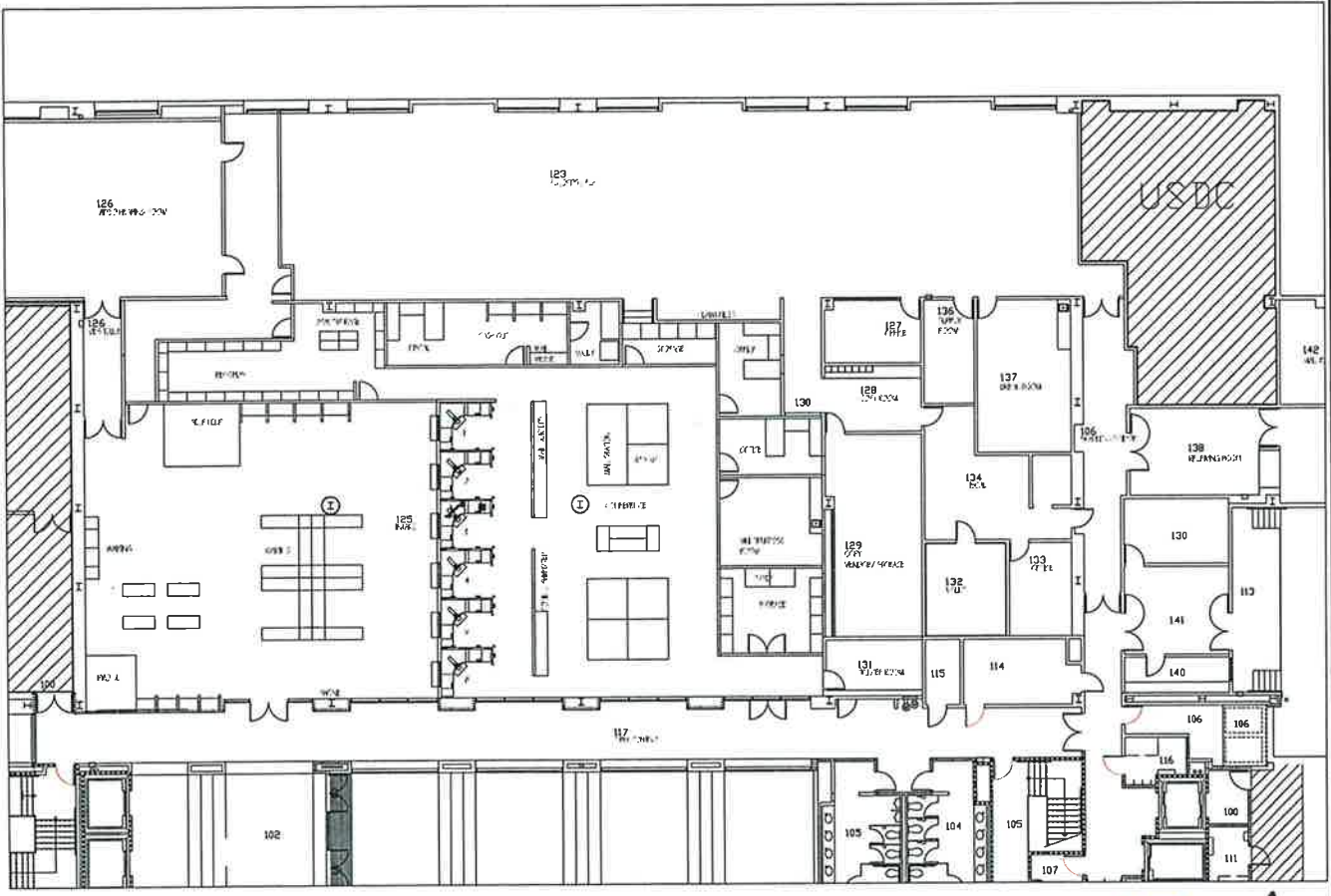
10 of 12



ELEVATIONS

INITIALS: **JT** LESSOR & **JG** GOVT

<p>UNITED STATES BANKRUPTCY COURT          CENTRAL DISTRICT OF CALIFORNIA          300 N. LOS ANGELES STREET, SUITE #1105          LOS ANGELES, CA 90012          P: 213.894.4517 F: 213.894.0979</p>	
No.	Revisions/Notes
Drawn by	ENRICH HEAVEN
Check date and status	10/20/2018 40% COMPLETE 10/20/2018 10/20/2018
Page	11 of 12



FINAL LAYOUT

INITIALS: *JT* LESSOR & *JP* GOVT

General Notes

UNITED STATES BANKRUPTCY COURT  
 CENTRAL DISTRICT OF CALIFORNIA  
 300 N. LOS ANGELES STREET, SUITE #1105  
 LOS ANGELES, CA 90012  
 P: 213.894.4617 F: 213.894.0979

No.	Revisions/Notes	Date

DATE: 11/11/11

BY: JT

FOR: JT & L

DATE: 11/11/11

BY: JP

FOR: GOVT

12 of 12

## General Notes

### USPO - Special Requirements for Riverside USBC Courthouse, CA

**General Notes:**

- The U.S. Courts Design Guide (USCDG) - 2007 is the definitive requirement for new construction of court required spaces. While this document is called a "guide", it is nevertheless the binding document that is part of, and/or in addition to these Special Requirements. The purpose of these Special Requirements is to provide specific data and information that is unique to this project. However, any items that are not specifically listed in these Special Requirements but listed in the USCDG, are still considered requirements that must be provided by the lessor. Any discrepancies between the USCDG, the Special Requirements and the SFO document must be brought to the government's attention in writing and will be clarified by the court's representatives. The most stringent interpretation shall apply unless specifically noted otherwise.
- All Court areas of the building must have perimeter demising walls (slab to slab) for separation from other tenants or government agencies.
- As space is planned out per the program requirements, it is important to note that space calculations must be measured in occupiable square footage, from surface of wall to surface of wall for each enclosed area/office within the suite. This differs from the standard BOMA usable calculation of measuring space from center of wall to center of wall. Flexibility is required so that sufficient circulation and the extra allowance for walls are included in the total square footage. A written description of this variance is available from GSA. A test-fit layout showing that program requirements will fit within the space proposed will be required to be submitted for review, however, this test-fit will not be considered the final design. The test fit drawing is to show occupiable square footages of each room.
- Circulation Factors – Court circulation areas have not been explicitly called out in the following room-by-room description. Instead, circulation areas are calculated using the Multiplier for the Circulation Factor for each division provided in the USCDG. The area for circulation is added to the individual areas identified in the area attribute descriptions to obtain the overall tenant areas listed in the SFO. The following table clarifies the circulation factors used:
 

Space	Circulation Factor	Multiplier
Probation Offices	19%	0.2346
- For the purpose of identifying minimum acoustic requirements, the minimum wall construction types A, B, C, & D are to be as follows below. Where two different wall types are specified for adjacent rooms, the higher STC wall is to be used. Note that final wall type assignments are to be coordinated with applicable codes. Also note that these requirements are not to supersede the additional acoustic performance requirements stated in the USCDG for the individual areas. The following are wall types with suggested wall/ceiling assembly designs to achieve minimum listed acoustic STC ratings:
  - Type A: Ceiling height partition consisting of 1 layer 5/8" gypsum board each side of metal studs. No batt insulation required. Minimum STC 35
  - Type B: Ceiling height partition consisting of 1 layer 5/8" gypsum board each side of metal studs with R-13 batt insulation inside wall cavity. R-13 batt insulation also to be provided above the ceiling tile of the entire office. Minimum STC 40
  - Type C: Partition to penetrate 6" above ceiling tile. Partition to consist of 1 layer 5/8" gypsum board each side of metal studs with R-13 batt insulation inside wall cavity and above the ceiling of the entire office. Minimum STC 40
  - Type D: Slab to slab acoustically sealed partition consisting of 1 layer gypsum board each side of metal studs with R-13 batt insulation inside wall cavity. Minimum STC 45
- Doors in walls STC 45 and above are to be provided with hardware, including, but not limited to, seals, gaskets, and astragals that provide an STC rating for the door no less than 5 points lower than that of the adjacent wall, unless a different STC rating is noted in the USCDG.
- An acoustical engineer is to be retained to confirm that the proposed design, including all finishes, wall, door, and ceiling constructions and HVAC elements, conform to the specific criteria listed for each room in the USCDG.
- Millwork: All millwork is to be plastic laminate exposed surfaces with melamine interiors. Colors tbd.
- HVAC - Each enclosed room to be provided with a separate supply and return. The server room shall have continuous 24/7 cooling with separate package units. All other areas to be zoned and designed per the code and SFO standards unless noted otherwise. Temperature ranges must comply with the U.S. Courts Design Guide.

