

LEASE NO. VA248-16-L-0090

Tallahassee Mental Health Annex

Global Lease
GSA FORM L100 (09/2015)

INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L100, hereinafter Lease Form). Upon selection for award, VA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between **Lessor's Full Legal Name (exactly as registered in the System for Award Management (SAM))**

Lessor's Name

(Lessor), whose principal place of business is [ADDRESS], 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 **Department of Veteran's Administration (VA)**, 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

[Address]

Together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by VA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

10 Years, 5 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:

Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Name: _____
Title: Lease Contracting Officer
Department of Veterans Affairs
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

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.

| | | |
|------------------|--|-----------|
| SECTION 1 | THE PREMISES, RENT, AND OTHER TERMS | 5 |
| 1.01 | THE PREMISES (SEP 2015) | 5 |
| 1.02 | EXPRESS APPURTENANT RIGHTS (SEP 2013) | 5 |
| 1.03 | RENT AND OTHER CONSIDERATION (SEP 2015) | 5 |
| 1.04 | INTENTIONALLY DELETED | 6 |
| 1.05 | TERMINATION RIGHTS (AUG 2011) | 6 |
| 1.06 | RENEWAL RIGHTS (SEP 2013) | 6 |
| 1.07 | DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015) | 6 |
| 1.08 | INTENTIONALLY DELETED | 6 |
| 1.09 | TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012) | 6 |
| 1.10 | INTENTIONALLY DELETED | 6 |
| 1.11 | INTENTIONALLY DELETED | 7 |
| 1.12 | PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012) | 7 |
| 1.13 | REAL ESTATE TAX BASE (SEP 2013) | 7 |
| 1.14 | OPERATING COST BASE (SEP 2013) | 7 |
| 1.15 | RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013) | 7 |
| 1.16 | INTENTIONALLY DELETED | 7 |
| 1.17 | INTENTIONALLY DELETED | 7 |
| 1.18 | BUILDING IMPROVEMENTS (SEP 2012) | 7 |
| 1.19 | HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) | 7 |
| SECTION 2 | GENERAL TERMS, CONDITIONS, AND STANDARDS | 8 |
| 2.01 | DEFINITIONS AND GENERAL TERMS (SEP 2013) | 8 |
| 2.02 | AUTHORIZED REPRESENTATIVES (JUN 2012) | 9 |
| 2.03 | ALTERATIONS REQUESTED BY THE GOVERNMENT (SEP 2013) | 9 |
| 2.04 | WAIVER OF RESTORATION (APR 2011) | 9 |
| 2.05 | INTENTIONALLY DELETED | 10 |
| 2.06 | CHANGE OF OWNERSHIP (APR 2015) | 10 |
| 2.07 | REAL ESTATE TAX ADJUSTMENT (JUN 2012) | 10 |
| 2.08 | ADJUSTMENT FOR VACANT PREMISES (SEP 2013) | 13 |
| 2.09 | OPERATING COSTS ADJUSTMENT (JUN 2012) | 13 |
| 2.10 | ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012) | 14 |
| 2.11 | INTENTIONALLY DELETED | 14 |
| SECTION 3 | CONSTRUCTION STANDARDS AND SHELL COMPONENTS | 15 |
| 3.01 | INTENTIONALLY DELETED | 15 |
| 3.02 | WORK PERFORMANCE (JUN 2012) | 15 |
| 3.03 | INTENTIONALLY DELETED | 15 |
| 3.04 | ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2013) | 15 |
| 3.05 | INTENTIONALLY DELETED | 15 |
| 3.06 | CONSTRUCTION WASTE MANAGEMENT (SEP 2015) | 16 |
| 3.07 | WOOD PRODUCTS (SEP 2013) | 16 |
| 3.08 | ADHESIVES AND SEALANTS (AUG 2008) | 17 |
| 3.09 | BUILDING SHELL REQUIREMENTS (SEP 2013) | 17 |
| 3.10 | RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012) | 17 |
| 3.11 | QUALITY AND APPEARANCE OF BUILDING (JUN 2012) | 18 |
| 3.12 | EXTERIOR SIGNS | 18 |
| 3.13 | MEANS OF EGRESS (MAY 2015) | 18 |
| 3.14 | FIRE PROTECTION (SEP 2013) | 18 |
| 3.15 | FIRE ALARM SYSTEM (SEP 2013) | 18 |
| 3.16 | CANOPIES | 19 |
| 3.17 | CORNER GUARDS, HANDRAILS, AND CHAIR RAIL | 19 |
| 3.18 | CASEWORK AND COUNTERTOPS | 19 |
| 3.19 | FLAGPOLE (SEP 2013) | 22 |
| 3.20 | DEMOLITION (JUN 2012) | 22 |
| 3.21 | ACCESSIBILITY (FEB 2007) | 22 |
| 3.22 | CEILINGS (APR 2015) | 22 |
| 3.23 | EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013) | 23 |
| 3.24 | DOORS: IDENTIFICATION (APR 2011) | 23 |
| 3.25 | WINDOWS (APR 2011) | 23 |
| 3.26 | PARTITIONS: GENERAL (APR 2015) | 23 |
| 3.27 | PARTITIONS: PERMANENT (APR 2015) | 24 |
| 3.28 | INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013) | 24 |
| 3.29 | WALL FINISHES – SHELL (SEP 2015) | 24 |
| 3.30 | PAINTING – SHELL (JUN 2012) | 24 |
| 3.31 | FLOORS (APR 2015) | 24 |
| 3.32 | FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013) | 25 |
| 3.33 | MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011) | 25 |
| 3.34 | BUILDING SYSTEMS (APR 2011) | 25 |

| | | |
|---|--|-----------|
| 3.35 | ELECTRICAL (JUN 2012)..... | 25 |
| 3.36 | INTENTIONALLY DELETED | 25 |
| 3.37 | PLUMBING (JUN 2012) | 25 |
| 3.38 | DRINKING FOUNTAINS (APR 2011)..... | 25 |
| 3.39 | RESTROOMS (SEP 2013)..... | 26 |
| 3.40 | PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011) | 27 |
| 3.41 | JANITOR CLOSETS (SEP 2015)..... | 27 |
| 3.42 | HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (SEP 2013)..... | 27 |
| 3.43 | TELECOMMUNICATIONS: CONSTRUCTION OF TELEPHONE/DATA CLOSET | 28 |
| 3.44 | INTENTIONALLY DELETED | 30 |
| 3.45 | INTENTIONALLY DELETED | 30 |
| 3.46 | LIGHTING: INTERIOR AND PARKING - SHELL (SEP 2013)..... | 30 |
| 3.47 | ACOUSTICAL REQUIREMENTS (JUN 2012)..... | 31 |
| SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES..... | | 32 |
| 4.01 | SCHEDULE FOR COMPLETION OF SPACE (SEP 2015)..... | 32 |
| 4.02 | CONSTRUCTION DOCUMENTS (SEP 2012) | 33 |
| 4.03 | TENANT IMPROVEMENTS PRICE PROPOSAL (SEP 2015)..... | 33 |
| 4.04 | INTENTIONALLY DELETED | 33 |
| 4.05 | INTENTIONALLY DELETED | 34 |
| 4.06 | CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)..... | 34 |
| 4.07 | PROGRESS REPORTS (JUN 2012)..... | 34 |
| 4.08 | CONSTRUCTION INSPECTIONS (SEP 2015)..... | 34 |
| 4.09 | ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)..... | 34 |
| 4.10 | ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015) | 34 |
| 4.11 | LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)..... | 35 |
| 4.12 | AS-BUILT DRAWINGS (JUN 2012)..... | 35 |
| 4.13 | LIQUIDATED DAMAGES (JUN 2012) | 35 |
| 4.14 | INTENTIONALLY DELETED | 35 |
| 4.15 | INTENTIONALLY DELETED | 35 |
| SECTION 5 TENANT IMPROVEMENT COMPONENTS..... | | 36 |
| 5.01 | TENANT IMPROVEMENT REQUIREMENTS (SEP 2013) | 36 |
| 5.02 | INTENTIONALLY DELETED | 36 |
| 5.03 | FINISH SELECTIONS (SEP 2015)..... | 36 |
| 5.04 | WINDOW COVERINGS (JUN 2012) | 36 |
| 5.05 | DOORS: SUITE ENTRY (SEP 2013)..... | 37 |
| 5.06 | DOORS: INTERIOR (SEP 2013)..... | 37 |
| 5.07 | DOORS: HARDWARE (SEP 2013)..... | 37 |
| 5.08 | DOORS: IDENTIFICATION (JUN 2012)..... | 37 |
| 5.09 | PARTITIONS: SUBDIVIDING (SEP 2015) | 37 |
| 5.10 | WALL FINISHES (JUN 2012) | 38 |
| 5.11 | PAINTING – TI (SEP 2013)..... | 38 |
| 5.12 | FLOOR COVERINGS AND PERIMETERS (APR 2015)..... | 38 |
| 5.13 | HEATING AND AIR CONDITIONING (JUN 2012)..... | 39 |
| 5.14 | ELECTRICAL: DISTRIBUTION (SEP 2015)..... | 40 |
| 5.15 | TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012) | 40 |
| 5.16 | TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008) | 42 |
| 5.17 | DATA DISTRIBUTION (JUN 2012)..... | 42 |
| 5.18 | ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012) | 43 |
| 5.19 | LIGHTING: INTERIOR AND PARKING – TI (SEP 2015) | 43 |
| SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM | | 44 |
| 6.01 | PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)..... | 44 |
| 6.02 | UTILITIES (APR 2011)..... | 44 |
| 6.03 | INTENTIONALLY DELETED | 44 |
| 6.04 | INTENTIONALLY DELETED | 44 |
| 6.05 | HEATING AND AIR CONDITIONING (SEP 2014)..... | 44 |
| 6.06 | INTENTIONALLY DELETED | 44 |
| 6.07 | JANITORIAL SERVICES (JUN 2012)..... | 44 |
| 6.08 | SELECTION OF CLEANING PRODUCTS (APR 2015)..... | 48 |
| 6.09 | SELECTION OF PAPER PRODUCTS (APR 2015)..... | 48 |
| 6.10 | INTENTIONALLY DELETED | 48 |
| 6.11 | MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013) | 48 |
| 6.12 | MAINTENANCE OF PROVIDED FINISHES (SEP 2013)..... | 49 |
| 6.13 | ASBESTOS ABATEMENT (APR 2011) | 49 |
| 6.14 | ONSITE LESSOR MANAGEMENT (APR 2011) | 50 |
| 6.15 | IDENTITY VERIFICATION OF PERSONNEL (SEP 2013) | 50 |
| 6.16 | SCHEDULE OF PERIODIC SERVICES (JUN 2012)..... | 50 |

6.17 LANDSCAPING (SEP 2015)50

6.18 LANDSCAPE MAINTENANCE (APR 2011).....51

6.19 INTENTIONALLY DELETED51

6.20 INTENTIONALLY DELETED51

6.21 INTENTIONALLY DELETED51

6.22 INTENTIONALLY DELETED51

6.23 RADON IN AIR (SEP 2013)51

6.24 INTENTIONALLY DELETED51

6.25 HAZARDOUS MATERIALS (SEP 2013).....51

6.26 MOLD (SEP 2013)51

6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)52

6.28 FLAG DISPLAY (SEP 2013)52

SECTION 7 ADDITIONAL TERMS AND CONDITIONS.....53

7.01 SECURITY STANDARDS (JUN 2012)53

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as Office Space for the Tallahassee Mental Health Annex. The lease shall be a full-service lease for approximately 6,608 Net Usable Square Feet (NUSF) of Office space to be used for Mental Health services.

