

**INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L100, hereinafter Lease Form). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on Offeror's submitted 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 Name** \_\_\_\_\_ [INSERT LESSOR'S FULL LEGAL NAME EXACTLY AS PROVIDED BY LESSOR AND REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM).]

(Lessor), whose principal place of business is

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**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 and continuing for a period of

**20 Years, 15 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, Network Contracting Office-20  
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.

DRAFT

<b>SECTION 1</b>	<b>THE PREMISES, RENT, AND OTHER TERMS</b>	<b>1</b>
1.1	THE PREMISES (OCT 2016)	1
1.2	EXPRESS APPURTENANT RIGHTS (SEP 2013)	1
1.3	RENT AND OTHER CONSIDERATION (OCT 2016)	1
1.4	BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)	2
1.5	TERMINATION RIGHTS (OCT 2016)	3
1.6	RENEWAL RIGHTS (OCT 2016)	3
1.7	DOCUMENTS INCORPORATED IN THE LEASE (OCT 2016)	3
1.8	TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)	3
1.9	TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)	4
1.10	BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)	4
1.11	BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)	4
1.12	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)	5
1.13	REAL ESTATE TAX BASE (SEP 2013)	5
1.14	OPERATING COST BASE (OCT 2016)	5
1.15	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)	5
1.16	HOURLY OVERTIME HVAC RATES (OCT 2016)	5
1.17	24-HOUR HVAC REQUIREMENT (OCT 2016)	5
1.18	BUILDING IMPROVEMENTS (MAR 2016)	5
1.19	HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)	5
<b>SECTION 2</b>	<b>GENERAL TERMS, CONDITIONS, AND STANDARDS</b>	<b>7</b>
2.1	DEFINITIONS AND GENERAL TERMS (OCT 2016)	7
2.2	AUTHORIZED REPRESENTATIVES (OCT 2016)	8
2.3	ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2016)	8
2.4	WAIVER OF RESTORATION (OCT 2016)	8
2.5	PAYMENT OF BROKER (JUL 2011)	8
2.6	CHANGE OF OWNERSHIP (OCT 2016)	8
2.7	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	9
2.8	ADJUSTMENT FOR VACANT PREMISES (OCT 2016)	10
2.9	OPERATING COSTS ADJUSTMENT (JUN 2012)	10
2.10	ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)	11
2.11	RELOCATION ASSISTANCE ACT (APR 2011)	11
<b>SECTION 3</b>	<b>CONSTRUCTION STANDARDS AND SHELL COMPONENTS</b>	<b>12</b>
3.1	LABOR STANDARDS (OCT 2016)	12
3.2	WORK PERFORMANCE (JUN 2012)	12
3.3	ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (OCT 2016)	12
3.4	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)	12
3.5	CONSTRUCTION WASTE MANAGEMENT (SEP 2015)	13
3.6	WOOD PRODUCTS (OCT 2016)	13
3.7	ADHESIVES AND SEALANTS (OCT 2016)	13
3.8	BUILDING SHELL REQUIREMENTS (OCT 2016)	14
3.9	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)	14
3.10	QUALITY AND APPEARANCE OF BUILDING (JUN 2012)	14
3.11	VESTIBULES (APR 2011)	14
3.12	MEANS OF EGRESS (MAY 2015)	14
3.13	AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)	15
3.14	FIRE ALARM SYSTEM (SEP 2013)	15
3.15	ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)	15
3.16	ELEVATORS (OCT 2016)	16
3.17	BUILDING DIRECTORY (APR 2011)	17
3.18	FLAGPOLE (SEP 2013)	17
3.19	DEMOLITION (JUN 2012)	17
3.20	ACCESSIBILITY (FEB 2007)	17
3.21	CEILING (APR 2015)	17
3.22	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)	17
3.23	DOORS: IDENTIFICATION (APR 2011)	18
3.24	WINDOWS (APR 2011)	18
3.25	PARTITIONS: GENERAL (APR 2015)	18
3.26	PARTITIONS: PERMANENT (APR 2015)	18
3.27	INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)	18
3.28	WALL FINISHES – SHELL (SEP 2015)	18
3.29	PAINTING – SHELL (JUN 2012)	18
3.30	FLOORS AND FLOOR LOAD (APR 2015)	18
3.31	FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)	19
3.32	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	19
3.33	BUILDING SYSTEMS (APR 2011)	19
3.34	ELECTRICAL (JUN 2012)	19