INITIALS: JT & JB  
 LESSOR & GOVT

## General Notes

### USPO - Special Requirements for Riverside USBC Courthouse, CA

10. **Electrical** - Lessor will be responsible for providing housekeeping and utility outlets within the space which will be in addition to tenant required outlets. Locations of these outlets to be approved by court representatives during the documentation phase. One half of all outlets are to be provided with isolated ground power, or other 'clean' power for computer use. Isolated ground, or 'clean' power outlet locations will be identified by court representatives. All receptacle power shall be 20amp service unless otherwise required for tenant equipment. Junction boxes shall be provided for modular systems furniture, security equipment, and AV equipment as required and connected to building power source. See USMS manuals and the USCDG for required emergency power and associated lights and equipment.
11. **Lighting** - the layout of light fixtures should take into consideration the location of furniture, shelves, bookcases, and equipment and must meet minimum USCDG footcandle criteria. Building standard light fixtures are acceptable in most areas except as noted otherwise in the individual room attribute sheets.
12. **Telecommunications** - each voice/data outlet listed below will require 1" diameter conduit, boxes, pull string, and infrastructure pathways (cable trays, j-hooks) so that the government's vendor can pull cabling from the telecom closet to the individual outlets and terminate. All cabling and face plates for telecommunications will be provided by the government's vendor and typically have 2 voice and 2 data connections for each outlet box. Outlet box quantities are listed in the following room-by-room descriptions. The pathway design shall conform to EIA/TIA standards. The Lessor may be asked to provide cost options for cable installation.
13. **Audio/video (AV) infrastructure** - A court hired AV designer will specify equipment and locations. The lessor's electrical engineer is to coordinate with this AV designer and provide necessary infrastructure such as conduit, boxes, pull string, cable trays, j-hooks, and electrical requirements so that the government's vendor can pull cabling from the AV closet to the individual outlets and terminate. All AV cabling, equipment and face plates will be provided by the government's vendor. Coordinate required conduit sizes with the AV designer. The Lessor may be asked to provide cost for structured cabling and equipment installation as an additive alternate in the IGE and Construction Bid. AV cabling in paths/routes located 1) above private USPO suite spaces can hung by J-hooks and 2) above public space shall be pulled through conduit.
14. **Security** - The U.S. Marshal Service (USMS) is responsible for all security related aspects of the design and equipment. The USMS will note locations of security equipment on the final space plan. The USMS will contract out to a separate vendor for the purchase and installation of the equipment. Equipment noted in the room attribute sheets is for infrastructure provision information only. The Lessor will install the electrical power and the infrastructure necessary to support the security devices, equipment and cabling including conduit, backboxes, mudrings and nylon pullstrings. The cutsheets for devices and equipment can be provided upon request. A j-box is needed to support the card reader at ABAAS-height on the strike side of the pullside of the door with the conduit stubbed up to 6" above the ACT ceiling. Security cabling in paths located 1) above private USPO suite spaces can hung by J-hooks and 2) above public space shall be pulled through conduit.
15. **Door Hardware/Security** - Unless otherwise noted, all doors are to be provided with a mortised lockset. Refer to the SRAC diagrams in the USCDG for clarification of lockset types between rooms. Access control is to be provided where required per USMS Publication 64 - Requirements and Specifications for Special Purpose and Support Space Manual, Volume 3 and as noted in this document. Where door contacts are required provide mortised triple biased contacts for ANSI cutouts. The door separating the lobby from the back-of-office area will be locked at all times with the door release function located at each of the reception staffed locations. Door hardware shall be a classroom function lock with rigid handle and keyed cylinder that can be unlocked with either a hard key or a key card on the pullside and with a panic bar, (not a delayed-egress panic bar), on the push side. One input for the security connection is needed for the card reader system. The General Contractor will need to install the infrastructure necessary to support the security devices, security equipment and security cabling including the properly sized conduit, backboxes, mudrings and nylon pullstrings. The GC's door contractor will need to subcontract with a "certified electrified door hardware company" to prep the door hardware properly for the eventual Tyco dry-contact security connection. The USMS will contract with Tyco directly to supply and install the security devices, security equipment and security cabling. This includes the cardreaders.
- Further insight:**  
When the Circuit/Courts issue scopes of work to GSA for bidding by the general contractor the Courts state that the GC will provide the infrastructure to support the security devices and equipment, amounting to the conduit, the pullstring and the backboxes/mudrings. Also, the door hardware must be fully functional so that all that Tyco needs to do is to connect to the door's dry contact. The GC bids on all that. Then, on the other side of the fence, USMS issues a task order to Tyco, for the same project, that includes the work from the dry contact at the door hardware back to the room that houses the security equipment and, of course, the installation of the security devices such as door security packages (card readers, cameras, intercoms, door releases) and wireless duress alarms. So, what is the problem?, we have asked. Why are the project's security aspects so difficult to execute? Where does the confusion ensue? The answer lies in the space between the door hardware functionality by the GC and the dry contact connection by Tyco. In the general contracting industry, e.g., to complete the electrification of VonDuprin hardware, the contractor would need to hire a "certified electrified door hardware company" that would interface with Tyco and the GC. For example, Tyco hired SCSC to do the public door security work on flrs 5, 6, 9 & 10 in Santa Ana at the Ronald Reagan Courthouse. SCSC is a certified electrified door hardware company. Apparently, the door hardware has internal security circuit boards that require specialists to install them.

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USPO - Special Requirements

### General Notes

**USPO - Special Requirements for Riverside USBC Courthouse, CA**

16. All tenant spaces to be provided with building standard window coverings.

17. Schedule - The Lessor's contractor shall incorporate the installation of government provided telecommunications, audio-visual equipment, and security equipment into the schedule to allow sufficient coordination in order to allow timely installation of equipment.

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**Riverside, CA - US PROBATION OFFICE backfill of USBC space**

**Backfill by USPO of some of the space released by USBC**

**PARKING REQUIREMENTS - We ask that GSA procure 28 offsite parking spaces.**

**Detailed Room Requirements**

**First Floor Buildout**

Qty	nsf	total nsf	Description
1	180	180	<b>Supervisory U.S. Probation Officer (SUSPO)</b>
			Wall type: (D) with paint
			Ceiling: Acoustical ceiling tile with additional batt insulation above per wall type specified
			Floor: 28 oz. Level-loop carpet tiles, direct glue down
			Base: 4" rubber cove base
			Electrical: two duplex outlets
			Voice/data: One drop
			Doors: Doors are to be provided with hardware, including, but not limited to, seals, gaskets, and astragals that provide an STC rating for the door no less than 5 points lower than that of the adjacent wall. Doors to have long vision panel above handle.
			Security: By Tenant: Wireless Duress Alarm
1	178	178	<b>Supervisory U.S. Probation Officer (SUSPO)</b>
			Wall type: (D) with paint
			Ceiling: Acoustical ceiling tile with additional batt insulation above per wall type specified
			Floor: 28 oz. Level-loop carpet tiles, direct glue down
			Base: 4" rubber cove base
			Electrical: two duplex outlets
			Voice/data: One drop
			Doors: Doors are to be provided with hardware, including, but not limited to, seals, gaskets, and astragals that provide an STC rating for the door no less than 5 points lower than that of the adjacent wall. Doors to have long vision panel above handle.
			Security: By Tenant: Wireless Duress Alarm
1	177	177	<b>Supervisory U.S. Probation Officer (SUSPO)</b>
			Wall type: (D) with paint
			Ceiling: Acoustical ceiling tile with additional batt insulation above per wall type specified
			Floor: 28 oz. Level-loop carpet tiles, direct glue down
			Base: 4" rubber cove base
			Electrical: two duplex outlets
			Voice/data: One drop
			Doors: Doors are to be provided with hardware, including, but not limited to, seals, gaskets, and astragals that provide an STC rating for the door no less than 5 points lower than that of the adjacent wall. Doors to have long vision panel above handle.
			Security: By Tenant: Wireless Duress Alarm
1	118	118	<b>U.S. Probation Officer (USPO) (Professional Admin and Line Positions)</b>
			Wall type: (C) with paint
			Ceiling: Acoustical ceiling tile with additional batt insulation above per wall type specified
			Floor: 28 oz. Level-loop carpet tile, direct glue down
			Base: 4" rubber cove base
			Electrical: two duplex outlets
			Voice/data: One drop
			Doors: Doors are to be provided with hardware, including, but not limited to, seals, gaskets, and astragals that provide an STC rating for the door no less than 5 points lower than that of the adjacent wall. Doors to have long vision panel above handle.
			Security: By Tenant: Wireless Duress Alarm
2	114	228	<b>U.S. Probation Officer (USPO) (Professional Admin and Line Positions)</b>
			Wall type: (C) with paint
			Ceiling: Acoustical ceiling tile with additional batt insulation above per wall type specified
			Floor: 28 oz. Level-loop carpet tile, direct glue down
			Base: 4" rubber cove base
			Electrical: two duplex outlets
			Voice/data: One drop
			Doors: Doors are to be provided with hardware, including, but not limited to, seals, gaskets, and astragals that provide an STC rating for the door no less than 5 points lower than that of the adjacent wall. Doors to have long vision panel above handle.
			Security: By Tenant: Wireless Duress Alarm
2	111	222	<b>U.S. Probation Officer (USPO) (Professional Admin and Line Positions)</b>
			Wall type: (C) with paint
			Ceiling: Acoustical ceiling tile with additional batt insulation above per wall type specified
			Floor: 28 oz. Level-loop carpet tile, direct glue down
			Base: 4" rubber cove base
			Electrical: two duplex outlets
			Voice/data: One drop
			Doors: Doors are to be provided with hardware, including, but not limited to, seals, gaskets, and astragals that provide an STC rating for the door no less than 5 points lower than that of the adjacent wall. Doors to have long vision panel above handle.
			Security: By Tenant: Wireless Duress Alarm
12	105	1260	<b>U.S. Probation Officer (USPO) (Professional Admin and Line Positions)</b>