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: The Government is requesting 40, surface/outside parking spaces of which 5 are to be specified as handicap accessible for exclusive use by the Tallahassee Mental Health Annex. 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)

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

| | FIRM TERM | NON FIRM TERM |
|--------------------------|---------------------|---------------------|
| | ANNUAL RENT | ANNUAL RENT |
| SHELL RENT ¹ | \$XXX,XXX.XX | \$XXX,XXX.XX |
| TOTAL ANNUAL RENT | \$XXX,XXX.XX | \$XXX,XXX.XX |

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **6,608 NUSF** based upon the methodology outlined under the "Payment" clause of GSA Form 3517

C. Rent is subject to adjustment upon reconciliation from quantities in the Lease to the approved DIDs and post-DID change orders, based on unit costs negotiated and agreed upon prior to Lease award.

D. 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.

E. 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. In accordance with the Lease negotiations, the Lessor has offered free rent to the Government for the first **XX (X)** months of the Lease. Therefore, the first **XX (X)** months of the Lease shall be provided at no cost to the Government.

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

Termination Right after 5 Years. Notwithstanding anything to the contrary contained in this Lease Solicitation, after completion of Year 5 of the lease term, the Government may terminate this Lease, in whole or in part, at any time by giving at least **ninety (90) days'** written notice to the lessor, for any reason or no reason whatsoever. The effective date of such termination shall be the first calendar day occurring after such **ninety (90) days**. If this contract is terminated, the Government shall be liable only for rent payments due and owing to the Lessor prior to, but not including, the effective date of termination, and any unpaid tenant improvement costs identified in the Lease.

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 |
|---|--------------|---------|
| SOLICITATION PROVISIONS (GSA FORM 3516A) | 5 | B |
| REPRESENTATIONS AND CERTIFICATIONS (GSA FORM 3518A) | 2 | D |
| LESSOR'S ANNUAL COST STATEMENT (GSA 1217) | 2 | E |
| PROPOSAL TO LEASE SPACE (GSA FORM 1364) | 2 | F |
| DRAWING | 1 | G |
| SPACE PLAN | 1 | H |
| DAVIS BACON WAGE DETERMINATION – | 4 | I |

1.08 INTENTIONALLY DELETED

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 (\$ PER NUSF OR % OF TI CONSTRUCTION COSTS) | \$XX OR XX% |
| LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS) | XX% |

1.10 INTENTIONALLY DELETED

1.11 INTENTIONALLY DELETED

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **XX** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **XX** NUSF by the total Building space of **XX** NUSF.

1.13 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$**XX**. Tax adjustments shall not occur until the tax year following lease commencement has passed.

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 \$**XX.XX** per NUSF (\$**XX,XXX**/annum).

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$**XX.XX** per NUSF vacated by the Government.

1.16 INTENTIONALLY DELETED

1.17 INTENTIONALLY DELETED

1.18 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. _____
- B. _____
- C. _____

1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

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. **Building.** The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- C. **Contract.** Contract and contractor means Lease and Lessor, respectively.
- D. **Days.** All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- E. **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.
- F. **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.
- G. **Lease Term Commencement Date.** The Lease Term Commencement Date means the date on which the lease term commences.
- H. **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).
- I. **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.
- J. **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.
- K. **Net Usable Square Feet (NUSF)**
 - 1. Net usable space is that portion of rentable space that is available for a tenant's personnel, furnishings, and equipment. Net usable space is the area for which VA will pay a square foot rate. The net usable square feet rate is used for evaluation and negotiation purposes. It is determined as follows:
 - 2. If the space is on a single tenancy floor, compute the inside gross area by measuring between the inside finish of the permanent exterior building walls or from the face of the convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.
 - 3. If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of the fixed corridor and shaft walls and/or the center of tenant-separating partitions. In all measurements, make no deductions for columns and projections enclosing the structural elements of the building.

Deduct the following from the inside gross area including their enclosing walls to arrive at the figure for net usable square feet:

- Major corridors and vertical circulation.
- Public toilets and public lounges.
- Building equipment and service areas.
- Entrance lobbies.
- Stacks and shafts.
- Those housekeeping closets not contained in program areas.

L. 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.

M. 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.

N. 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 VA 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 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)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

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).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax

adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S

RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

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 NUSF 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.

E. The amount of the adjustment may also be determined by negotiating a fixed percentage rate increase to be applied against the Operating Cost for each year beyond the base year.

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 15 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 shall 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 INTENTIONALLY DELETED

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

NOTE: This section sets out Construction Standards and Building Shell specifications to be considered/reviewed by the Lessor in generating his proposal. The Building Shell is defined to be the complete structure, the base building systems and the finished common areas (building common and floor common) of a building that adjoins the tenant areas. Shell rent is the single most important component of the lease contract rent. Examples of Shell Components are:

- Base structure and building enclosure components (windows with exterior finishes) **that are complete;**
- Base building electrical and mechanical systems (e.g., central fire alarm, chiller plant, cooling tower) **that are complete and functional;**
- All common areas, such as lobbies, elevators, fire egress corridors, and stairwells, garages, and service areas **that are complete;**
- Building common restrooms **that are complete;**
- Building cores on each floor with assignable space that contain the following: trappable domestic water riser, service sanitary drain, sanitary vent, ready for extension to tenant-demised areas;
- Electrical power distribution panels and circuit breakers available in an electrical closet, with capacity at 120/208 volt, 3-phase, 4-wire providing 7 watts per USF;
- Designated connection point to the central fire alarm system for extension to tenant-demised areas; and fir the central building alarm system for extension to tenant demised areas
- Distribution backboard within a wire closet for connection to tenant's telephone lines. Vertical conduit (empty sleeve) through building core, available for tenant wiring and cabling.

3.01 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 INTENTIONALLY DELETED

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 and USDA Bio-Preferred products Web site 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 INTENTIONALLY DELETED

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), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.sfiprograms.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.

C. 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. **Use of particle board or strawboard is not acceptable.**

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 maintained in accordance with the standards set forth herein. For pricing, fulfillment of all requirements not specifically designated as TIs, 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 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 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. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.12 EXTERIOR SIGNS

A. Lessor shall provide sign with lettering approximately 24" in height that indicates the following: **"TALLAHASSEE MENTAL HEALTH CENTER"**. The lettering shall be attached to the exterior of the front wall of the building. The sign shall be preceded by the VA Logo, also 24" in height. Color of lettering and VA Logo shall be selected by VA.

B. Furnish and install on the building wall adjacent to each building entrance, two (2) signs. One sign of nominal size, 12" x 18" that states "Firearms Prohibited Violation of VA Regulation 1.218(b) (037) Penalty \$500 Fine and Six Months Imprisonment". The second sign, nominal size, 24" x 6", that states, "For Your Safety No Guns, Knives, or Other Weapons Allowed," to include universal no weapons logo. Signage shall comply with VA Signage Design Guide, Exterior Signage Parts I and II, located in Design Guide PG-18-17. Environmental Planning Guide is available on VA Technical Information Library, [HTTP://WWW.CFM.VA.GOV/TIL](http://www.cfm.va.gov/til)

C. Provide sign at head of each handicap parking space. Sign shall be mounted on bronze metal post. Sign shall be white on VA blue background. Sign shall have universal handicap symbol at top followed by "Parking by Disabled Permit Only, \$50 Fine".

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.

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

C. 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 FIRE PROTECTION (SEP 2013)

Lessor shall provide large capacity dry chemical fire extinguishers, 10 lb. or greater and a discharge rate of 1 lb/sec or more. Fire extinguishers shall be housed in flush mounted cabinets with metal framed glass doors. Fire extinguishers shall be equipped with an inspection tag. Fire extinguishers shall be installed in corridors every fifty linear feet. Two fire extinguishers shall be installed in main waiting area. One fire extinguisher shall be installed in each of the other waiting areas.

3.15 FIRE ALARM SYSTEM (SEP 2013)

A. 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 and as herein required:

1. A manual pull station shall be installed immediately adjacent to each exterior exit.

2. The fire alarm system installed shall be an emergency audio/visual alarm communication system. The emergency audio/visual alarm communication system shall be designed and installed to meet the requirements of the applicable local codes and ordinances (current as of the award date of this SFO) adopted by the jurisdiction in which the building is located.

B. 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).

C. 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. All costs associated with this requirement shall be the responsibility of the Lessor.

D. 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 CANOPIES

A. If applicable, Lessor shall provide a canopy at main entrance to clinic. Canopy shall extend two feet on either side of walkway to clinic, or a minimum of nine feet wide if there is no defined sidewalk approaching the main entrance. Canopy shall extend from the building **approximately 3' to 6' depending** on the design of the building and concurrence from the LCO. Canopy shall meet wind load requirements.

B. Lessor shall provide canopies at secondary entrances to clinic. Canopies shall extend two feet on either side of doorway opening. Canopies shall extend from face of building. Canopies shall meet wind load requirements.

3.17 CORNER GUARDS, HANDRAILS, AND CHAIR RAIL

A. Corner Guards: Resilient, shock-absorbing corner guards shall be surface mounted type of 1-1/4 inch [31.75 mm] radius. Resilient Corner guards shall be formed from resilient material, minimum 0.078-inch [1.98 mm] thick, free floating on a continuous 0.063-inch thick extruded aluminum retainer, minimum 72" high. Aluminum retainer shall be mounted integral with wall. Provide appropriate mounting hardware, as required. Provide factory fabricated end closure caps at top and bottom of resilient corner guards.

B. Handrails: Provide handrails on both sides of all corridors. Provide continuous reinforcing in the wall for attachment of handrails and chair rails. Handrail shall consist of snap-on covers of resilient material, minimum 0.078-inch thick, free-floated on a continuous, extruded aluminum retainer, minimum 0.072-inch thick, anchored to wall at maximum 32 inches on center.

C. Chair rail: Provide chair rail on all walls in waiting areas. Provide continuous reinforcing in the wall for attachment of chair rail. Chair rail shall consist of snap-on covers of resilient material, minimum 0.078 inch thick, free floated on a continuous extruded aluminum retainer, minimum 0.072 inch thick, anchored to wall at maximum 32 inches on center. Chair rail shall be 6" in width. Height of chair rail shall be determined by style of chairs to be provided by VA.

D. RFP panels shall be required in all hallways and rooms at a 36" X 42" height.

3.18 CASEWORK AND COUNTERTOPS

A Type(s), quantities and locations of plastic laminate casework and solid surface countertops shall comply with specifications noted below.