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			Wall type:	(C) with paint
			Ceiling:	Acoustical ceiling tile with additional batt insulation above per wall type specified
			Floor:	28 oz. Level-loop carpet tile, direct glue down
			Base:	4" rubber cove base
			Electrical:	two duplex outlets
			Voice/data:	One drop.
			Doors:	Doors are to be provided with hardware, including, but not limited to, seals, gaskets, and astragals that provide an STC rating for the door no less that 5 points lower than that of the adjacent wall. Doors to have long vision panel above handle.
			Security:	By Tenant: Wireless Duress Alarm
4	64	256	<b>Admin Ass't - Support Staff (Operational Support Positions) - Workstations</b>	
			Wall type:	None. Open area for workstation.
			Ceiling:	Acoustical ceiling tile with additional batt insulation above per wall type specified
			Floor:	28 oz. Level-loop carpet tile, direct glue down
			Base:	4" rubber cove base
			Electrical:	two duplex outlets. GC to install cubicle electrical whip to be provided by tenant.
			Voice/data:	One drop.
			Security:	By Tenant: Wireless Duress Alarm
1	50	50	<b>Active File Area A (in Corridor)</b>	
			Wall type:	None. Open area for workstation.
			Ceiling:	Acoustical ceiling tile with additional batt insulation above per wall type specified
			Floor:	28 oz. Level-loop carpet tile, direct glue down
			Base:	4" rubber cove base
1	14	14	<b>Active File Area B (against wall near Work Area A)</b>	
			Wall type:	None. Open area for workstation.
			Ceiling:	Acoustical ceiling tile with additional batt insulation above per wall type specified
			Floor:	28 oz. Level-loop carpet tile, direct glue down
			Base:	4" rubber cove base
1	35	35	<b>Work Area A includes workstations</b>	
			Wall type:	None. Open area for workstation.
			Ceiling:	Acoustical ceiling tile with additional batt insulation above per wall type specified
			Floor:	28 oz. Level-loop carpet tile, direct glue down
			Base:	4" rubber cove base
			Electrical:	two duplex outlets. GC to install cubicle electrical whip to be provided by tenant.
			Voice/data:	One drop.
			Security:	None.
1	105	105	<b>Work Area B includes Cubicle with FAX + Shredder + Shared copier/printer</b>	
			Wall type:	None. Open area for workstation.
			Ceiling:	Acoustical ceiling tile with additional batt insulation above per wall type specified
			Floor:	28 oz. Level-loop carpet tile, direct glue down
			Base:	4" rubber cove base
			Electrical:	two duplex outlets. GC to install cubicle electrical whip to be provided by tenant.
			Voice/data:	One drop.
			Security:	By Tenant: Wireless Duress Alarm
n/a	n/a	included in Work Area D	<b>Work Area C includes three workstations for "touchdown" staff</b>	
			Wall type:	None. Open area for workstation.
			Ceiling:	Acoustical ceiling tile with additional batt insulation above per wall type specified
			Floor:	28 oz. Level-loop carpet tile, direct glue down
			Base:	4" rubber cove base
			Electrical:	two duplex outlets. GC to install cubicle electrical whip to be provided by tenant.
			Voice/data:	One drop.
			Security:	By Tenant: Wireless Duress Alarm
1	254	254	<b>Work Area D includes Galley with sink</b>	
			Wall type:	None. Open area for workstation.
			Ceiling:	Acoustical ceiling tile with additional batt insulation above per wall type specified
			Floor:	28 oz. Level-loop carpet tile, direct glue down in open office area with 36" wide VCT strip in front of galley cabinetry.
			Base:	4" rubber cove base
			<b>GALLEY</b>	
			Electrical:	1 duplex outlet above counter backsplash
			Lighting:	Continuous undercabinet fluorescent lighting operated by one wall switch.
			Millwork:	Furnish and install a kitchen-type counter, ABAAS accessible. The top and visible edges shall be plastic laminate, with pre-formed top with raised edges, a coved inner corner and a 6" backsplash. A double compartment 20-gauge stainless steel sink, plumbed for hot and cold running water with a movable high-rise laundry-type mixing faucet, and measuring approximately 33" x 22" x 7-3/8" deep shall be located at one end of the counter. Furnish and install upper and lower plastic laminate cabinets, finished to match room decor, with combination of adjustable shelves with cabinet doors and drawers. Area under sink to have opening for ABAAS with cabinet doors with the base attached. The pairs of doors shall each have a drawer above and one adjustable shelf inside.

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			Plumbing:	A double compartment 20-gauge stainless steel sink, plumbed for hot and cold running water with a movable high-rise laundry-type mixing faucet, and measuring approximately 33" x 22" x 7-3/8" deep shall be located at one end of the counter. Furnish and install a garbage disposal in the kitchen sink, (Badger Model 3/4HP or equivalent). Provide waterline for future refrigerator with icemaker. Provide "Instantaneous Hot & Chilled Water" system located under cabinet (location under cabinet must not conflict with ABAAS requirements).
			Accessories:	Furnish and install a wall-mounted paper towel holder and soap dispenser on the wall adjacent to the sink. The Lessor shall provide paper towels and liquid hand soap, which is biodegradable and unscented.
1	199	199	<b>Work Area E includes Cubicle with FAX + Shredder + Shared copier/printer</b>	
			Wall type:	(B) with paint
			Ceiling type:	Acoustical ceiling tile
			Floor:	28 oz. Level-loop carpet tile, direct glue down
			Base:	4" rubber cove base
			<b>WORK AREA</b>	Area for work cubicle. Cubicle provided by tenant.
			Wall type:	None. Open area for workstation.
			Ceiling:	Acoustical ceiling tile with additional batt insulation above per wall type specified
			Floor:	28 oz. Level-loop carpet tile, direct glue down
			Base:	4" rubber cove base
			Electrical:	two duplex outlets. GC to install cubicle electrical whip to be provided by tenant.
			Voice/data:	One drop.
			Security:	By Tenant: Wireless Duress Alarm
1	25	25	<b>Urinalysis Supplies Storage Room</b>	
			Wall type:	(D) with paint
			Ceiling type:	Solid gypboard with paint
			Floor:	VCT
			Base:	4" rubber cove base
			Security:	Cypher lock
1	150	150	<b>Reception</b>	
			Wall type:	(D) with paint. See attached Specification for Ballistic-rated demising window/door/wall between the reception and waiting room (lobby).
			Ceiling type:	Acoustical ceiling tile
			Floor:	28 oz. Level-loop carpet tile, direct glue down
			Base:	4" rubber cove base
			Electrical:	two duplex outlets. GC to install cubicle electrical whip to be provided by tenant.
			Voice/data:	One drop.
			Doors:	Doors are to be provided with hardware, including, but not limited to, seals, gaskets, and astragals that provide an STC rating for the door no less than 5 points lower than that of the adjacent wall.
			Security:	Entry door between waiting area and back of office to have cardkey access. Provide conduit and boxes to keypad and electric strike. The Intrusion Detection System (IDS) alarm keypad will be mounted on the wall inside the reception. See Intrusion Detection System Data/Specs. By Tenant: Wireless Duress Alarm Internal alarm with button at reception desk that will transmit audible signal to receiver at select offices/rooms within office suite. Automatic door lock with switch located at reception desk to lock door into back-of-office area in case of altercation in waiting room.
1	225	225	<b>Waiting Room (Lobby)</b>	
			Wall type:	(D) with paint. See attached Specification for Ballistic-rated reception and waiting room demising wall and door.
			Ceiling type:	Acoustical ceiling tile
			Floor:	28 oz. Level-loop carpet tile, direct glue down
			Base:	4" rubber cove base
			HVAC:	During working hours in periods of heating and cooling, ventilation shall be provided in accordance with ASHRAE Standard 62, <u>Ventilation for Acceptable Indoor Air Quality</u> where physically practical and to maximize tenant satisfaction. The HVAC system must be designed to supply at least 6 complex air changes per hour with a minimum of 20 percent fresh air. The room shall be separately zoned and have an individually controlled thermostat with security cover installed in the Reception Room.
			Electrical:	One duplex outlet.
			Millwork:	A plastic laminate public reception counter is needed with counter-to-ceiling break-resistant glazing (UL Standard 752). In order to meet ABAAS, one section of counter to be at standing height of 42" high and one section to be at ABAAS height. Provide break-resistant glazing per USCDG, Chapter 14.
			Public Entry Door:	Metal door with glazing
			Security:	Public entry door to have a Hirsch Scramble Pad (by USMS security vendor).
3	150	450	<b>Interview Room</b>	
			Wall type:	(D) with paint
			Ceiling:	Acoustical ceiling tile with additional batt insulation above per wall type specified
			Floor:	28 oz. Level-loop carpet tile, direct glue down
			Base:	4" rubber cove base
			Electrical:	two duplex outlets
			Voice/data:	One drop.
			Doors:	Doors are to be provided with hardware, including, but not limited to, seals, gaskets, and astragals that provide an STC rating for the door no less than 5 points lower than that of the adjacent wall. Doors to have long vision panel above handle.
			Security:	By Tenant: Wireless Duress Alarm

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2	50	100	<b>Toilet for Urinalysis Sample Collection (ABAAS Compliant Toilet Room)</b>
		Wall type:	(D) with paint above 5' ceramic tile wainscot.
		Ceiling type:	Solid gypboard with paint
		Floor:	Ceramic Tile with dark colored-grout, TBD by tenant
		Base:	Integral Cove Base Tile with 3/8" radius
		Millwork:	Plastic laminate shelving at perimeter of room. Plastic laminate sink and counter with backsplash with undercounter storage with doors and adjustable shelving.
		Accessories:	ABAAS compliant items: Wall-mounted toilet paper holder, mirror, recessed paper towel dispenser/disposal, sanitary napkin dispenser, liquid soap dispenser, toilet seat cover dispenser, and toilet grab bars with backing. Mirrors above sink and mirrors on two sides of the toilet for observation of user by officer.
		HVAC:	Vandal-resistant exhaust fan
		Plumbing:	ABAAS compliant water closet and washbasin with faucet and lever handles.
		Lighting:	Vandal-resistant lighting
		Electrical:	One GFCI duplex wall outlet near sink.
		Security:	Keyed lockset that locks from the inside with a throwbolt but that can be unlocked from the outside with a key. An indicator sign stating 'vacant' or 'in use' is required.
		4228	<b>nsf subtotal</b> From total nsf listed above
		2008	<b>Circulation</b>
		8234	<b>Subtotal usf on First Floor</b>
<b>Second Floor Buildout</b>			
2	150	300	<b>U.S. Probation Officer (USPO) (Professional Admin and Line Positions)</b>
		Wall type:	(C) with paint
		Ceiling:	Acoustical ceiling tile with additional batt insulation above per wall type specified
		Floor:	28 oz. Level-loop carpet tile, direct glue down
		Base:	4" rubber cove base
		Electrical:	two duplex outlets
		Voice/data:	One drop.
		Doors:	Doors are to be provided with hardware, including, but not limited to, seals, gaskets, and astragals that provide an STC rating for the door no less than 5 points lower than that of the adjacent wall. Doors to have long vision panel above handle.
		Security:	Keyed lock. 10lf of lower and upper plastic laminate cabinetry with melamine interior and adjustable shelves. Include grommets to access electrical below top of counter. One half of all cabinet door sets to be lockable.
1	400	400	<b>Conference Room</b>
		Wall type:	(D) with paint
		Ceiling type:	Acoustical ceiling tile with additional batt insulation above per wall type specified
		Floor:	28 oz. Level-loop carpet tile, direct glue down
		Base:	4" rubber cove base
		Millwork:	10lf of lower and upper plastic laminate cabinetry with melamine interior and adjustable shelves. Include grommets to access electrical below top of counter. One half of all cabinet door sets to be lockable.
		HVAC:	Supplemental, separately zoned heating, ventilation, and air-conditioning in conformance with GSA and ASHRAE standards, is required. All duct penetrations into the room shall be baffled so as not to compromise the STC requirement.
		Lighting:	Lighting shall be provided by fluorescent ceiling fixtures. The fixtures shall be equipped with parabolic louvers/lenses. The lamps shall be in the 3600 to 4900 Kelvin range, the T8 or T12, cool white lamp type and shall be located in such a configuration and pattern so as not to produce glare on the wall mounted screen as seen from the conference table and still provide adequate light on the conference table and the participants. The level of light on the conference table surface and participants shall be between 80 and 100 foot candles. For video teleconferencing purposes, two dimmer switches shall be installed to allow for adjusting lighting levels in the front and back zones of the room. Lutron Eye programmable light system or equal is desired.
		Electrical:	Four duplex outlets on walls. See floor box entry below. One duplex outlet shall be ceiling mounted above conference table in order to power the ceiling mounted projector screen. The location of the outlet is to be coordinated with the tenant.
		Voice/data:	2 drops each at wall, 2 duplex floor boxes (must be mounted flush to finished floorcovering.) A separate telephone line will be installed within the Conference Room for use by occupants.
		Floor Box for Electrical, Telecom and AV	Two outlets. Flush floor mounted monument for telecom, AV and electrical under conference room table in center of room to be coordinated with tenant. Controls to wall-mounted TV screen to run in floor via conduit to wall from under table.
		Doors:	Doors to have 18" sidelight adjacent to door on strike side. Doors are to be provided with hardware, including, but not limited to, seals, gaskets, and astragals that provide an STC rating for the door no less than 5 points lower than that of the adjacent wall.
		AV:	Lessor will provide structural wall backing, power and data for future 60" wall-mounted television screen / data monitor provided by tenant. Lessor will install screen mounting bracket. Lessor will provide HDMI backbox, conduit and pullstring to an area behind the screen recessed in the wall.
		Security:	By Lessor: Provide conduit and boxes to support cardreader and electric strike at entry door. Provide door hardware that can override the access key card system when a metal key is inserted into lockset. By Tenant: Wireless Duress Alarm
1	92	92	<b>Secured EMS Repair/Storage (room dedicated to cleaning and repairing clientele's ankle monitors)</b>
		Wall type:	(D) with paint
		Ceiling type:	Solid gypboard with paint
		Floor:	VCT
		Base:	4" rubber cove base

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			Millwork:	Shelving will be provided by Tenant
			Electrical:	one duplex outlet
			Voice/data:	One drop
			Door:	The entry door shall be solid wood core or metal sheathed and have inaccessible hinge pins or nourishing fixed-hinge pins.
			Security:	Cypher lock with key
1	100	100	<b>Secured Supply Room</b>	
			Wall type:	(D) with paint
			Ceiling type:	Solid Gypsum wallboard with paint
			Floor:	VCT
			Base:	4" rubber cove base
			Electrical:	one duplex outlet
			Door:	The entry door shall be solid wood core or metal sheathed and have inaccessible hinge pins or nourishing fixed-hinge pins.
			Security:	Cypher lock with key
1	100	100	<b>Secured Equipment Storage Room</b>	
			Wall type:	(D) with paint
			Ceiling type:	Solid gypsum wallboard with paint
			Floor:	VCT
			Base:	4" rubber cove base
			Millwork:	Shelving provided by Tenant
			Electrical:	one duplex outlet
			Voice/data:	One drop
			Door:	The entry door shall be solid wood core or metal sheathed and have inaccessible hinge pins or nourishing fixed-hinge pins.
			Security:	Cypher lock with key
1	177	177	<b>Work Area include the following functions: Workstation + FAX + Shredder + Shared copier/printer.</b>	
			Wall type:	(B) with paint
			Ceiling type:	Acoustical ceiling tile
			Floor:	VCT
			Base:	4" rubber cove base
			Millwork:	ABAAS compliant plastic laminate work counter with open shelving above and below.
			Electrical:	8 dedicated duplex outlets above counter backsplash. Furnish and install a dedicated NEMA orange Isolated Ground Receptacle with a dedicated isolated circuit for photocopier. Contractor to confirm with Agency as to the equipments' power requirements.
			Lighting:	Continuous undercabinet fluorescent lighting operated by two double-throw wall switches.
			Voice/Data:	2 voice drops above counter. 4 data drops above counter.
			HVAC:	Quiet exhaust fan to be located in ceiling above photocopier and operated by a wall switch with timer. Sound rating shall be less than 1.0 Sones.
1	58	58	<b>Secured Vault Room</b>	
			Wall type:	(D) with paint
			Ceiling type:	Solid Gypsum wallboard with paint
			Floor:	VCT
			Base:	4" rubber cove base
			Electrical:	one duplex outlet
			Door:	The entry door shall be solid wood core or metal sheathed and have inaccessible hinge pins or nourishing fixed-hinge pins.
			Security:	Cypher lock with key
1	150	150	<b>Secured Computer Server Room</b>	
			This room will accommodate a minimum configuration consisting of the following: a telephone system; a Local Area Network (LAN) file server and related equipment, e.g., a LAN rack, and computer equipment consisting of a controller and printer and security system. The security system will transmit signal by tapping into the analog FAX line that will be in this room. Security will also require a 64 sq. ft. white painted 1-hr fire rated 3/4" plywood panel within the server room to mount the security equipment.	
			Wall type:	(D) with paint
			Ceiling type:	Solid Gypsum wallboard
			Floor:	Anti-static, dissipative flooring
			Base:	4" rubber cove base
			Electrical:	4 dedicated duplex outlets, 4 duplex outlets
			Voice/data:	3 drops each.
			Door:	The entry door shall be solid wood core or metal sheathed and have inaccessible hinge pins or nourishing fixed-hinge pins.
			Fire / LifeSafety:	If the sprinkler heads are not recessed, they are to be protected by metal cages to prevent accidental breakage. An ABC type fire extinguisher is required to be furnished, installed and maintained by the Lessor.
			HVAC:	Provide 24-hr. cooling with a separate unit. BTU level and Relative Humidity Ranges are to be determined with a Tenant-provided equipment list. This room shall be maintained between 68 degrees and 72 degrees Fahrenheit. The HVAC system must be capable of maintaining plus or minus 2 degrees of the thermostat setting. HVAC shall be thermostatically controlled within the room and be independent of the house system. The equipment in this room will be operational 24 hours a day, 7 days a week. Should this room overheat, an audible alarm must be provided that transmits within and outside of the server room. This temperature alarm system must be able to communicate electronically to probation personnel offsite.
			HVAC Overtime Utilities:	The Offeror shall submit the rate for providing HVAC for the Secured Computer/Network Room beyond the normal hours specified in the GSA Lease Section regarding (SERVICES, UTILITIES, MAINTENANCE), paragraph entitled "NORMAL HOURS." (This is for GSA planning purposes only.)
			Plumbing:	Condensate drain, if necessary, for cooling unit.
			Security:	Cypher lock with key



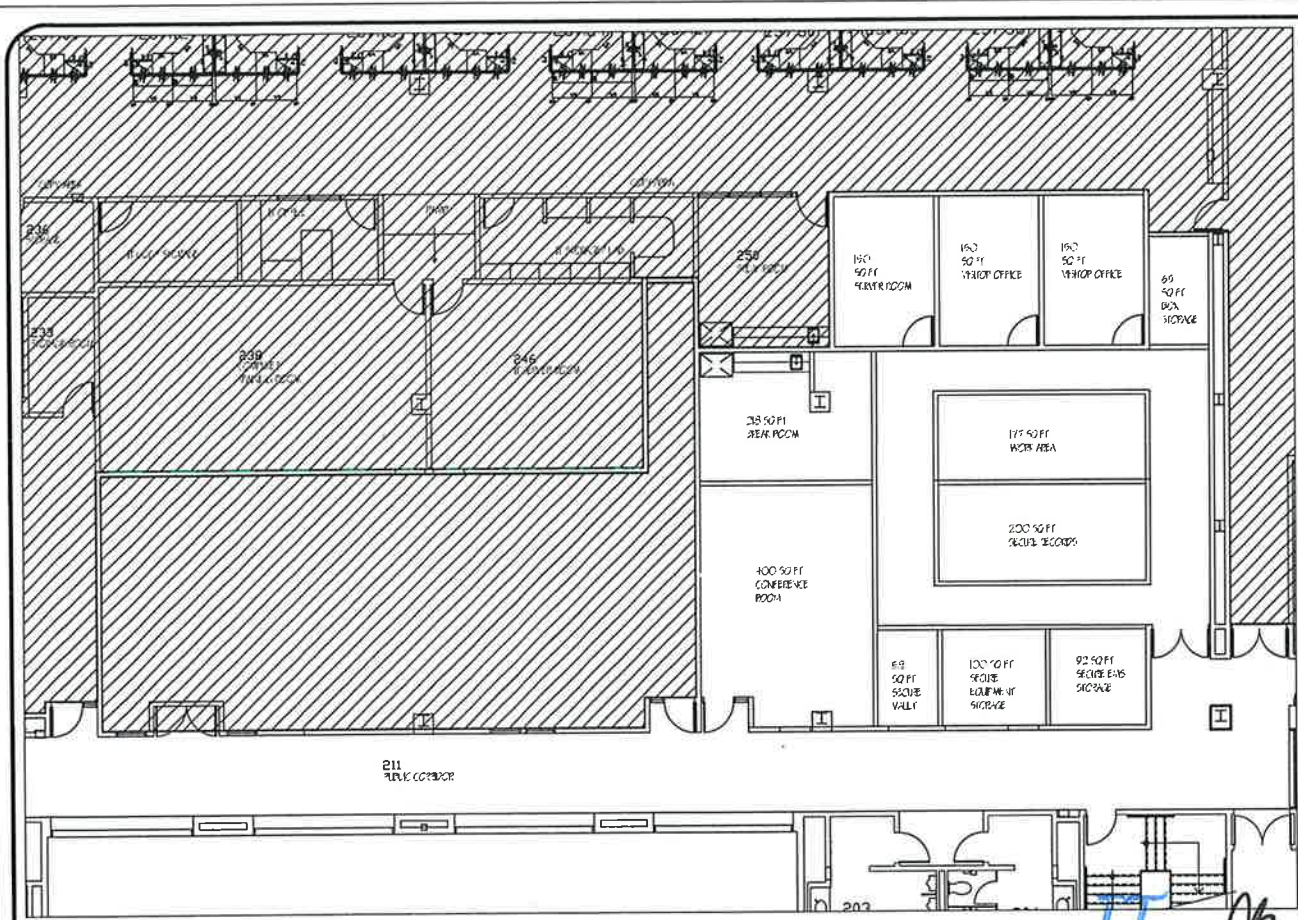


PROBATION 1ST FLOOR

INITIALS **JL** LESSON & **AS** GOVT

UNITED STATES BANKRUPTCY COURT  
 CENTRAL DISTRICT OF CALIFORNIA  
 500 N. LOS ANGELES STREET, SUITE #1105  
 LOS ANGELES, CA 90002  
 P: 213.894.4517 F: 213.894.0979