B. Casework, Cabinets, and Shelving

- All counters shall be solid surface.
 - Casework shall be of the flush overlay design and, except as otherwise specified, be in conformance with AWI 1600, Modular Cabinets.
 - Exposed vertical surfaces including both sides of cabinet doors shall be high pressure laminate Type VGS (0.28)
 - Cabinet interiors including shelving shall comply with NEMA, LD3.1 at a minimum: high pressure cabinet liner Type CLS (0.20), OR thermally fused melamine laminate. All metal cabinets, shelving, and bookcases shall have back and sides enclosed.
 - Backing (concealed surfaces) shall be high pressure backer Type BKH (0.28).
- Core materials shall be as follows:**
- Plywood, PSI minimum 5 ply construction; 3/4 inch thick at counter tops.

Edging materials shall be 1 mm PVC banding, machine applied, and 3 mm PVC banding, machine applied and machine profiled to 1/8 inch radius.

Exposed hardware, except as otherwise specified, shall be satin-finished chromium-plated brass or nickel plated brass.

Hinges shall be fabricated of minimum 0.072-inch [1.83-mm] thick chromium-plated steel leaves, with minimum 0.139-inch [3.53-mm] diameter stainless steel pin. Hinges shall be five knuckle design with 2-1/2 inch [63.5 mm] high leaves and hospital type tips. Doors 36 inches [914.4 mm] and more in height shall have three hinges, and doors less than 36 inches [914.4 mm] in height shall have two hinges. Each door shall close against two rubber bumpers.

Door catches shall be magnetic type, fabricated with metal housing. Provide one catch for cabinet doors 48 inches [1200 mm] high and under, and two for doors over 48 inches [1200 mm] high.

Locks shall be cylinder type, 5 pin tumbler, cam style lock with strike. Acceptable locks for 3/4-inch [19 mm] thick doors include: National #M2-3708-157 lock and National #M2-3709-100 with strike. Provide two keys for each lock. The name of the manufacturer, or trademark by which manufacturer can readily be identified, shall be legibly marked on each lock, the key change number shall be marked on the exposed face of lock, and also stamped on each key. Key change numbers shall provide sufficient information for replacement of the key by the manufacturer.

Drawer and door pulls shall be flush pulls fabricated of ABS plastic or metal, Pulls shall be secured with screws.

Drawer slides shall be full extension, 150-pound [68-kg] load rated epoxy coated steel with nylon, ball bearing rollers, with positive stop both directions.

C. Countertops

- Horizontal: High-pressure decorative laminate type HGS (.048)
- Post forming: High-pressure decorative laminate type HGP (.039)

Concealed backing sheet shall be high-pressure backer BKH (.048) or (.039) to match exposed faces.

Chemical-resistant plastic laminate, NEMA LD3 types HGS or HGP.

Test for resistance to reagents as follows: Test with five 0.25 mil drops remaining on surface for 16 hours followed by washing off with tap water, then cleaned with liquid soap and water, dried with soft cotton cloth and then cleaned with naphtha. There shall be no change in color, surface texture, and original protectability remaining from test results of following reagents:

| | | |
|------------------------|---------------|----------------------|
| 98% Acetic Acid | Butyl Alcohol | Acetone |
| 90% Formic Acid | Benzine | Chloroform |
| 28% Ammonium Hydroxide | Xylene | Carbon Tetrachloride |

Zinc Chloride (Sat.)
Sodium Carbonate (Sat.)
Calcium Hypochlorite (Sat.)
Sodium Chloride (Sat.)
Methyl Alcohol
Ethyl Alcohol

Toluene
Gasoline
Kerosene
Mineral Oil
Ethyl Acetate
Amyl Acetate

Cresol
Ether
Cottonseed Oil
40% Formaldehyde
Trichlorethylene
Monochlorobenzene

Superficial effects only: Slight color change, spot, or residue only with original protectability remaining from test results of following reagents:

77% Sulfuric Acid
33% Sulfuric Acid
85% Phosphoric Acid

37% Hydrochloric Acid
20% Nitric Acid
30% Nitric Acid

85% Phenol
Furfural
Dioxane

Particle board shall not be used.

D. Solid Surface Material (SSM): Solid surface material shall be a homogenous filled solid polymer, not coated, laminated, or of a composite construction, and meeting ANSI Z124.3 and ANSI Z124.6 requirements.

Flammability: Flame Spread shall be 25 max. Smoke Developed shall be 25 max. Material thickness shall be as indicated on the drawings. Cast, 100 % acrylic solid polymer material shall be composed of acrylic polymer, mineral fillers, and pigments and shall meet the following minimum performance requirements:

| Property | Typical Result | Test |
|--------------------------------|---|---|
| Tensile Strength | 6,000 PSI | ASTM D 638 |
| Tensile Modulus | 1.5 x 10 ⁻⁶ PSI | ASTM D 638 |
| Tensile Elongation | 0.4% min. | ASTM D 638 |
| Flexural Strength | 10,000 PSI | ASTM D 790 |
| Flexural Modulus | 1.2 x 10 ⁻⁶ PSI | ASTM D 790 |
| Hardness | >85 | Rockwell "M" Scale ASTM D 785 |
| Thermal Expansion | 3.02 x 10 ⁻⁵ in./in./°C | ASTM D 696 (1.80 x 10 ⁻⁵ in./in./°F) |
| Gloss (60° Gardner) | 5–75 (matte—highly polished) | ANSI Z124 |
| Light Resistance | (Xenon Arc) No effect | NEMA LD 3 Method 3.3 |
| Wear and Clean ability | Passes | ANSI Z124.3 & Z124.6 |
| Stain Resistance: Sheets | Passes | ANSI Z124.3 & Z124.6 |
| Fungus and Bacteria Resistance | Does not support microbial growth | ASTM G21 & G22 |
| Boiling Water Resistance | No visible change | NEMA LD 3 |
| High Temperature Resistance | No change | NEMA LD 3 |
| Water Absorption | Long-term 0.6% (1/2") 0.8% (1/4") | ASTM D 570 |

E. Molded Resin Tops shall be non-glare epoxy resin or furan resin compounded and cured for minimum physical properties specified. Material shall be of uniform mixture throughout.

| | |
|-------------------------------------|----------------------|
| Compressive strength | 200 MPa (30,000 PSI) |
| Flexural strength | 70 MPa (10,000 PSI) |
| Rockwell hardness | 105 |
| Water absorption, 14 hours (weight) | .01% |

F. Stainless Steel shall conform to ASTM A167, Type 304.

G. Adhesive for plastic laminate shall conform to FS A-A-1936. Adhesive for shop and field joints in Solid Surface Material (SSM) shall be a two-part adhesive kit to create permanent, inconspicuous, non-porous, hard seams and joints by chemical bond between solid polymer materials and components to create a monolithic appearance of the fabrication. Adhesive shall be approved by the solid polymer manufacturer. Adhesive shall be color-matched to the surfaces being bonded where solid-colored, solid polymer materials are being bonded together. The seam adhesive shall be clear or color-matched where particulate patterned, solid polymer materials are being bonded together.

Fasteners shall be studs, bolts, spaces, threaded rods with nuts, or screws suitable for materials being joined with metal splice plates, channels, or other supporting shapes.

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

3.19 FLAGPOLE (SEP 2013)

The Lessor shall provide a flagpole at a location to be approved by the Contracting Officer. Flagpole shall extend at least 30 feet above the ground and shall be equipped with rope and hardware for three flags. The Government will provide the flags. Exterior lighting (two each light fixtures spaced a minimum of 20 feet apart, mounted on the building or at grade) shall be provided to illuminate the flags at night. Automatic switching for light fixtures shall be provided.

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. The sidewalk approach(es) to the main entrance shall be modified to provide a ramp(s) with a minimum 1:20 slope for handicap accessibility. Handrails shall be installed where required by code.

3.22 CEILINGS (APR 2015)

A complete acoustical ceiling system (which includes **2' x 2'**, grid and lay-in acoustical tiles) throughout the Space and Premises shall be required. .

A. 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, 9 feet height and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO. Ceiling suspension system shall be intermediate-duty system. Acoustical units shall be mineral fiber units that provide a noise reduction coefficient (NRC) of at least 0.55 and a ceiling attenuation class (CAC) rating of at least 33. Provide units with manufacturer's standard white painted finish, except provide membrane faced (mylar) units in locations scheduled for non-absorbent, scrubbable finish. Ceiling units shall have a flame-spread of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

1. Restrooms. Taped gypsum board.

2. Telephone/Data Rooms & Remote Telephone/Data Closet: Taped gypsum board

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

A. Interior and exterior doors and hardware, access control and monitoring shall be per VA Physical Security Design Manual for Life Safety Protected Facilities, dated June 1, 2011. The main entrance door shall be replaced with heavy duty, flush, 3'-6" wide insulated tempered glass door in aluminum frame. Door shall have automatic door operator operable by a motion detection system on the exterior side and by a push plate on the interior side. Door shall be equipped with a full width panic device.

B. Exterior door(s), except main lobby, shall be equipped with a full width panic device and shall not be lockable from the interior.

C. 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. 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 Protective.

D. 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 interior and exterior doors, except the main entrance glass door, shall be equipped with stainless steel kick plates. All exterior doors shall have automatic door closers.

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)

All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows that can be opened shall be fitted with a sturdy locking device

3.26 PARTITIONS: GENERAL (APR 2015)

New permanent partitions shall be drywall.

3.27 PARTITIONS: PERMANENT (APR 2015)

Permanent partitions shall extend from the structural floor slab to six (6) inches above the ceiling. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Rated partitions shall extend from floor slab to overhead structure, as required by code.

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. Ductwork insulation shall not be exposed to air flow.

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.

G. **Sound conditioning for all new subdividing partitions shall be installed.** Sound insulation shall extend from bottom of partition to 6 inches above finished ceiling. The sound resistance shall be designed to assure speech privacy and achieve an STC rating of 40. Provide continuous installation of sound absorbing material weighing not less than 2 pounds per square foot, seal bottom of partition and off-set electrical outlets and mechanical ducts as required. For reference see ASTM E497- Standard Practice for Installing Sound-Isolating Lightweight Partitioning and Program Guide PG-18-3, Topic 11, Noise Transmission Control, which is available on the VA Technical Information website, <http://www.cfm.va.gov/TIL/>.

3.29 WALL FINISHES – SHELL (SEP 2015)

A. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall be floor to ceiling ceramic wall tile.

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 (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.

3.32 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

- A.** New flooring material through-out the Building shall be Vinyl Composition Tile (VCT), or **Luxury Vinyl planks**, as approved by the LCO. Install new 6” rubber or vinyl base cove. Use preformed corners for interior and exterior corners.
- B.** Any alternate flooring shall be pre-approved by the LCO.

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 finished spaces.

3.34 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to VA 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 NUSF.
- 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 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 and as required herein. The Lessor shall provide duplex utility outlets in restrooms, corridors, and lobby areas. Provide an electrical duplex outlet and one data drop on every wall.

3.36 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 tenant improvements, shall be included in the shell rent. The length of hot water branch line to fixture shall not exceed 25 linear feet.