No.	Revision/Phase	Date
1	ENHANCEMENT	
DESIGN OF FEDERAL BLDG. 500 N. LOS ANGELES ST. 1105		
1		1 of 2



PROBATION 2ND FLOOR - OPTION 1

INITIALS: *JT* & *pb*  
LESSOR & SOVT

United States  
UNITED STATES-BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
300 N. LOS ANGELES STREET, SUITE #1105  
LOS ANGELES, CA 90002  
P: 213.894.4517 F: 213.894.0719

2 of 2



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**SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL IV**

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THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS THAT MAY BE INSTALLED IN THE LEASED SPACE, AND UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). BECAUSE EACH BUILDING IS UNIQUE, THE FINAL LIST OF SECURITY COUNTERMEASURES WILL BE DETERMINED DURING THE DESIGN PHASE AND IDENTIFIED IN THE DESIGN INTENT DRAWINGS AND CONSTRUCTION DOCUMENTS. AFTER COMPLETING THE CONSTRUCTION DOCUMENTS, THE LESSOR SHALL SUBMIT A LIST OF THE ITEMIZED COSTS. SUCH COSTS SHALL BE SUBJECT TO NEGOTIATION.

WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS OF THIS LEASE, THE STRICTEST SHALL APPLY.

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**DEFINITIONS:**

**CRITICAL AREAS AND SYSTEMS-** The areas that house systems that if damaged and/or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled Space (e.g., generators, air handlers, electrical feeds, utilities, telecom closets or potable water supply that may be located outside Government-controlled Space).

**SENSITIVE AREAS** – Sensitive areas include vaults, SCIFs, evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

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**FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS**

If the leased Space is greater than 75% of the space in the Building (based upon ABOA measurement), the requirements of **FACILITY ENTRANCES AND LOBBY** Section below shall apply to the entrance of the Building. If the leased Space is less than or equal to 75% of the space in the Building (based upon ABOA measurement), then the requirements of **FACILITY ENTRANCES AND LOBBY** Section below shall apply to the entrance of the leased Space.

**FACILITY ENTRANCES AND LOBBY**

**LIMITING LOBBY QUEUING**

The Lessor and the Government shall create a separate foot traffic flow pattern for employees and visitors at entrances to minimize lobby queuing caused by screening, visitor processing, and access control systems.

**PHYSICAL BOUNDARIES TO CONTROL ACCESS TO PUBLIC AND NON-PUBLIC AREAS – LEVEL IV**

The Government reserves the right to use stanchions, counters, furniture, knee walls or product-equivalents, IDS, electronic access control, and security guards, as determined by the Government, to establish physical boundaries to control access to non-public areas. The Lessor shall post directional signs as appropriate.

**LOBBY BLAST PROTECTION**

The Lessor shall reinforce window and door glass in critical areas, as determined by the Government, to resist an explosive blast.

**SCREENING REQUIREMENTS**

**VISITOR SIGN-IN/OUT AFTER HOURS**

The Lessor shall provide a system, acceptable to the Government, that after hour visitors to the Building shall be required to sign in and sign out either electronically or in a Building register.

**MAGNETOMETERS AND X-RAYS AT PUBLIC ENTRANCES**

Magnetometers and X-ray machines will be installed by the Government at the public entrance. Armed security guards, provided by the Government, will direct the occupants and visitors through the screening equipment. Appropriate lobby and entrance/exit space shall be made available for this purpose. This space shall be considered part of the lease common area and not ABOA square footage. The Government requires visitors to non-public areas to display a visitor's identification badge. If there are other non-Government tenants, the Lessor shall notify them of this requirement and assist those tenants in obtaining ID acceptable to the Government.

**ACCOMMODATION OF RETAIL/MIX USE SPACE**

There shall not be unscreened access to Government-protected space from retail or public space. All non-Government personnel must enter through a screening point.

**BALLISTIC PROTECTIVE BARRIER**

The Lessor shall provide for a ballistic protective barrier to a UL 752 level 3 standard, around guard booths, desks, or podiums where armed guards and other security personnel are stationed.

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**MAIL SCREENING ROOMS: COLLAPSE AND AIRBLAST INJURY PREVENTION**

The Lessor shall utilize hardening and venting methods for mail screening rooms and receiving areas, to prevent progressive collapse and limit airblast injuries in adjacent areas from explosives equivalent to \_\_\_\_\_ pounds of TNT detonated in this area. In the event of such explosion, significant structural damage to the walls, ceilings, and floors of the mailroom/receiving area may occur. However, the adjacent areas must not experience severe damage or collapse.

**COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS**

**PUBLIC RESTROOMS ACCESS (SHELL)**

The Lessor shall provide a means to control access to public restrooms within Government controlled space that is acceptable to the Government.

**SECURING CRITICAL AREAS**

Areas designated as Critical Areas shall be locked using fully HSPD-12 compliant electronic access control equipment (see IDS requirements). The Government shall have the right to monitor and limit access to these areas. Access shall be limited to authorized personnel, as determined by the Government.

**VISITOR ESCORT AND ID REQUIREMENTS**

The Government shall require the Lessor to escort contractors, service personnel, and visitors to all non-public areas. The Lessor shall require visitors to non-public areas to display a visitor ID at all times.

**SECURING COMMON BUILDING UTILITIES AND ACCESS TO ROOF**

The Lessor shall secure utility, mechanical, electrical telecommunication rooms, and access to interior space from the roof using locks and an Intrusion Detection System (IDS).

**CONTROL ACCESS TO CRITICAL AREAS WITHIN THE BUILDING**

The Lessor shall secure utility, mechanical, electrical telecommunication rooms, and access to interior space from the roof using electronic access control and an IDS.

**CRITICAL SYSTEM RELOCATION**

Critical Systems (e.g., mechanical, electrical, utility rooms; HVAC vents; emergency generator) shall be located at least 25 feet from the Building loading dock, entrances, unscreened vehicle entrance(s), and uncontrolled parking areas or implement sufficient

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standoff, hardening, and venting methods to protect critical Building system areas from a vehicle borne explosives equivalent to \_\_\_\_\_ pounds of TNT detonated at the loading dock, vehicle entrance, or uncontrolled parking area.

**RESTRICT CONTACT FROM PUBLIC AREAS WITH PRIMARY VERTICAL LOAD MEMBERS**

The Lessor shall implement architectural or structural features, or other positive countermeasures that deny contact with exposed primary vertical load members in the public areas. A minimum standoff of at least 100 mm (4 inches) is required.

**RESTRICT CONTACT FROM MAIL AREA WITH PRIMARY VERTICAL LOAD MEMBERS**

The Lessor shall implement architectural or structural features, or other positive countermeasures in the mail screening and receiving areas that deny contact with exposed primary vertical load members. A minimum standoff of at least 150 mm (6 inches) is required.

**INTERIOR OF SPACE**

**WEARING PHOTO ID IN GOVERNMENT SPACE**

The Lessor and his contractors shall be required to wear a photo ID, to be visible at all times, when in Government- controlled Space.

**SECURE EMPLOYEE ENTRANCE DOORS**

The Lessor shall provide a means to secure, as determined by the Government, doors identified by Government as employee entrance doors. The Government may elect to post guards to verify ID badges via visual and physical inspection before entry to Government occupied Space.

**LIMIT ON ENTRY POINTS (SHELL)**

The Government may elect to limit the number of entry points to the Building or to the Government occupied Space, to the fewest number practicable.

**FORMAL KEY CONTROL PROGRAM (SHELL)**

The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

**ELECTRONIC ACCESS FOR EMPLOYEES**

The Lessor shall provide electronic access control for employee entry doors without a guard post (including after-hours access) in conjunction with CCTV coverage.

**DELAYED EGRESS HARDWARE AT EMERGENCY EXITS**

The Lessor shall provide delayed egress hardware at emergency exits from critical or sensitive areas, if local codes allow the installation of this equipment.

**CONTROLLED ACCESS TO "SENSITIVE AREAS"**

The Government may elect to designate space within the leased Space as "sensitive areas" to be locked using electronic access control or high security locks. The Lessor shall not have access to these areas unless they are escorted by Government personnel.

**SITE AND EXTERIOR OF THE BUILDING**

**SIGNAGE**

**POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)**

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

**POSTING OF REGULATORY SIGNAGE (SHELL)**

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas, and site specific signage.

**LANDSCAPING AND ENTRANCES**

**LANDSCAPING REQUIREMENTS (SHELL)**

Lessor shall maintain landscaping (trees, bushes, hedges, land contour, etc.) around the facility. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals and packages/containers. Landscaping shall not obstruct the views of security guards and CCTV cameras, or interfere with lighting or IDS equipment.

**CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (SHELL)**

The Lessor shall separate from public access, restricted areas as designated by the Government, through the application of Crime Prevention Through Environmental Design (CPTED) principles by using trees, hedges, berms, or a combination of these or similar features, and by fences, walls, gates and other barriers, where feasible and acceptable to the Government.

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**HAZMAT STORAGE**

Where applicable, Lessor shall locate HAZMAT storage in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking.

**PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES – LEVEL IV (SHELL)**

Trash receptacles, containers, mailboxes, vending machines, or other fixtures and features that could conceal packages, brief cases, or other portable containers shall be located \_25\_ feet away from the Building. If the blast containment measures are proposed, a certification by a certified registered professional engineer that the equivalent mitigation capability is present is required.

**VEHICLE BARRIERS**

The Lessor shall provide vehicle barriers to protect pedestrian and vehicle access points, and Critical Areas from penetration by a 4700 pound vehicle traveling at 35 mile per hour.

**CHANNELING VISITORS TO AUTHORIZED AREAS/ENTRANCES**

If it is a multitenant Building or if the Space is in a campus-type setting, the Lessor shall install signage and walkways with fencing, landscaping, or other barriers to easily guide and direct pedestrians to authorized areas or entrances.

**PARKING**

**NUMBER OF PARKING ENTRANCES**

The number of parking entrances shall be limited to the minimum required for efficient operations or local code. Entrances to parking areas shall be equipped with vehicle gates to control access to authorized vehicles (employee, screened visitor and approved Government vehicle).

**ILLUMINATION OF ENTRANCES, EXITS, PARKING LOTS AND GARAGES (SHELL)**

Facility entrances, exits, parking lots and garages shall be illuminated to a minimum of 5 lumens, at all times.

**AUTHORIZED ACCESS TO PARKING (SHELL)**

Lessor shall limit parking and access to parking to authorized individuals.

**VEHICLE SCREENING**

The Government may elect to screen all visitor vehicles as prescribed by the Government. This screening shall include ID verification and visual inspection of the

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vehicle, including undercarriage. The Lessor shall provide adequate lighting in screening area to illuminate the vehicle exterior and undercarriage. CCTV coverage of the screening area shall be provided by the Lessor (see CCTV requirements).

**PUBLIC ACCESS TO GOVERNMENT PARKING AREAS**

Where there is Government controlled parking the area shall be controlled by limiting pedestrian access to the controlled parking areas. Pedestrian and vehicle access points to all parking areas shall be monitored by CCTV camera(s) at all times.

**SECURITY SYSTEMS**

**CLOSED CIRCUIT TELEVISION SYSTEM (CCTV)**

**LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE – LEVEL IV**

The Lessor shall design, install, and maintain a Closed Circuit Television (CCTV) system as described in this section. The CCTV system will support the entry control system (at entrances and exits to the space), with time lapse video recording, that will allow Government employees to view and communicate remotely with visitors before allowing access to the Space. As determined by the Government the CCTV system shall provide unobstructed coverage of designated pedestrian entrances and exits. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to installation. CCTV system testing and acceptance shall be conducted by the Government prior to occupancy. The CCTV system shall comply with the Architectural Barriers Act, section F230.0. The Government will centrally monitor the CCTV system. Government specifications are available from the Lease Contracting Officer. CCTV system components which fail or require maintenance or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed below.

**Security System Maintenance Criteria:** The Lessor in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a preventive maintenance program for all security systems the Lessor has installed. Any critical component that becomes inoperable must be replaced or repaired by the Lessor within 24 hours. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

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**GOVERNMENT PROVIDED PRODUCT, INSTALLATION, AND MAINTENANCE**

The Government shall provide and install an entry control system, with time lapse video recording, that will allow Government employees to view and communicate remotely with visitors before allowing access. This Closed Circuit Television (CCTV) system shall provide the Government with unobstructed coverage, as determined by the Government, of designated pedestrian entrances and exits. The Lessor shall permit twenty-four hour CCTV coverage and recording, provided and operated by the Government. The Government will centrally monitor the CCTV surveillance. Government specifications are available from the Contracting Officer. The Lessor shall post necessary regulatory, statutory, and/or site specific signage, as determined by the Government.

The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space. The Lessor shall facilitate the installation by allowing access to electrical panels and other areas of the building as necessary.

**INTRUSION DETECTION SYSTEM (IDS)**

**LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE – LEVEL IV**

The Lessor shall design, install, and maintain an Intrusion Detection System (IDS) as described in this section. The Government requires an IDS, which will cover perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS components include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy.

Basic Security-in-Depth IDS shall be connected to and monitored at a central station operated by the Department of Homeland Security Megacenters. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and Lessor points of contact. Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident. The Lessor must complete the Megacenters Alarm Requirements (MAR) application process specified by the Government to meet the monitoring requirements for a functional IDS.

Components which fail or require maintenance or which fail during testing shall be serviced in accordance with the Security System Maintenance Criteria listed below.



**Security System Maintenance Criteria:** The Lessor in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a preventive maintenance program for all security systems the Lessor has installed. Any critical component that becomes inoperable must be replaced or repaired by the Lessor within 24 hours. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor..

**GOVERNMENT PROVIDED SCOPE AND PRODUCT, INSTALLATION, AND MAINTENANCE** The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated by the Government. The Government shall provide and install an IDS on perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS— include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors.

Basic Security-in-Depth IDS shall be connected and monitored at a central station. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and Lessor points of contact. Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident.

The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space and shall facilitate the installation, including access to electrical panels and other areas of the building, as necessary.

#### **DURESS ALARM**

##### **LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE – LEVEL IV**

The Lessor shall design, install, and maintain a duress alarm system as described. Technical review shall be coordinated with the Government security representative, at the direction of the Lease Contracting Officer, prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy. This system shall comply with the Architectural Barriers Act, section F230.0.

The Lessor in consultation and coordination with the security provider and Government shall conduct security system performance testing annually. Testing must be based on established, consistent agency-specific protocols, documented and furnished to the Lease Contracting Officer. Components which fail or require maintenance or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed below.

**Security System Maintenance Criteria:** The Lessor in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a preventive maintenance program for all security systems they have installed. Any critical component that becomes inoperable must be replaced or repaired within 24 hours. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

#### **GOVERNMENT PROVIDED SCOPE, PRODUCT, INSTALLATION, AND MAINTENANCE**

The Lessor shall permit installation of a duress alarm system to be provided and operated by the Government. The Government, in coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, shall document and implement duress procedures for emergency situations.

The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space and shall facilitate the installation, including access to electrical panels and other areas of the building, as necessary.

#### **ADDITIONAL SECURITY SYSTEMS DESIGN REQUIREMENTS**

##### **SECURITY SYSTEMS DESIGN**

The Lessor, in consultation and coordination with security providers (internal or external) and the agency designated security representative, shall ensure at the time of system design, system construction, and throughout the term of the lease, that alarm and physical access control panels, CCTV components, controllers, and cabling shall be secured from unauthorized physical and logical access (Reference: Security Criterion

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Interior Security of Critical Areas). Computer-based systems may also be required to meet agency-specific CIO certification and accreditation requirements.

## **CENTRAL SECURITY CONTROL CENTER**

### **CENTRAL SECURITY CONTROL CENTER DESIGN**

The Lessor, in consultation and coordination with security providers (internal or external) and the agency designated security representative, shall design an onsite central security control center in compliance with all applicable INTERIOR security criterion and agency requirements. Design and technical review shall be coordinated with the Federal Protective Service and agency security representative prior to construction.

### **CENTRALIZED COMMUNICATIONS SYSTEM**

The Lessor, in consultation and coordination with security providers (internal or external) and the agency designated security representative, shall provide and maintain a communication system for security and emergency announcements. Communication may be achieved through public address systems, specially-designed phone systems, and computer-based mass delivery. This communication system should be utilized to provide emergency announcements, alerts and instructions to occupants. On site communication with guards (if applicable), designated response personnel and OEP support employees is essential during an incident. Procedures for standard announcements and drills shall be developed. Standard announcements may be prerecorded into the Building communication system for immediate notification.

### **EMERGENCY POWER TO SECURITY SYSTEMS**

The Lessor, in consultation and coordination with a security provider (internal or external) and the agency designated security representative, shall provide uninterruptible emergency power to essential electronic security systems for a minimum of 4 hours. Uninterruptible power can be provided through the use of batteries, emergency generators, UPS, or a combination thereof to meet the requirements.

### **SYSTEM PERFORMANCE TESTING**

The Lessor in consultation and coordination with a security provider (internal or external) and the agency designated security representative shall conduct security system performance testing annually. Testing must be based on established, consistent agency-specific protocols, and documented. Testing protocols will be determined at the time of design. Components which fail during testing shall be serviced in accordance with the security system maintenance criteria stated above.

## **STRUCTURE**

### **WINDOWS**

### **SHATTER-RESISTANT WINDOW PROTECTION**

The Lessor shall provide and install, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied Space meeting the following properties - Film composite strength and elongation rate measured at a strain rate not exceeding 50% per minute shall not be less than the following:

- Yield Strength: 12,000 psi
- Elongation at yield: 3%
- Longitudinal Tensile strength: 22,000 psi
- Traverse Tensile strength: 25,000 psi
- Longitudinal Elongation at break: 90%
- Traverse Elongation at break: 75%

THE ALTERNATIVE METHOD is for the Lessor to provide a window system that conforms to a minimum glazing performance condition of "3b" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD PE 4.3 or later to GSA performance condition "3b" (in accordance with the GSA Standard Test Method for Glazing and Window Systems Subject to Dynamic Loadings or Very Low Hazard (in accordance with ASTM F 1642, Standard Test Method for Glazing or Glazing Systems Subject to Air Blast Loading) in response to air blast load of 4 psi/28 psi-msec.

If the Lessor chooses the Alternative Method, the Lessor shall provide a description of the shatter-resistant window system and provide certification from a licensed professional engineer that the proposed system meets the above standard. Prior to installation, this will be provided for evaluation by the Government, whose approval shall not be unreasonably withheld.

#### **LOCK GROUND FLOOR WINDOWS (SHELL)**

The Lessor shall lock all ground floor windows with L-brackets using security screws, or equivalent measure, acceptable to the Government.

#### **SECURE NON-WINDOW OPENINGS (SHELL)**

The Lessor shall secure all non-window openings, such as, mechanical vents, utility entries, and exposed plenums to prevent unauthorized entry.