3.38 DRINKING FOUNTAINS (APR 2011)

The Lessor shall provide one drinking fountain with chilled potable water in location determined by the Government. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

3.39 RESTROOMS (SEP 2013)

A. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, and hot (set in accordance with applicable building codes) and cold water.

1. New Faucets: Solid cast brass construction, chrome plated, gooseneck spout with outlet 102 mm to 127 mm (4 inches to 5 inches) above rim. Electronic sensor operated, 102 mm (4 inches) center set mounting, wiring box, 120/24 volt solenoid, remote mounted transformer, solid brass hot-cold water mixer adjusted from top deck with barrier free design control handle and inline filter. Provide laminar flow control device. Breaking the light beam shall activate the water flow. Flow shall stop when user moves away from light beam. All connecting wiring between transformer, solenoid valve and sensor shall be cut to length with no excess hanging or wrapped up wiring allowed. Wiring from wall box to sink shall be in chrome plated flexible conduit.

2. Drain: Cast or wrought brass with flat grid strainer with offset tailpiece, brass, chrome plated.

3. Stops: Angle type.

4. Trap: Cast copper alloy, 38 mm by 32 mm (1 1/2 inches by 1 1/4 inches) P-trap. Adjustable with connected elbow and 17 gage tubing extension to wall. Exposed metal trap surface and connection hardware shall be chrome plated with a smooth bright finish. Set trap parallel to wall.

5. Provide cover for drain, stops and trap per A.D.A 4-19.4.

B. Each restroom shall contain the following:

1. An 18" X 36" metal framed mirror 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 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 baby changing table shall be installed in all public restrooms.
8. Provide stainless steel grab bars in each restroom. There shall be a grab bar on wall behind each water closet and a grab bar beside each water closet. Grab bars shall be as follows:

C. Grab Bars: Fed. Spec WW-P-541/8B, Type IV, bars, surface mounted, Class 2, grab bars and ASTM F446.

- 1. Fabricate of stainless steel.** Stainless steel: Grab bars, flanges, mounting plates, supports, screws, bolts, and exposed nuts and washers.
- 2.** Concealed mount, except grab bars mounted at floor and swing up.

3. Bars:

- a. Fabricate from 38 mm (1-1/2 inch) outside diameter tubing, stainless steel, minimum 1.2 mm (0.0478 inch) thick.
- b. Fabricate in one continuous piece with ends turned toward walls, except swing up.
- c. Continuous weld intermediate support to the grab bar.
- d. Swing up bars manually operated. Designed to prevent bar from falling when in raised position.

4. Flange for Concealed Mounting:

1. Minimum of 2.65 mm (0.1046 inch) thick, approximately 75 mm (3 inch) diameter by 13 mm (1/2 inch) deep, with provisions for not less than three set screws for securing flange to back plate.
2. Insert grab bar through center of the flange and continuously weld perimeter of grab bar flush to back side of flange.

5. Flange for Exposed Mounting:

- a. Minimum 5 mm (3/16 inch) thick, approximately 75 mm (3 inch) diameter.
- b. Insert grab bar through flange and continuously weld perimeter of grab bar flush to backside of flange.
- c. Where mounted on floor, provide four equally spaced holes, sized to accommodate 5 mm (3/8 inch) diameter bolts, not more than 5 mm (3/8 inch) from edge of flange.

- 6.. In lieu of providing flange for concealed mounting, and back plate as specified, grab rail may be secured by being welded to a back plate and be covered with flange.

7. Back Plates:

- a. Minimum 2.65 mm (0.1046 inch) thick metal.
- b. Fabricate in one piece, approximately 6 mm (1/4 inch) deep, with diameter sized to fit flange. Provide slotted holes to accommodate anchor bolts.

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 shall conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Faucets shall conform to EPA WaterSense or fixtures with equivalent flow rates shall be utilized.

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

3.41 JANITOR CLOSETS (SEP 2015)

A. Janitor closets shall be large enough to provide a service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

B. 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 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 NUSF 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. Final filters shall have a MERV efficiency of 11.

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

1. equipment. The building automation system shall be fully supported by a service and maintenance contract.

3.43 TELECOMMUNICATIONS: CONSTRUCTION OF TELEPHONE/DATA CLOSET

A. Building telecommunication rooms shall be completed and made operational by the Lessor. Minimum size of room shall be 10' X 10' with a hard dry wall ceiling and surface mounted fluorescent light fixtures.

B. Ceiling shall be a minimum of 9 ft. above finished floor, if space permits.

C. Communications closets shall have metal door(s) fitted with an automatic door-closer, deadlocking latch bolt with a minimum throw of ½ inch, and a card reader, manufactured by Lenel, or approved equal, Model No. RPK-40 HID dual authentication (keypad and proximity).

D. Any slab or rated wall penetrations shall be sleeved and the appropriate fire rated protection used. Any openings through walls, floor, or ceiling shall not exceed 96 square inches.

E. Installation of the cable in conduit, raceway and cable tray(s) will not exceed the standard of 60% fill ratio.

F. Layout of Telephone/Data Room shall be designed by VA prior to any work being done on installation of electrical outlets, backboard and termination of cables. There shall be a signed and dated layout plan between the VA and the Lessor.

G. Lessor shall provide the following in the Telephone Data Room:

1. ¾" fire treated plywood 8 ft. high on all walls with the bottom one foot above the finished floor.

2. Four (4) each-20-amp double-duplex (quad) electrical outlets, each on a dedicated circuit, two (2) each duplex receptacles; each on a dedicated circuit, and two each 208 volt receptacles, each on a dedicated circuit.

3. UPS shall be rack mounted.

4. Single-ground bus bar, grounded to building ground at the source.

5. Air Conditioning equipment capable of maintaining the internal space between 32.8 degrees C (60 degrees F) and 22.2 degrees C (72 degrees F), with humidity control. The relative humidity shall not exceed 50 percent. The HVAC equipment shall be stand-alone in design and accommodate a twenty-four hour, seven-day week, year-round operation, and remote alarming (loss of power, cooling and heating) functions. Heat load generated by equipment to be located in this room is approximately 24,000 BTU/H.

6. All associated cable trays, ladder racks, vertical and horizontal wire, patch cords, and cable management are to be supplied. Ladder rack will be installed around the entire perimeter of the Telephone/Data Room.

7. Install a standard, 19 inch, two post rack (secured at both the top and bottom) with the cabling terminated on patch panels in the rack. The Wrightline cabinet with the network equipment shall be installed next to this rack. The Lessor's contractor shall completely install the cabling, including termination of the cables on both ends, installing sufficient cable management (ladder racks, cable trays, J-hooks, etc.), accurately labeling the cabling, testing and verification of the cabling. Provide Cat 6 cables from telephone/data outlets to be terminated by the Contractor in the Telephone/Data Room cabinet.

8. One (1) 7' Cat 6 Patch cable will be provided for each Cat 6 cable feeding telephone/data outlets.

H. OI&T Preferred equipment list:

Color coding for telephone and data cables shall be green.

| | | |
|------------|------------------------------------|-----------------|
| Allen Tel | Flush mounted wall jack | AT219-4 (Cat 6) |
| Chatsworth | Universal Horizontal Cable Manager | 30130-719 |
| Chatsworth | Global Vertical Cabling | 30130-703 |
| Sharpie | Ultra Fine Point | SHPE 23 BK |

I. Each TCO shall consist of three data multi pin jacks for a triplex outlet, and a blank, mounted with a faceplate that shall be industrial grade plastic with clear permanent labels. The TCO, except wall phones, shall be triplex type jacks, with a four position, flush mounted faceplate. The three data jacks shall be a minimum eight-position RJ-45 female type jack, un-keyed (sometimes called centered keyed) jacks, labeled and designated for data only. The TCO shall support the following minimum operating parameters:

VOICE:

1. Isolation 24db
2. Impedance 600 ohms, balanced
3. Signal Level 0 decibel per milli-volt (dBmV) + 0.1 dBmV
4. System Speed Minimum 100 mBps
5. System Data Error Minimum 10 to the -6 Bps

DATA:

1. Isolation (outlet-outlet) 24db
2. Impedance 600 ohms, balanced
3. Signal Level 0 decibel per milli-volt (dBmV) + 0.1 dBmV
4. System Speed Minimum 120 mBps
5. System Data Error Minimum 10 to the -8 Bps

J. All electrical, telephone and data outlets within the Government-demised area shall be installed by the Lessor. As a minimum, the lessor shall provide **a telephone data outlet and an electrical outlet on all walls within a room**, in locations designated by VA.

K. All modifications to this standard will be approved by the Contracting Officer.

L. All existing/abandoned phone/data cable shall be removed.

M. Lessor/Contractor shall supply all labor and material needed to accomplish the project.

N. All work shall be done in a clean and professional manner and comply with ANSI/EIA/TIA Technical Specifications and Standards.

O. NON-GOVERNMENT STANDARDS:

The contractor shall operate under but not limited to the following national codes, telecommunications industry standard and practice. In accordance with accepted EIA/TIA, and NCS standards:

1. National Electric Code (NEC), part 800 article 250
2. Building Industry Consulting Service International (BICSI) standards.
3. Electronic Industries Association / Telecommunications Industry Assoc. EIA / TIA 569 Standard for telecommunications pathways and spaces requirements telecommunications Industry Assoc./ Electronic Industries Association TIA / EIA 568A (Telecommunications cabling standard) ICEA Publications S-80-576-1988

4. Telecommunications Industry Assoc./ Electronic Industries Association TIA / EIA 607 (Building grounding and bonding requirements)
5. Telecommunications Industry Assoc. / Electronic Industries Association TIA / EIA 606 (Standard for records, labeling and space & pathway administration)
6. Installation of outside plant, inside riser, and station cabling shall conform to meet the requirements of ICEA Publications S-80-576-1988 (Ref.B1.6) as to size and installation practice.
7. The installation of the cable shall conform to appropriate OEM, ANSI/EIA/TIA recommendations, Federal Communications Commission (FCC) part 68
8. Americans with Disabilities Act (ADA)
9. National Fire Protection Association (NFPA)
10. Underwriters Laboratories (UL)

P. Wall phone locations shall have 1 Cat 6 cable and be terminated on contractor provided RJ-45 flush mounted telephone wall jack. A 10 foot service loop shall be maintained at the outlet end.

Q. An end-to-end certification test shall be performed on all telephone/data cable in accordance with **EIA/TIA** 568B.2 and ISO/IEC 11801 certification. Both ends of cable shall be labeled to identify outlet supplied. Telephone/Data outlets shall be labeled with identifier to identify connection point in Telephone/Data room.

R. Certification test results to be provided to the VAMC in an electronic format that can be read without the need to purchase/use special software.

S. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA) and NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, NEC National Electrical Code, and other applicable NFPA standards and/or local code requirements.

T. Telephone Service cable from telephone service provider shall be brought into the telecommunications room and terminated on a punch down block, which is mounted on a plywood backboard. There shall be no telephone boxes or cabinets accessible on the exterior of the building.

U. Lessor shall provide two each, 4 inch conduits, with pull strings, from demarcation point with utility company to main telephone/data closet. Conduits shall be stubbed up in telephone/data closet.

3.44 INTENTIONALLY DELETED

3.45 INTENTIONALLY DELETED

3.46 LIGHTING: INTERIOR AND PARKING - SHELL (SEP 2013)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 2 FIXTURES PER 80 NUSF.

A. INTERIOR FIXTURES: **High efficiency T-8** light fixtures (and associated ballasts or drivers) shall be installed in ceiling grid. Ceiling grid fixtures shall be 2' wide by 4' long and **4 bulb fixtures**. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall **maintain a uniform color hue** level throughout the lease term.

B. POWER DENSITY:

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

D. OCCUPANCY/VACANCY SENSORS: The Lessor shall provide occupancy sensors, or vacancy sensors (preferred), 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/vacancy sensors shall not be provided in restrooms. Light fixtures shall be controlled by manual on/off switch.

F. BUILDING PERIMETER:

Adequate lighting at entrances/exits, parking lots, or other adjacent areas to the Building to discourage crimes against persons shall be provided.

G. PARKING STRUCTURES: The minimum luminance 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.

3.47 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.

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.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2015)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor shall submit to VA, 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, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (VA and the tenant agency) shall attend three separate meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor shall anticipate at least three submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed within **30 Calendar Days** of the Government's request. Three Design Development submissions (DD1, DD2, and DD3) shall be required for review by the government. The submittals shall fully describe the architectural and engineering design approach used, and the systems, materials, and layout for the site and building. The submittals shall be reviewed by VA to determine that the design proposed by the Lessor conforms to the space/ functional and technical requirements of this RLP. Utilizing the Functional Space diagram provided by VA at time of award and working in conjunction with the Contracting Officer or designee, the Lessor shall produce the First Design Development Submittal within **15 working days** of award. After VA review and comment on the First Design Development Submittal, the Lessor shall complete and submit the Second Design Development Submittal within **10 working days from date of receipt of DD1 review comments**. After VA review and comment on the Second Design Development Submittal, the Lessor shall complete and submit the Third Design Development Submittal within **10 working days from date of receipt of DD2 review comments**.

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. Submittal of preliminary plans and specifications;
2. Submittal of other working drawings;
3. Issuance of a building permit;
4. Completed construction documents;
5. Schedule that indicates the following:
 - a. Start of Construction date;
 - b. Completion date of principal categories of work;
 - c. Phased completion dates and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category); and
 - d. Final Construction completion date.

C. Government review and approval of Lessor-provided DIDs: The Government will 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 will 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):

1. The Construction Document phase involves the production of complete drawings, specifications, and other documents necessary for the bidding and construction of the project. Construction documents shall be prepared from the approved

design development documents. It is the Lessor's responsibility to provide a quality set of documents. Documents shall be complete and fully coordinated. Prior to reproduction for issue for construction bids, make any changes to the documents identified as necessary by the Contracting Officer during reviews. Three construction document period submissions shall be required: the first at 75% completion, the second **at** 100% completion, and the third **after** 100% completion review comments have been incorporated into the 100% completion drawings, which will constitute the final completion drawings. Within 20 working days of receipt of written VA approval of the Third Design Development Submittal, the Lessor shall produce a complete set of 75% construction documents and specifications for review. Within 10 working days of receiving written notification of VA's 75% construction document review comments, the Lessor shall submit a complete set of 100% working drawings and specifications for review. Within 10 working days of receiving written notification of VA's 100% working drawings and specifications, the Lessor shall submit the Final Completion Drawings. 100% Final Construction Documents shall contain the seal (or stamp) of a professional engineer or architect, registered in the discipline represented by the drawing. Final calculations shall contain the seal (or stamp) of a registered professional engineer. The Lessor shall incorporate each submittal review comments into the next review submittal documents. The Lessor shall allow 10 working days from date of receipt of VA comments of each submission for review and comment.

2. Each drawing shall be provided electronically in CAD and .pdf format. Also, provide four hard copies, nominal size 30" X 42" and two half size copies. Provide all other documents electronically as well. Provide four hard copies of all other documents.

E. Government review of CDs: Upon completion of the Final Completion Drawings, the Lessor shall prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government will 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 14 Working Days following the end of the Government CD review period.

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. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a detailed cost proposal with information that is adequate for the Government to evaluate the reasonableness of the price. **For cost proposals that do not exceed the threshold in FAR 15-403-4, (\$150,000) the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.**

B. A detailed, itemized cost proposal shall be submitted by the Lessor with all required backup documentation. Itemized cost breakdown shall include material, quantities, unit prices, labor costs, (separated into trades), construction equipment, etc. Labor and material costs are to be identified with specific material placed or operation performed. The Government will review to ensure compliance with the scope of work (specified above).

C. 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.

4.04 INTENTIONALLY DELETED

4.05 INTENTIONALLY DELETED

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule to the Government within 30 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 5 Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor shall 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 14 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.

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)

Subject to the Lessor's permission, which shall not be unreasonably withheld, the Government or its contractors shall have access to the Premises prior to acceptance of the Space to prepare the Space for occupancy. If the work to be completed by the Government is a prerequisite for the issuance of a Certificate of Occupancy, or its equivalent, the Government shall be entitled to at least 10 Working Days to complete work by its own contractors.

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)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total NUSF in the Space. The rent for the Space will be adjusted based on the measured NUSF for the purpose of adjusting the annual rent. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, and reconciliation of the annual rent shall be memorialized by Lease Amendment.

4.12 AS-BUILT DRAWINGS (JUN 2012)

Not later than 60 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 and pdf 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.

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 **\$1,500** 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 INTENTIONALLY DELETED

4.15 INTENTIONALLY DELETED

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 INTENTIONALLY DELETED

5.03 FINISH SELECTIONS (SEP 2015)

The Lessor shall 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 shall comply with specifications set forth elsewhere in this Lease. All required finish option samples shall be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs. VA will deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options will be approved by VA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.04 WINDOW COVERINGS (JUN 2012)

Window Blinds.

All exterior windows shall be equipped with window blinds. Blinds shall be horizontal “mini” blinds with aluminum slats of one inch width or less. The window blinds must have non-corroding mechanisms and synthetic tapes. Provide rod style operators. Windows shall be provided with sun control window film with the following performance criteria nominal values. Color of tint shall be selected by VA:

| | |
|------------------------------|-------|
| Visible Light Transmitted | 69% |
| Total Solar Energy Rejected | 50% |
| TSER – On 60 degree angle | 59% |
| Infrared Rejected | 99.9% |
| Visible Light Reflected Int. | 9% |
| Visible Light Reflected Ext. | 10% |
| UV Rejected | 99.9% |
| Glare Reduction | 23% |
| Luminous Efficacy | 1.19 |

Glass in the main lobby waiting area shall be provided with sun control window film with the following performance criteria nominal values. Color of tint shall be selected by VA:

| | |
|------------------------------|-------|
| Visible Light Transmitted | 39% |
| Total Solar Energy Rejected | 60% |
| TSER – On 60 degree angle | 66% |
| Infrared Rejected | 97% |
| Visible Light Reflected Int. | 7% |
| Visible Light Reflected Ext. | 7% |
| UV Rejected | 99.9% |
| Glare Reduction | 55% |
| Luminous Efficacy | 1.0 |

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 36" 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)

New doors within the Space shall be provided as part of the negotiated Build-out proposal. Sizes shall be as indicated on VA conceptual drawings. 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)

New doors shall have 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. All doors shall be keyed with removable cores and shall be Best GI cylindrical lever handle series or equal with Falcon or equal 7 pin removable core with cap, L-Keyway. All locks shall be master keyed and interior rooms shall be individually keyed, except for Telephone/Data room, which shall be individually keyed. The Government shall be furnished with two keys for each door, with two spare individual keys (L-Keyway Part #1MIL-1) per lock. Provide six (6) each master keys. All keys shall be stamped with "DO NOT DUPLICATE" or "DUPLICATION PROHIBITED". 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. Doors used for egress shall not be lockable from the interior.

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.

8.5" x 8.5" ROOM SIGN

Framed Sintra Sign with window. Window to be as tall as possible. 1/2" border on either side and below window. Window shall accept a VA provided insert with room function inserted from side of window.

.5" border frame

Grade 2 braille

Two sheets of single ply modified acrylic are laminated together. Total thickness of panel: 5/32". Sheet processed on an engraving router, machined leaving only lettering, numbers and/or symbols raised 1/32" and cut to specified height of 2.375".

Grade 2 braille raised 1/32"

Mounted: Latch side of the door

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

5.10 WALL FINISHES (JUN 2012)

Wall finish shall be 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 shall be newly finished in colors acceptable to the Government. Restrooms shall be painted with high gloss paint. All other areas shall be painted with a semi-gloss paint.

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. 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.

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. Carpet and all installation components including adhesives, sealers, seam welds, and seam sealers must meet the Low Emitting Materials standards as outlined in U.S. Green Building Council LEED criteria. 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)

A. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited. Lessor shall have existing HVAC unit serviced and cleaned inside and out. All coils shall be cleaned, drain pan cleaned, and treated to kill all mildew or other foreign growth. Lessor shall confirm that existing HVAC unit has capacity to provide air flow, air changes, and room pressurizations required by VA. Lessor shall modify/replace existing HVAC equipment as necessary to meet parameters required by VA.

B. Air Conditioning equipment capable of maintaining the internal space between 32.8 degrees C (60 degrees F) and 22.2 degrees C (72 degrees F), with humidity control. The relative humidity shall not exceed 50 percent. The HVAC equipment shall be stand-alone in design and accommodate a twenty-four hour, seven-day week, year-round operation, and remote alarming (loss of power, cooling and heating) functions.

C. All perimeter rooms shall have individual temperature control. As many as three interior rooms of similar function and exactly the same load characteristics may be grouped into one zone.

D. Provide dedicated split Air Conditioning equipment, for the Telephone/Data Room, capable of maintaining the internal space between 32.8 degrees C (60 degrees F) and 22.2 degrees C (72 degrees F), with humidity control. The relative humidity shall not exceed 50 percent. The HVAC equipment shall be stand-alone in design and accommodate a twenty-four hour, seven-day week, year-round operation, and remote alarming (loss of power, cooling and heating) functions. Heat load generated by equipment to be located in this room is approximately 20,000 BTU/H.

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 and Section 3.27 Electrical. 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. Provide a quad outlet on two walls of each occupied space.

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)

A. Lessor shall provide the following in the Telephone Data Room:

1. 3/4" fire treated plywood 8 ft. high on all walls with the bottom one foot above the finished floor.

2. Four (4) each-20-amp double-duplex (quad) electrical outlets, each on a dedicated circuit, two (2) each duplex receptacles at the top of each standard rack; each on a dedicated circuit, and two each 208 volt receptacles at the top of each standard rack, each on a dedicated circuit.

3. Provide a UPS battery backup unit with 208V input and 120/208V output. UPS shall be able to handle 3600 watt load, plus 10%, for four hours. UPS shall have two 120V outputs and two 208V outputs. UPS shall provide battery backup for 120V and 208V receptacles that are mounted at top of racks. UPS shall be manufactured for use with telecommunications equipment. UPS shall have brownout, surge and transient protection, precision output voltage regulation, input power factor correction, pure sinewave output, and eliminates generator frequency and voltage drift.