#### **PREVENT VISUAL OBSERVATION INTO "SENSITIVE AREAS"**

The Lessor shall provide blinds, curtains, or other window treatments in "Sensitive Areas" that can be employed to prevent visual observation of that area that is acceptable by the Government.

### **BUILDING SYSTEMS**

#### **EMERGENCY GENERATOR – LEVEL IV**

If an emergency generator is required by the Government, the Lessor shall locate the generator in a secure area, protected from unauthorized access, and vehicle ramming, if outdoors. The emergency generator and its fuel tank must be located at least 25 feet

from loading docks, entrances, and parking areas. (If the 25 foot distance cannot be achieved, a combination of standoff, hardening, and venting methods must be implemented to protect utilities from vehicle borne improvised explosive devices of \_\_\_\_\_ pounds of TNT equivalency.)

#### **SECURING ON-SITE PUBLICLY-ACCESSIBLE UTILITIES**

The Lessor shall secure the water supply handles, control mechanisms, and service connections at on-site publicly-accessible locations with locks and anti-tamper devices.

#### **SECURING AIR INTAKE GRILLES**

The Lessor shall secure air intake grilles less than 30 feet above grade or otherwise accessible. Air intake grills shall be secured with tamper switches connected to a central alarm monitoring station and monitored by CCTV. As an alternative the air intake may be relocated to a position greater than 30 feet above grade.

#### **HVAC SYSTEM FOR CHEMICAL, BIOLOGICAL AND RADIOLOGICAL (CBR) ATTACK-SUSCEPTIBLE AREAS**

The Lessor shall provide separate isolated HVAC systems in lobbies, loading docks, mail rooms and other locations as identified by a risk assessment as susceptible to CBR attack, to protect other building areas from possible contamination.

All exterior air handling units (AHUs), including the supply air for re-circulating AHUs, shall be equipped with Minimum Efficiency Reporting Value (MERV) 10 particulate filters. AHUs serving lobbies and mailroom, including the supply air stream for re-circulating AHUs, shall be equipped with Minimum Efficiency Reporting Value (MERV) 13 filters.

#### **SECURING UTILITY, SERVICE, AND HVAC ROOMS**

The Lessor shall secure utility, mechanical, electrical, telecom, and HVAC rooms, roof access points, and rooms containing HVAC system control panels with high security locks (UL 437 compliant) monitored by a Central Station Monitored - Intrusion Detection System (CSM-IDS).

#### **POWER DISTRIBUTION SYSTEMS**

The Lessor shall install emergency and normal power distribution systems (including electric panels, conduits, and switchgears) at least 25 feet apart.

#### **DOCUMENTED EMERGENCY PROCEDURES (SHELL)**

The Lessor shall develop and maintain documented procedures for emergency shut-down and/or exhaust of air handling system which shall be available for review by the Government for the purpose of developing its Occupancy Emergency Plan. (Note: OEP shall address closing or opening of windows when HVAC is in shut down mode developed in consultation with the Building engineer.)

## **OPERATIONS AND ADMINISTRATION**

### **LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (SHELL)**

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

### **ACCESS TO BUILDING INFORMATION (SHELL)**

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall only be released to authorized personnel, approved by the Government by the development of an access list and controlled copy numbering. The Lease Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record, including the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

### **SECURITY PLANS AND LAYOUTS – LEVEL IV**

The Lessor shall secure and keep safe any security plans, construction and alteration plans and layouts. This shall be addressed in the construction security plan.

### **CONSTRUCTION SECURITY PLAN**

The Lessor shall submit a security plan for all post-occupancy construction and alterations projects in the leased Space, throughout the term of this Lease. The construction security plan shall describe in detail, how the Government's information, assets, equipment, and personnel will be protected during the construction process. (This shall include background checks, restrictions on accessibility, and escorts for the construction personnel). The required security measures will vary with the risk presented during the project.

### **ADDITIONAL SECURITY REQUIREMENTS**

Pre-occupancy construction and initial space alterations shall require background checks, restrictions on accessibility, and escorts for construction personnel. The Lessor shall submit a construction security plan that addresses these measures.

### **SCREENING OF MAIL AND PACKAGES – LEVEL IV**

The Lessor shall provide dedicated space for the Government furnished security guards, agency personnel, or contracted personnel to inspect and screen all mail and packages using X-ray at a loading dock if present or at an existing screening location if there is no loading dock. Lessor shall locate mail receiving areas away from entrances, critical service utilities and IT distribution points. For mailroom security measures and mitigation of design events, reference GSA's "Guidelines for Mailroom Construction and

Renovation" and the U.S. Postal Inspection Service's "Mail Center Security Guide" Publication 166, September 2002 (at [www.usps.com](http://www.usps.com)). This space shall be considered part of the lease common area and not ABOA square footage.

**OCCUPANT EMERGENCY PLANS (SHELL)**

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and Government agency personnel.

**SECURITY GUARD POSTINGS**

The Government may elect to post armed security guards [assigned by the Government] at all screening checkpoints and at the entrances to Government-occupied Space.

**SECURITY GUARD PATROLS**

The Government may elect to provide interior and exterior roving guard patrols which shall be conducted during normal business hours. The security guard force, provided by DHS FPS, will be armed and equipped with a centralized radio network with incident response dispatch capability from the on-site central security control center. The Lessor and the Government shall develop in coordination with the Government's Designated (security) Official, the security guard response SOPs to alarms and incidents to ensure full coordination and cooperation between the on-site Lessor representative and the Government tenant(s).

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**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

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DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
	SUBCONTRACTING	41	52.209-6
42		52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
43		52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
44		52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
45		52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
46		52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
47		552.219-73	GOALS FOR SUBCONTRACTING PLAN

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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**4. 552.270-24 STATEMENT OF LEASE (SEP 1999)**

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

**5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)**

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

**6. 552.270-26 NO WAIVER (SEP 1999)**

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

**7. INTEGRATED AGREEMENT (JUN 2012)**

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

**8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

**9. DELIVERY AND CONDITION (JAN 2011)**

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

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it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

**15. 552.270-12 ALTERATIONS (SEP 1999)**

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

**16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)**

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

**17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

*This clause is incorporated by reference.*

**18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)**

*This clause is incorporated by reference.*

**19. 552.270-31 PROMPT PAYMENT (JUN 2011)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

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(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register**

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plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:  $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

**22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

*This clause is incorporated by reference.*

**23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)**

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

*This clause is incorporated by reference.*

**24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

*This clause is incorporated by reference.*

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**26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

*This clause is incorporated by reference.*

**27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)**

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

<b>Poster(s)</b>	<b>Obtain from</b>
GSA Office of Inspector General “FRAUDNET HOTLINE	Contracting Officer

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

**28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

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(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

**29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)**

(Applicable when cost or pricing data are required for work or services over \$750,000.)  
*This clause is incorporated by reference.*

**30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)**

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed);
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

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(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

### 31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

### 32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

### 33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*

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**34. 52.233-1 DISPUTES (MAY 2014)**

*This clause is incorporated by reference.*

**35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)**

*This clause is incorporated by reference.*

**36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**

*This clause is incorporated by reference.*

**37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

(Applicable to leases exceeding the micro-purchase threshold.)

*This clause is incorporated by reference.*

**38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)**

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**

(Applicable to leases over \$15,000 total contract value.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)**

(Applicable to leases \$150,000 or more, total contract value.)

*This clause is incorporated by reference.*

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- 41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**  
(Applicable to leases over \$35,000 total contract value.)  
*This clause is incorporated by reference.*
- 42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**  
(Applicable if over \$750,000 total contract value.)  
*This clause is incorporated by reference.*
- 43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**  
(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*
- 44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)**  
(Applicable to leases over \$700,000 total contract value.)  
*This clause is incorporated by reference.*
- 45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**  
(Applicable to leases over \$700,000 total contract value.)  
*This clause is incorporated by reference.*
- 46. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)**  
(Applicable if over \$30,000 total contract value.)  
*This clause is incorporated by reference.*
- 47. 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)**  
(Applicable if over \$700,000 total contract value.)  
*This clause is incorporated by reference.*

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LESSOR & GOVERNMENT

<b>ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)</b>	Request for Lease Proposals Number <b>5CA1052</b>	Dated
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Complete appropriate boxes, sign the form, and attach to offer.  
The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS  
(APR 2015)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
- (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.
- Registration Active and Copy Attached

**2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID  
DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW  
(DEVIATION) (OCT 2013)**

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that---
  - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
  - (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that—
  - (1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

*JT* *JB*

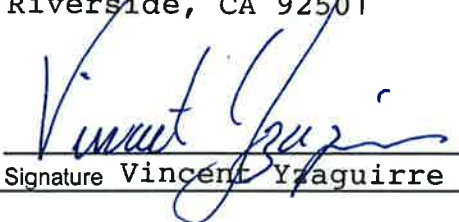
have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- (2) It is  is not  a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

**3. OFFEROR'S DUNS NUMBER**

(a) Enter number: 827477824

(b) An offeror may obtain a DUNS number (i) via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
Vincent Yzaguirre, Deputy Director	County of Riverside 3403 Tenth St., Suite 400 Riverside, CA 92501   Signature Vincent Yzaguirre	951-955-9011  <u>4-13-17</u> Date

TT 



**Subcontracting Plan Template**  
County of Riverside  
**SMALL BUSINESS SUBCONTRACTING PLAN**

**I. IDENTIFICATION DATA:**

**Address:** 3403 10<sup>th</sup> Street, Suite 400, Riverside, California 92501  
**Date Prepared:** 2/22/17  
**Description of Types of Supplies/Services:** Tenant Improvements

**Solicitation Number:** GS-5CA1052

**Contract Number:** N/A (Individual Plan Period(s):

Base: 3/13/17 thru 3/13/37

Option 1: N/A

Option 2: N/A

Option 3: N/A

**Estimated Contract Value:** 20 Year Term Rent - \$53,654,381  
10 Year Firm Rent- \$26,827,190  
Tenant Improvements \$1,597,799 to be amortized over 10 years.