4. Single-ground bus bar, grounded to building ground at the source.

5. All associated cable trays, ladder racks, vertical and horizontal wire, patch cords, and cable management are to be supplied. Ladder rack will be installed around the entire perimeter of the Telephone/Data Room.

6. Install a standard, 19 inch, two post relay rack, floor mounted type, (secured at both the top and bottom) with the cabling terminated on patch panels in the rack. Provide a Model 40U Wrightline cabinet, with the network equipment, installed next to the relay rack. The Lessor's contractor shall completely install the cabling, including termination of the cables on both ends, installing sufficient cable management (ladder racks, cable trays, J-hooks, etc.), accurately labeling the cabling, testing and verification of the cabling. Provide Cat 6 cables from telephone/data outlets to be terminated **by the Contractor** in the Telephone/Data Room cabinet. Cat 6 cables from telephone/data outlets shall be terminated in the Telephone/Data Room Category 6 patch panels using 568A standard. Provide one (1) each 48 port patch panels, located in the 40U Wrightline cabinet in the Telephone/Data Room, for termination of data cables. All telephone cables shall be terminated on a 300 pair 110 block mounted on the plywood backboard. Color coding for telephone and data cables shall be green. Cabling shall be installed in conduit or cable trays which will provide physical security for the cables in accordance with VA requirements.

7. One (1) 7' Cat 6 Patch cable will be provided for each Cat 6 cable feeding telephone/data outlets.

8. OI&T Preferred equipment list:

Ortronics 48 Port Patch panel
300 Pair 110 Block

OR-PHD66U48

| | | |
|------------|------------------------------------|-----------------|
| Allen Tel | Flush mounted wall jack | AT219-4 (Cat 6) |
| Chatsworth | Universal Horizontal Cable Manager | 30130-719 |
| Chatsworth | Global Vertical Cabling | 30130-703 |
| Sharpie | Ultra Fine Point | SHPE 23 BK |

Wrightline 40U Paramount cabinet consisting of:

- a. Frame: 40U x24"Wx40"D welded Paramount frame (JW772440)
- b. Frame Trim Kit: 24"W Paramount Frame Trim Kit (JFTK24)
- c. Left side panel: 40Ux40"D solid side panel (JSPS7740)
- d. Right side panel: 40Ux24"W solid side panel (JSPS7440)
- e. Front door: 40Ux24"W Std door frame-left hinged (JDF7724L)
- f. Front Dr Insert: 40Ux24"W Fully perforated insert (JDP77242)
- g. Front door lock: removable core locking with 2 Key (WL100)
- h. Rear Door: 40Ux24"W split door-Fan-120V (JDD17722)
- i. Top Panel: Top panel-OH CM Trough-Perforated-24 (JTPPCMT2440)
- j. Rack-Mount Rails: Rm Rail – 19"EIA-40U-0.375" sq (JRM10003)
- k. Options: caster kit-40"D Frame- 1-600lbs (JCSTR40)
- l. Options: cable pass –thru devices – set of 8 (JCPT08)
- m. Options: molded cable rings – set of 4 (JCR04)
- n. 1 -Standard Duty fixed shelf – black (EAFS19241U20)

9. All work shall be done in a clean and professional manner and comply with ANSI/EIA/TIA Technical Specifications and Standards.

10. **NON-GOVERNMENT STANDARDS:**

The contractor shall operate under but not limited to the following national codes, telecommunications industry standard and practice. In accordance with accepted EIA/TIA, and NCS standards:

- a. National Electric Code (NEC), part 800 article 250
- b. Building Industry Consulting Service International (BICSI) standards.
- c. Electronic Industries Association / Telecommunications Industry Assoc. EIA / TIA 569 Standard for telecommunications pathways and spaces requirements telecommunications Industry Assoc./ Electronic Industries Association TIA / EIA 568A (Telecommunications cabling standard) ICEA Publications S-80-576-1988
- d. Telecommunications Industry Assoc./ Electronic Industries Association TIA / EIA 607 (Building grounding and bonding requirements)
- e. Telecommunications Industry Assoc. / Electronic Industries Association TIA / EIA 606 (Standard for records, labeling and space & pathway administration)
- f. Installation of outside plant, inside riser, and station cabling shall conform to meet the requirements of ICEA Publications S-80-576-1988 (Ref.B1.6) as to size and installation practice.
- g. The installation of the cable shall conform to appropriate OEM, ANSI/EIA/TIA recommendations, Federal Communications Commission (FCC) part 68
- h. Americans with Disabilities Act (ADA)
- i. National Fire Protection Association (NFPA)
- j. Underwriters Laboratories (UL)

11. An end-to-end certification test shall be performed on all telephone/data cable in accordance with **EIA/TIA** 568B.2 and ISO/IEC 11801 certification. Both ends of cable shall be labeled to identify outlet supplied. Telephone/Data outlets shall be labeled with identifier to identify connection point in Telephone/Data room.

12. Certification test results to be provided to the VAMC in an electronic format that can be read without the need to purchase/use special software. At the completion of this work, an accurate and legible location map for all cabling will be provided to VA by the contractor. At the completion of this work, results of cable testing and type of tester used will be provided to VA by the contractor.

13. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA) and NFPA standards. Bonding and grounding shall be in

accordance with NFPA Standard 70, NEC National Electrical Code, and other applicable NFPA standards and/or local code requirements.

14. Lessor shall provide one (1) each, 4 inch conduit, with pull string, from demarcation point with utility company to main telephone/data closet. Conduits shall be stubbed up in telephone/data closet. Install, terminate, test and label a 25 pair copper trunk cable and one each 6 strand fiber cable in the 4 inch conduit from the Tel/Data room to the main electrical/telecom demark point. Terminate the 25 pair trunk cable on 100 pair 110 blocks in Telephone/Data room. The 6 strand fiber shall be multi-mode and shall be terminated on both ends with ST connectors. Fiber shall be terminated in Telephone/Data Room in Contractor supplied fiber cabinet, with a minimum 10-foot service loop provided on each end of the fiber optic cable. The fiber cabinet shall be rack mounted. All fiber shall be enclosed in conduit and/or inter-duct the entire length of the run. Fiber shall be labeled at both ends. Fiber shall be tested with test results provided to the VA in electronic form that requires no special software to read.

B. 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 in walls, columns, or above ceiling. 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. Lessor shall provide two (2) each 4 inch conduits from Telephone/Data Room to nearest utility company connection point for site. Lessor shall install, terminate, test and label a 50 pair copper trunk cable in one of the 4 inch conduits. 50 pair cable shall be terminated in an equipment cabinet in Telephone/Data Room. Lessor shall install a twelve pair fiber optic cable in one of the 4 inch conduits. Fiber shall be terminated in an equipment cabinet in Telephone/Data Room. Provide sealed conduit to house the agency telecommunications system when required.

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 Lessor 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, walls, columns, or above ceilings. 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 cable from coming into contact with suspended ceilings or sprinkler piping. Cable trays shall be installed in corridor(s). Lessor shall provide Cat 6 cables from telephone/data outlets to the Telephone/Data Room. Cat 6 cables shall be terminated in VA provided equipment cabinet using 568A Standard. Wall phone locations shall have 1 Cat 6 cable and be terminated on contractor provided RJ-45 flush mounted telephone wall jack. A 10 foot service loop shall be maintained at the outlet end.. Each telecommunications outlet (TCO) shall consist of one telephone multi pin jack, a blank and two data multi pin jacks for a triplex outlet; one telephone multi pin jack for a single outlet; mounted with a faceplate that shall be industrial grade plastic with clear permanent labels. The TCO, except wall phones, shall be triplex type jacks, with a four position, flush mounted faceplate. The triplex wall outlet will include a top jack that shall be a minimum six-position RJ-45/11 compatible female type jack, labeled and designated for telephone application only. The two bottom jacks shall be a minimum eight positions RJ-45 female type unkeyed (sometimes called centered keyed) jacks, labeled and designated for data only. The TCO shall support the following minimum operating parameters:

VOICE:

1. Isolation 24db
2. Impedance 600 ohms, balanced
3. Signal Level 0 decibel per milli-volt (dBmV) + 0.1 dBmV
4. System Speed Minimum 100 mBps
5. System Data Error Minimum 10 to the -6 Bps

DATA:

1. Isolation (outlet-outlet) 24db

2. Impedance 600 ohms, balanced
3. Signal Level 0 decibel per milli-volt (dBmV) + 0.1 dBmV
4. System Speed Minimum 120 mBps
5. System Data Error Minimum 10 to the -8 Bps

All electrical, telephone and data outlets within the Government-demised area shall be installed by the Lessor. As a minimum, the lessor shall provide **a telephone data outlet on two walls within each occupied room**, in locations designated by VA

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. Telephone/Data 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 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 shall 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 shall coordinate the application of Certification of Occupancy with furniture installation.

5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)

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.

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

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

A. The Government's normal hours of operations are established as **7:00AM to 5:30PM**, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. 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 INTENTIONALLY DELETED

6.04 INTENTIONALLY DELETED

6.05 HEATING AND AIR CONDITIONING (SEP 2014)

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. 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.

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

F.

6.06 INTENTIONALLY DELETED

6.07 JANITORIAL SERVICES (JUN 2012)

A. The Lessor shall furnish all supplies, materials machinery, appliances, supervision, and labor necessary to provide complete janitorial services for the clinic. Services shall be provided in all interior areas of the leased premises to provide a clean, neat, and attractive appearance by performing the functions described below. The Lessor shall make careful selection of cleaning products and equipment to ensure they are packaged ecologically, environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable, and minimize the use of harsh chemicals and the release of irritating fumes.

The Lessor shall select paper and paper products with recycled content conforming to EPA's CPG. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

B. Materials and Procedures

(1) Standards

It is the Lessor's responsibility to maintain the clinic in a condition that meets all housekeeping and sanitation requirements of this solicitation and the current standards of the Joint Commission (JC).

(2) Work Schedule

Work will be accomplished at times indicated. Work schedule shall be from 7:30 AM to 4:30 PM, Monday through Friday. Mechanical equipment such as vacuum cleaners, burnishes, scrubbing machines, etc., shall not be used during patient appointments.

(3) Janitorial Staff and Supervision

Janitorial staff will have access throughout the building; therefore, none of the janitorial staff may have a police record for anything more serious than traffic or parking violations. There shall be a janitorial staff supervisor on duty at all times when janitorial staff is in the building. Any person whose work or conduct is found to be unacceptable by the Government shall be removed from the janitorial staff. Smoking is permitted in designated areas only. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Janitorial company's standard uniforms are acceptable, if they clearly identify the company and the occupation of the individual. Janitorial staff will be required to wear photo identification badges.

(4) Provide clear plastic linings for non-hazardous waste trash receptacles.