Option Period 1: \$N/A

Option Period 2: \$N/A

Option Period 3: \$N/A

Option Period 4: \$N/A

Include sum Total value (expected sales for MAS) of all periods for entire contract term:  
\$ N/A

**Place of Performance:** 3420 12<sup>th</sup> Street, Riverside, California 92501

**DUNS Number:** 827477824

**Commercial Plan Period:** N/A

**Projected annual sales (Company-wide):** \$N/A

**II. TYPE OF PLAN: FAR 19.701 (For description of these plans, see Cover Page and FAR clause 52.219-9). Choose one:**

- Commercial
- Individual
- Master

**III. GOALS:**

County of Riverside provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category \*\*plus a percentage of total contract value (only IF required by the Contracting Officer for this contract):

Table 1. Base Period Goals<sup>1</sup>

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars <sup>2</sup>
<b>Total Dollars to be Subcontracted<sup>3</sup></b>	*\$ 1,699,799	100%	100%
<b>Other than Small Business (OTSB/Large)</b>	\$1,189,859	70%	70%
<b>All Small Businesses (including ANC and Indian tribes)</b>	\$509,940	30%	30%
<b>Veteran-Owned Small Business (VOSB)</b>	\$84,990	5%	5%
<b>Service-Disabled Veteran-Owned Small Business (SDVOSB)</b>	\$84,990	5%	5%
<b>HUBZone Small Business</b>	\$84,990	5%	5%
<b>Small Disadvantaged Business (include ANCs and Indian tribes)(SDB)</b>	\$84,990	5%	5%
<b>Women-Owned Small Business (WOSB)</b>	\$84,990	5%	5%

\*This includes tenant improvements of \$1,579,799 and one year's custodial cost, \$120,000 which is subcontracted out.

<sup>1</sup> Note: the base period for MAS contracts is five years.

<sup>2</sup> Complete this column only if required by the Contracting Officer.

<sup>3</sup> Total dollars subcontracted is the sum of "other than small business" and small business.

Effective November 1, 2016

INITIALS:

*JT*

LESSOR

&

*[Signature]*  
GOV'T

**IV. PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED:**

The principal types of supplies and/or services that County of Riverside anticipates to be subcontracted (outsourced) and the identification of the type of supply or service offered to each business concern are as follows:

Supplies/Services	Large	Small	VOSB	SDVOSE	HUBZone	SDA	WOSB
Custodial		X	X	X		X	X
Tenant Improvements	X	X	X	X	X	X	X

ATTACH ADDITIONAL SHEETS IF NECESSARY

**V. DESCRIPTION OF METHOD USED TO DEVELOP SUBCONTRACTING GOALS:**

TENANT IMPROVEMENTS WILL BE PERFORMED BY ONE GENERAL CONTRACTOR WHO IN TURN WILL SUB OUT ALL TRADES.

**VI. DESCRIPTION OF METHOD USED TO IDENTIFY POTENTIAL SOURCES:**

County of Riverside identifies potential subcontractors using the following source lists and organizations (please list your sources used):

RFP RESPONDENTS PROVIDE POLICY/PROCEDURES ON HIRING SMALL BUSINESS/MINORITY SUB-CONTRACTORS. PUBLISHING NOTICES AND INVITING BIDS, LA PRENSA HISPANA, BLACK VOICE NEWS, CLEARINGHOUSES FOR NOTICE INVITING BIDS, NATIONAL ASSOCIATION OF MINORITY CONTRACTORS, INLAND EMPIRE SMALL BUSINESS DEVELOPMENT CENTER, NATIONAL ASSOCIATION OF WOMEN IN CONSTRUCTION.,

**VII. INCLUSION OF INDIRECT COSTS IN ESTABLISHING GOALS:**

Indirect costs \_\_\_\_\_ HAVE BEEN (or) X HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above.

**VIII. PROGRAM ADMINISTRATOR:**

Name: Erik Sydow

Title/Position: Project Manager

Telephone number: (951) 955-8274

Email Address: ESydow@RIVCO.org

Alternate POC with contact information:

Name: Vincent Yzaguirre

Title/Position: Deputy Director EDA/Real Estate

Telephone number: (951) 955-9011

Email Address: vyzaguirre@RIVCO.org

**Duties:** In accordance with clause 52.219-9(d)(11)(e), in order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, sufficient time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.
3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.
4. Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52-219-8(d)(2).
5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
6. For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a SB, VOSB, SDVOSB, HUBzone SB, SDB, or WOSB concern.
7. Assign each subcontract the NAICS code and corresponding size standard that best describes the principle purpose of the subcontract.

8. Ensure periodic rotation of potential subcontractors on bidders' lists.
9. Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
10. Ensure that subcontract procurement "packages" are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
11. Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
12. Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
13. Oversee the establishment and maintenance of contract and subcontract award records.
14. Attend or arrange for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
15. Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.
16. Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
17. Develop and maintain an incentive program for buyers that support the subcontracting program.
18. Monitor the company's performance and make any adjustments necessary to achieve the subcontract plan goals.
19. Prepare and submit timely reports.
  - Coordinate the company's activities during compliance reviews by Federal agencies.
  - Additional Duties:

*IF YOUR COMPANY OR PROGRAM ADMINISTRATOR WILL PERFORM ADDITIONAL SUBCONTRACTING DUTIES NOT SHOWN ABOVE, PLEASE IDENTIFY THEM HERE:*

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**IX. EQUITABLE OPPORTUNITY:** County of Riverside will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities:

- Outreach efforts to obtain sources:
  - Contacting minority and small business trade associations
  - Contacting business development organizations
  - Requesting sources from the SBA's Dynamic Small Business Search) and/or the SAM.gov database
  - Attending small and minority business trade fairs and procurement conferences
  - Include Small Business/Minorities in RFP Request
- Internal efforts to guide and encourage purchasing personnel:
  - Presenting workshops, seminars and training programs
  - Establishing, maintaining and using small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontracts
  - Monitoring activities to evaluate compliance with the subcontracting plan
- Other Additional efforts: \_\_\_\_\_

**X. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN:** County of Riverside] agrees to include the FAR Clause 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (*except small business concerns*) that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan.

**XI. ASSIGNMENT OF SIZE STANDARDS TO SUBCONTRACTS**

County of Riverside agrees to assign North American Industry Classification System (NAICS) codes to subcontracts.

County of Riverside agrees to provide the socio-economic status of the successful subcontractor in the notification to the unsuccessful offerors for the subcontracts.

**XII. REPORTING AND COOPERATION:**

County of Riverside agrees to:

- Cooperate in any studies or surveys as may be required
- Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan
- After November 30, 2017, report subcontracting data for each order when reporting subcontracting achievements under task/delivery order contracts
- Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (I) of FAR clause 52.219-9, using the Electronic Subcontracting Reporting System (eSRS) at [Link to eSRS](#) following the instructions in eSRS. Submit the SF294 (when Alternate IV is used).
- The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses) veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBzone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the SBA as small disadvantaged businesses), woman-owned small business concerns.
- Ensure that subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS
- Provide prime contract number, the prime's DUNS number, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs.
- Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of, or rejecting the ISRs, to its subcontractors with subcontracting plans.

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

**For Commercial Subcontracting Plans, only one Summary Subcontracting Report (SSR) is required for the calendar period October 1 through September 30. Enter the SSR in eSRS within 30 days after the end of the Government's fiscal year.**

**For Individual Subcontracting Plans, three reports are required each year (cumulative every 6 months) and one Final Report:**

<u>Calendar Period</u>	<u>Report Due</u>	<u>Due by</u>	<u>with email address for:</u>
10/01--03/31	ISR	04/30	Contracting Officer
04/01--09/30	ISR	10/30	Contracting Officer
10/01--09/30	SSR	10/30	Contracting Officer

**The final ISR is due within 30 days of contract completion.**

**Note: for contracts awarded by GSA's Public Building Service (PBS), select PBS as the "agency to which the report is being submitted", code 4740, in eSRS.**

**The contractor must correct and resubmit the report within 30 days of receiving notice of rejection by the contracting officer.**

**ASSISTANCE IN REPORT PREPARATION CAN BE FOUND IN THE ATTACHMENT, REPORTING INSTRUCTIONS FOR CONTRACTORS, or in guidance documents on the eSRS Home page, and from your local SBA Commercial Marketing Representative.**

**XIII. RECORDKEEPING:** County of Riverside will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- Source lists (e.g., SAM), guides, and other data that identify SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
- Organizations contacted in an attempt to locate sources that are SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), or WOSB concerns.
- Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating:
  - (A) Whether small business concerns were solicited and, if not, why not
  - (B) Whether veteran-owned small business concerns were solicited and, if not, why not
  - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not



- (D) Whether HUBZone small business concerns were solicited and, if not, why not
- (E) Whether small disadvantaged business concerns were solicited and, if not, why not
- (F) Whether women-owned small business concerns were solicited and, if not, why not
  - If applicable, the reason award was not made to a small business concern.
  
- Records of any outreach efforts to contact:
  - (A) Trade associations
  - (B) Business development organizations
  - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources
  - (D) Veterans service organizations
  
- Records of internal guidance and encouragement provided to buyers through
  - (A) Workshops, seminars, training, etc.
  - (B) Monitoring performance to evaluate compliance with the program's requirements
  
- On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor.
  
- Other records to support your compliance with the subcontracting plan:

**XIV. ADDITIONAL ASSURANCES (NEW):**

- County of Riverside will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal.
  
- County of Riverside will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of FAR clause 52.219-9. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.
  
- County of Riverside will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to the payment to or utilization of a subcontractor.



Contracting Officer must ensure per FAR 19.705-5(a)(5) that an acceptable plan is incorporated into and made a material part of the contract.

**XVI. SIGNATURE REQUIRED:** This subcontracting plan was SUBMITTED by:

Signature: \_\_\_\_\_

*Vincent Yzaguirre*

Typed Name: Vincent Yzaguirre

Company Title: Deputy Director EDA/Real Estate Division

Date Signed: \_\_\_\_\_

*4-13-17*

**Government Contracting Officer APPROVAL:**

Signature: \_\_\_\_\_

*JB*

Printed Name: \_\_\_\_\_

*JOHN BELL*

Agency: \_\_\_\_\_

*GSA*

Date Signed: \_\_\_\_\_

*5/11/17*