(5) Equipment and Materials

All equipment and materials used in the performance of this contract will be cleaned and stored properly at the end of the workday. Cleaning carts and/or equipment will not be left unattended for any reason while patients are in the clinic. Lessor shall ensure all equipment, tools, and supplies meet necessary safety requirements and janitorial staff has full working knowledge of their use. The Lessor shall provide all labor, materials, supplies, machinery, and appliances that may be necessary or appropriate in the performance of janitorial services.

The Government will provide Medicated Vestal hand soap. The Lessor shall provide plastic linings for all trash receptacles, toilet tissue, multifold paper towels and clear plastic linings for non-hazardous waste trash receptacles. Housekeeping aide closets are located throughout the space for storage of supplies and equipment. The Lessor shall keep a minimum of two weeks stock of supplies on hand. All accumulated waste shall be removed and disposed of in the dumpster. Specifications for supplies are as follows:

- **Toilet tissue:** Roll type, 4-1/2 inches wide, single ply
- **Paper towels:** Multi-fold, 10-1/8 inches wide
- **Hand soap:** Medicated Vestal **(TO BE PROVIDED BY THE VA)**
- **Trash receptacle liners:** (a) Polyethylene, flat type, 33 inches long, 52 inches wide, .66 millimeters thick; (b) Polyethylene, flat type, 24 inches long, 33 inches wide, .31 millimeters thick; (c) Polyethylene, red bags (biohazard) 33 inches long, 52 inches wide and 24 inches long, 33 inches wide
- **Furniture polish:** Spray type for use on wood and wood veneer
- **Window cleaner:** Ammonia type sufficient to remove smoke film and dust
- **Air freshener cartridges in bathrooms:** Johnson Wax Good Sense
- **Upholstery cleaners:** Dry or foam type recommended for fabric upholstery
- **Germicide:** EPA-registered
- **Resilient floor tile cleaner and maintainer:** As recommended by manufacturer of resilient flooring
- **Floor finish:** High-speed floor finish as recommended by manufacturer of resilient flooring
- **Floor sealer:** As recommended by manufacturer of resilient flooring

- **Floor stripper:** As recommended by manufacturer of resilient flooring
- **Toilet seat covers:** Paper, white

A copy of the MSDS sheets for all products used shall be maintained at the clinic and shall be available for review by VA upon request.

C. Daily Cleaning Requirements

(1) Building Entrances

- Pick up trash and cigarette butts around entrances and vestibules.
- Empty trash receptacles.

(2) All Areas

- Trash receptacles shall be emptied and liners changed.
- Trash shall be removed from the building and placed in appropriate containers.
- Boxes and other empty containers, to be disposed of, shall be removed from the building and placed in appropriate containers.
- Remove black scuff marks from corridor floors as necessary.

(3) All Areas

- Complete other required janitorial services.
- Dust furniture, desks (do not disturb papers on desks), machines, phones, file cabinets, window ledges, etc.
- All resilient tile floor areas shall be swept and wet mopped with germicide.
- Electrical equipment shall only be used during these hours.
- Spot clean walls and doors.

(4) All Restrooms

- All restrooms shall be cleaned, swept and wet mopped at least once each day.
- All paper products and hand soap shall be replenished.
- All surfaces, including commodes, walls, mirrors, counters and sinks, shall be cleaned and disinfected. Sponges and cloths shall not be used to clean commodes and urinals. Commodes shall be cleaned with disposable items that are disposed of after cleaning commode in each toilet room. Items used to clean commodes shall not be used in turn for cleaning other items or wiping down other surfaces. Clean exterior of commodes first, followed by cleaning of the interior.

(5) Ceramic Tile Areas (Other than restrooms)

- Ceramic tile floors shall be swept and damp mopped. If dirt build-up occurs, ceramic tile floors shall be scrubbed when determined that it is required by COTR.

(6) Corridors, Waiting Areas, Administrative Areas, Mental Health

- The areas shall be swept, wet mopped with a neutral cleaner, and burnished.

(7), Conference Rooms (if unoccupied)

- The areas shall be swept, wet mopped with a neutral cleaner, and burnished.
- Areas with cushioned flooring shall be maintained in accordance with manufacturer's recommendations.
- Restrooms shall be swept and wet mopped once each day and all paper products and hand soap replenished.
- All restroom surfaces, including commodes, walls, mirrors, counters and sinks, shall be cleaned and disinfected.

(8) Waiting Room Tables, Doors, Walls and Trim

- Dust tables, ledges, sills, moldings, and baseboards.

(9) Mirrors and Glass Cleaning

- Clean all mirrors and glass at entrances (fingerprints and smudges).

(10) Housekeeping Aide Closets

- Clean daily including sinks, floors, and shelves.

(11) Water Coolers

- Clean water coolers.
- Housing shall be wiped down. Particular attention shall be given to top surface and spout to prevent lime build-up, bacterial growth, etc.

D. Three Times Weekly

- Collect, remove, and dispose of refuse, trash, and garbage from trash collection area.
- Apply resilient floor tile cleaner and maintainer to all resilient tile floors and burnish.

E. Weekly Cleaning Requirements

(1) Furniture

- Clean as necessary, but no less than weekly. Vacuum upholstered furniture.

(2) All Restrooms

- Scrub floors and ceramic tile base and wipe down with germicide.
- Clean ceramic tile walls and wipe down with germicide.
- Spot wash painted walls as necessary.
- Damp wipe toilet stall partitions and waste receptacles with germicide.

(3) Doors, Walls and Trim

- Spot wash (for fingerprints, smudges, etc.) as necessary but no less than once weekly.

(4) Glass Cleaning

- Clean interior and exterior of door and entrance glass in waiting areas, exam rooms, offices, and treatment rooms.
- Spot clean walls as necessary, but not less than weekly.

F. Monthly Cleaning Requirements

(1) Furniture

- Polish all furniture as necessary, but not less than monthly.

(2) Air Conditioning Grilles and Registers

- Vacuum all grilles and registers.

(3) Waiting Areas, Exam Rooms, Offices, Treatment Rooms

- Wash waste receptacles with germicide.

(4) Floor Maintenance of Resilient Tile Areas

- Apply cleaning soap, as recommended by resilient tile manufacturer, scrub and re-wax hallways, waiting rooms, and lobbies.
- Apply cleaning soap, as recommended by resilient tile manufacturer, scrub and re-wax other resilient tiled areas as required.

G. Quarterly

(1) Building Interior

- Dust window coverings/blinds.
- Dust handrails and handrail brackets.

H. Semi-Annual Cleaning Requirements

(1) Furniture

- Shampoo upholstered furniture during January and July.

(2) Floor Maintenance of Resilient Tile Areas

- Strip floors, apply sealer, apply wax and refinish all resilient tile floors.

(3) Glass

- Wash inside glass and clean interior of all window frames and window stools.

I. As required. Properly maintain plants and lawns. Replace light bulbs, fluorescent tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

J. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the VA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.08 SELECTION OF CLEANING PRODUCTS (APR 2015)

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

- A. Use products that are packaged ecologically;
- B. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and
- C. Minimize the use of harsh chemicals and the release of irritating fumes.

NOTE: Examples of acceptable products may be found at www.gsa.gov/p2products.

6.09 SELECTION OF PAPER PRODUCTS (APR 2015)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) with recycled content conforming to EPA's CPG.

6.10 INTENTIONALLY DELETED

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, all required testing and certification of Life Safety Devices shall be performed by Licensed or Certified Company in accordance with NFPA 101 Life Safety Code. Documentation associated with the following devices shall be forwarded to the Safety Officer for review within 30 days of the completed testing. All deficiencies reported by the EOC Inspection Team shall be completed with 30 days or PFI shall be provided to the Safety Office by the owner:

1. **NFPA 10** - Inspection, testing and Maintenance of Portable Fire Extinguishers
2. **NFPA 25** - Inspection, testing and Maintenance of Water Based Fire Protection Systems
3. **NFPA 70** - Inspection, testing and Maintenance of Emergency Battery Powered Lights and Exit Lights
4. **NFPA 72** - Inspection, testing and Maintenance of Fire Alarm System
5. **NFPA 110** - Inspection, testing and Maintenance of Emergency and Standby Power Systems (Generators)

The aforementioned devices include 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 and throughout the lease term to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

C. **Emergency Maintenance and Repairs.** The Lessee will notify the Lessor of any emergency and request the Lessor to perform the necessary work. Service calls to correct system problems/malfunctions shall commence (service technicians on site) within four (4) hours of notification by the Lessee of the problem. Lessor shall perform work continuously until the

problem(s) has been rectified to the satisfaction of the Government. For work on major systems, continuous work shall require work during overtime hours, weekends, and holidays. No additional charge shall be made by the contractor for overtime, holiday, etc. pay period. For other systems, continuous work shall require work during normal business hours only. Emergency maintenance and repairs include but are not limited to:

1. Failure of heating/cooling system to maintain specific temperature
2. Failure of water system, including hot water
3. Inadequate or no water pressure
4. Leaking water pipes
5. Blocked or leaking drains
6. Electrical failure
7. Sewage system malfunction
8. Repair/replace exterior windows and doors including plate glass if applicable.

In the event the Lessor shall fail to perform emergency maintenance and repairs within four (4) hours or to perform non-emergency maintenance and repairs within 5 days from the date notice is given by the Lessee, the Lessee may immediately perform or have performed such maintenance and repairs and deduct all costs thereof from the rental or other charges due or to become due under the terms of this lease.

6.12 MAINTENANCE OF PROVIDED FINISHES (SEP 2013)

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 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 (lobby/waiting areas, public toilets, and main corridors) at least every three years. The remainder of the building shall be painted at least every 5 years.
2. 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. Tiles are loose; or
 - d. Tears or tripping hazards are present.
2. Carpet Tiles shall be replaced when tiles become worn, stained, loose, frayed, torn, etc. All carpet tile in the space shall be replaced every 5 years,
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 normal business hours only after the coordination of Government oversight procedures have been established by the Lease Contracting Officer.

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 a locally designated representative to be 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. Vendors coming in periodically to perform repairs/services do not need to have a background check to be issued a badges; however they **will be** escorted and monitored while physically in the leased space to ensure patient information has not been comprised.

B. As this space is staffed with VA employees during normal duty hours and Contractor's do not have access to the space after hours, flash badges will suite for any person(s) employed by the Lessor, to include Janitorial Contractors to perform periodic services at the space, otherwise PIV cards with security background investigation of SAC is required.

C. Flash badges are good for one year. One form of pictured government ID, no fingerprints or background investigation or SAC required. They would need to go to the closest PIV office or obtain their flash badge at the space where they work when Mr. Allen Pope and/or Mr. Robert Milner visit the Vet Center. On the HSPD web site, find the applicant tab then "get a ID badge" for explanation on PIV types to include what is needed for the flash badge, acceptable ID for flash badge issue. See also VA card types and requirements on the web page.

HSPD website, [HTTP://VAWW.VA.GOV/PIVPROJECT/INDEX.ASP](http://VAWW.VA.GOV/PIVPROJECT/INDEX.ASP)

D. Flash badges will suit for janitorial employees as long as they come during normal business hours with supervision (VA employees in the work area), otherwise PIV cards with security background investigations are required. **THERE WILL BE NO WORK PERFORMED BY THE LESSOR'S EMPLOYEES OUTSIDE OF NORMAL BUSINESS HOURS.**

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

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.

C. If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

D. Landscape management practices shall prevent pollution by:

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

E. 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.

F. If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

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 INTENTIONALLY DELETED

6.20 INTENTIONALLY DELETED

6.21 INTENTIONALLY DELETED

6.22 INTENTIONALLY DELETED

6.23 RADON IN AIR (SEP 2013)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: <http://www.epa.gov/radon/zonemap.html>.

6.24 INTENTIONALLY DELETED

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 shall cooperate with the Government's Occupant Emergency Plan (OEP) and the development and implementation of emergency notification procedures for the Lessor's Building Engineer or Manager. The Plan will include, other things, 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.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY STANDARDS (JUN 2012)

EXHIBIT K
SECURITY REQUIREMENTS
Building Alarm Security System

The installation and maintenance of a building alarm security system shall be accomplished by the Lessor through a contractual arrangement with a commercial security firm to be approved by the Contracting Officer.

The building security alarm system shall meet UL 639 Intrusion Detection Standard.

The intrusion detection alarm system shall detect entry into the building and broadcast a "local alarm" of sufficient volume to cause an illegal entrant to abandon a burglary attempt. The building security alarm system shall have the following essential features:

- 1) An internal, automatic charging DC standby power supply and a primary AC power operation. The Lessor is responsible for providing the 120 volt circuits for this equipment. Power supply voltage shall be in the range of 13.2 – 13.7 volts.
- 2) A central monitoring panel, with activation/deactivation code shall be installed adjacent to the main entry door and adjacent to the employee entrance.
- 3) An automatic reset capability following intrusion detection.
- 4) A local alarm level of 80dB (min.) to 90dB (max) up to 100 feet from the protected building.
- 5) An integral capability for the attachment of wiring for remote alarm and intrusion indication equipment.

Installation Notes:

- a) A locally sounding alarm "shall not" be installed in a room that is close to any room where a loud alarm would have an injurious effect on occupants.
- b) Intrusion detector alarms shall be remoted to a commercial security alarm-monitoring firm, a local police department, or a security office charged with building security with 24-hour coverage at the discretion of the Contracting Officer. Lessor is responsible for the cost of the security alarm monitoring. The remoted alarms will be in addition to the locally broadcast alarms in the protected areas.
- c) A motion detector shall be installed in the Telephone/Data room. Motion detectors shall be installed for full building coverage. All interior corridors and main lobby shall be covered by motion detectors. Rooms with windows at ground level shall have glass break modules. Provide door contacts on the Telephone/Data room and all exterior doors of the building.
- d) Provide a Cat 6 cable from the Intrusion Detection System to be connected to the PACS server located in the Telephone/Data room.

NOTE: Intrusion detection equipment that operates on the principle of narrow-beam interception, microwave, or photoelectric eyes is **UNACCEPTABLE**.

-End Building Alarm Security System Section-

Duress Alarm System

A. The VA will utilize computer keyboards to initiate duress alarms, except in conference rooms, group rooms, and other rooms designated by the Government, where wall mounted duress alarm buttons shall be used. Lessor shall provide the following for local security personnel monitoring of duress alarms and for remote monitoring of duress alarms.

1. For local security personnel monitoring of duress alarms, Lessor shall provide:
 - a. An Integrator, manufactured by Lynx, between the VA network and HDMI monitor at Security personnel location only. Provide connection to the VA Network and power for the Lynx Integrator.
 - b. HDMI 32 inch monitor at Security personnel location. Provide connection to the Lynx Integrator and power for the HDMI monitor.
 - c. An HDMI 32" monitor at Reception for backup, no Lynx Integrator required. Provide connection to VA Network and power for HDMI monitor.
 - d. When a duress alarm is initiated, the alarm shall be indicated on both the monitor at Reception and at the Security personnel location.
2. For remote monitoring of duress alarms, Lessor shall provide the following:
 - a. Net Output Box, manufactured by Lynx, which is connected to VA network and ties to remote monitoring company. Lynx Net Output Box shall have sixteen (16) relays.
 - b. Lynx Net Output Box requires VA network connection, power, and connection to remote monitoring company. Lessor shall provide connection means to remote monitoring company and shall be responsible for payment of remote monitoring fees. When a duress alarm is initiated, the alarm shall be transmitted to the remote monitoring company, which will in turn notify those parties to be established.

B. Duress Alarms, Wall Mounted:

1. Housing shall be a rugged corrosion-resistant housing of stainless steel or Acrylonitrile Butadiene Styrene (ABS) molded plastic or similar material that is weather and dust proof.
2. Actuating device shall include a minimum of a plunger button whose head is recessed from the face/front edge of the housing and be designed to avoid accidental activation using switch guard.
3. Alarm switch/button shall lock-in upon activation until manually reset with key or manufacture provided device.
4. The switch shall be a positive-acting, double-pole, and double-throw switch.
5. Duress/Panic alarms shall meet UL 305 Standard for Panic Alarms. To reduce the possibility of false alarms and ensure installation functionality UL 636 Standard for Holdup Alarms standards shall be met.
6. Duress-Panic Alarm Technical Characteristics:

| | |
|---------------------|---------------------------------------|
| Temperature Range | 0° to 110°F (-17.8°C to 43.3°C) |
| Nominal Voltage | 12 V DC @ 6 mA |
| Current | Max 8 mA |
| Operational Voltage | 7 V DC to 15 V DC |
| Operational life | Rated for 0,000 activations |
| Battery Activations | 500 |
| Actuator | Recessed plunger with activation lock |
| LED | Bi-color – on and activated |

-End Duress Alarm System Section-

Physical Access Control System (PACS)

The PACS system shall include, but not be limited to: card readers, keypads, biometrics, electronic locks, electromagnetic locks and strikes. PACS devices shall be used for the purpose of controlling access and monitoring building entrances, sensitive areas, mission critical asset areas, and alarm conditions from an access control perspective. This includes maintaining control over defined areas such as building perimeter and interior areas..

PACS shall be manufactured by **Lenel OnGuard**, or approved equal. Lessor shall be responsible for programming card readers to VA cards. Card reader equipment shall be located in the Telephone/Data Room. Card readers, RP40,HID, Multiclass, Model 920NHRNEK0004, 13.56 MHZ only, 200 bit, shall be used on all doors designated to receive a card reader with the exception of the Telephone/Data Room. A PIV Class, RPK40EKNR, SRD Model RPK40-H, Model 921PHRNEK0002D (dual factor), 13.56 MHZ only, 200 bit, card reader shall be installed on the Telephone/Data room door. The card access system shall be HSPD-12/FIPS 201 compliant. The system shall be able to operate and process PIV/HID cards on a 200 bit string-pattern. PIV Card Readers shall come from the manufacturer set to 200 bits. The issue code variable, vendor code, and credential number of the PIV card shall be processed upon the granting of area access. The card reader power supply must be between 13.2 – 13.7 volts. The Physical Access Control System (PACS) shall comply with the requirements of Department of Veterans Affairs, Office of Operations, Security, and Preparedness, HSPD-12 Program Management Office, Physical Access Control System (PACS) Requirements, Version – 1.0, December 22, 2010. Lessor must have prior approval from VA IT, through the Contracting Officer's Representative (COR) to connect to the VA data network.

Card readers, RP40,HID, Multiclass, Model 920NHRNEK0004, 13.56 MHZ only, 200 bit: 20 required.

Card reader PIV Class, RPK40EKNR, SRD Model RPK40-H, Model 921PHRNEK0002D (dual factor), 13.56 MHZ only, 200 bit: 1 required.

Cables for the PACS system hardware shall be Anixter/Tappan, P40040-1A, 18 AWG, 6 Conductor, STR BC, OAS Plenum, White, 3 X twisted pair in single jacket, or approved equal. Cables installed for connection of hardware shall be installed to the Telephone/Data Room and connected to a control panel manufactured by Lenel, or approved equal. A CAT 6 cable shall be installed from the Lenel control panel to VA provided equipment in Telephone/Data Room.

Lessor shall conduct a semi-annual battery test of all batteries in the card access system. All batteries that test outside of the card access system manufacturer's recommended parameters for battery voltage shall be replaced by Lessor. Lessor shall provide a report to the VA semi-annually certifying that all batteries in the system have been tested and shall list location, system component, and battery reading for all replaced batteries.

Lessor shall provide the following information to the VA:

- Operating bit pattern used by card access system.
- List of specific location of all batteries in system, size and type of battery.
- Specific location of all system components
- Schematic diagram of system and components
- Specify software that is used by card access system.

-End Physical Access Control System Section-

SECURITY SURVEILLANCE CAMERA TV SYSTEM (SSTV):

The SSTV system design, installation, and use provides monitoring of building entrances, interior areas, restricted areas, alarm conditions, and shall support the visual identification and surveillance of persons, vehicles, assets, incidents, exterior areas, such as site and roadway access points, parking lots, and building perimeter. System shall include all services, lines, equipment, accessories, fittings, connectors, etc. necessary to provide a fully functioning system. The SSTV system shall be monitored via the VA network system. SSTV system shall be compatible with the VA Network. All cameras shall be IP type. Cameras shall be fixed in quantities indicated below.

1. Furnish and install one (1) each high definition, motion activated, IP type fixed camera, with security globe, and provisions to connect to VA Network, in Telephone/Data room. Camera shall be positioned to monitor entrance to Telephone/Data room from the interior.
2. Furnish and install twenty (20) each interior, IP Type, fixed, high definition cameras at locations to be determined by VA
3. Furnish and install ten (10) each exterior, wall mounted, IP Type, pan,tilt,zoom, high definition cameras at locations determined by government.

Provide one (1) each Lenel, or approved equal, LNVR, Model #DVC-KO-B-A00-01-2T, low profile chassis (DVC-LP), with one (1) 2 TB data drive, LNVR software, Windows 7, 64 bit operating system, all installed. LNVR shall be located in Telephone/Data Room. Provide one (1) each UPS unit for the LNVR, Tripp Lite UPS Systems, Model No. BP48V242U, external 48V rack/tower battery pack, or approved equal. Provide power to UPS System.

Cabling for the cameras shall be installed back to the Telephone/Data Room where cables will be connected to VA equipment. Provide permanent identification markers on cable in Telephone/Data Room and at camera location. Lessor shall test each cable and provide a copy of test results to VA. Cameras shall be controlled and monitored through the VA network system.

Power for each camera shall be provided at the camera location, in lieu of power from centralized equipment. Provide a 42 inch wall mounted security camera system HDMI monitor in the Security Office for observation of cameras (except camera located in Telephone/Data Room). Provide a Lynx Integrator between the VA Network and the HDMI monitor. Provide cable to VA Network connection point and power for the Lynx Integrator. Provide a 42 inch wall mounted security camera system HDMI monitor in Reception for observation of cameras (except camera located in Telephone/Data Room). Monitors shall be installed on an articulated arm with vertical and horizontal adjustment.

-End Security Surveillance Camera TV System Section-