3.35	ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)	19
3.36	PLUMBING (JUN 2012)	19
3.37	DRINKING FOUNTAINS (OCT 2016)	19
3.38	RESTROOMS (OCT 2016)	19
3.39	PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)	20
3.40	JANITOR CLOSETS (SEP 2015)	20
3.41	HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)	20
3.42	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)	21
3.43	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)	21
3.44	LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)	21
3.45	ACOUSTICAL REQUIREMENTS (JUN 2012)	22
3.46	SECURITY FOR NEW CONSTRUCTION (NOV 2005)	23
3.47	SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012)	23
3.48	FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)	23
3.49	GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016)	23
3.50	GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)	23
3.51	INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2016)	24
3.52	SYSTEMS COMMISSIONING (APR 2011)	25
3.53	DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)	25
3.54	NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)	25
3.55	DESIGN EXCELLENCE – LEASE (OCT 2016)	25
<b>SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES</b>		<b>27</b>
4.1	SCHEDULE FOR COMPLETION OF SPACE (OCT 2016)	27
4.2	CONSTRUCTION DOCUMENTS (SEP 2012)	28
4.3	TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2016)	28
4.4	BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)	29
4.5	GREEN LEASE SUBMITTALS (OCT 2016)	29
4.6	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)	30
4.7	PROGRESS REPORTS (JUN 2012)	30
4.8	CONSTRUCTION INSPECTIONS (SEP 2015)	30
4.9	ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)	30
4.10	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)	30
4.11	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)	30
4.12	AS-BUILT DRAWINGS (JUN 2012)	31
4.13	LIQUIDATED DAMAGES (JUN 2012)	31
4.14	SEISMIC RETROFIT (SEP 2013)	31
4.15	LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)	31
<b>SECTION 5 TENANT IMPROVEMENT COMPONENTS</b>		<b>32</b>
5.1	TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)	32
5.2	TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)	32
5.3	FINISH SELECTIONS (SEP 2015)	32
5.4	WINDOW COVERINGS (JUN 2012)	32
5.5	DOORS: SUITE ENTRY (SEP 2013)	32
5.6	DOORS: INTERIOR (SEP 2013)	32
5.7	DOORS: HARDWARE (SEP 2013)	33
5.8	DOORS: IDENTIFICATION (JUN 2012)	33
5.9	PARTITIONS: SUBDIVIDING (SEP 2015)	33
5.10	WALL FINISHES (JUN 2012)	33
5.11	PAINTING – TI (SEP 2013)	33
5.12	FLOOR COVERINGS AND PERIMETERS (APR 2015)	34
5.13	HEATING AND AIR CONDITIONING (JUN 2012)	34
5.14	ELECTRICAL: DISTRIBUTION (SEP 2015)	34
5.15	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)	35
5.16	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	35
5.17	DATA DISTRIBUTION (JUN 2012)	35
5.18	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)	35
5.19	LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)	35
5.20	AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)	36
<b>SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM</b>		<b>37</b>
6.1	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)	37
6.2	UTILITIES (APR 2011)	37
6.3	UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)	37
6.4	UTILITY CONSUMPTION REPORTING (OCT 2016)	37
6.5	HEATING AND AIR CONDITIONING (OCT 2016)	37
6.6	OVERTIME HVAC USAGE (JUN 2012)	38
6.7	JANITORIAL SERVICES (JUN 2012)	38

6.8	SELECTION OF CLEANING PRODUCTS (OCT 2016).....	38
6.9	SELECTION OF PAPER PRODUCTS (APR 2015).....	39
6.10	SNOW REMOVAL (APR 2011).....	39
6.11	MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013).....	39
6.12	MAINTENANCE OF PROVIDED FINISHES (OCT 2016).....	39
6.13	ASBESTOS ABATEMENT (APR 2011).....	39
6.14	ONSITE LESSOR MANAGEMENT (APR 2011).....	39
6.15	IDENTITY VERIFICATION OF PERSONNEL (OCT 2016).....	40
6.16	SCHEDULE OF PERIODIC SERVICES (JUN 2012).....	40
6.17	LANDSCAPING (OCT 2016).....	40
6.18	LANDSCAPE MAINTENANCE (APR 2011).....	41
6.19	RECYCLING (JUN 2012).....	41
6.20	RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013).....	41
6.21	SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013) ...	41
6.22	INDOOR AIR QUALITY (OCT 2016).....	42
6.23	RADON IN AIR (OCT 2016).....	43
6.24	RADON IN WATER (JUN 2012).....	43
6.25	HAZARDOUS MATERIALS (SEP 2013).....	44
6.26	MOLD (OCT 2016).....	44
6.27	OCCUPANT EMERGENCY PLANS (SEP 2013).....	44
6.28	FLAG DISPLAY (OCT 2016).....	44
<b>SECTION 7 ADDITIONAL TERMS AND CONDITIONS.....</b>		<b>45</b>
7.1	SECURITY REQUIREMENTS (OCT 2016).....	45
7.2	MODIFIED LEASE PARAGRAPHS (OCT 2016).....	45

DRAFT

---

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

---

### 1.1 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: **XX** rentable square feet (RSF), yielding **XX** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **XX** floor(s) and known as Suite(s) **XX**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

A. Office and Related Space: **XX** rentable square feet (RSF), yielding **XX** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space and an additional **XX** RSF, yielding **XX** ABOA SF of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total **XX** RSF/**XX** ABOA SF indicated above, for a total of **XX** RSF (yielding **XX** ABOA SF), located on the **XX** floor(s) and known as Suite(s) **XX**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **XX**. All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **XX** percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

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

### 1.2 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: **XX** parking spaces as depicted on the plan attached hereto as Exhibit **A-1**, reserved for the exclusive use of the Government, of which **XX** shall be structured/inside parking spaces, and **XX** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

The Lessor shall provide one (1) surface/outside parking space for every 200 Rental Square Foot (RSF), or approximately 72 parking spaces (with a minimum stall width of 9'-0"), reserved for the exclusive use of the Government. 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. **Passenger vehicles shall not be parked or permitted to travel closer than 25 feet [7.2 m] to a Life-Safety-Protected VA facility.**

Parking and access for patients, visitors, and the persons transporting them to and from the VA facility shall be as convenient as possible to the main entrance, subject to the requirements above. Parking and facility access shall comply with accessibility requirements. Employee parking areas shall be monitored by SSTV.

Provide seven (7) parking spaces for physically disabled people (handicapped) based on 10% of total provided spaces of which two (2) are van accessible spaces based on every 6 or fraction of 6 of provided accessible parking spaces. Accessible spaces shall be 8'-0"x 20'-0" w/5'-0" access aisle on both sides. Accessible van spaces shall be 8'-0"x 20'-0" w/8'-0" access aisle.

Provide two (2) parking spaces for motorcycle parking, using a ratio of one parking space for every 60 auto spaces. Motorcycle parking spaces shall be 4.5 feet [1.37 m] wide x 8 feet [2.44 m] long.

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.

**1.3 RENT AND OTHER CONSIDERATION (OCT 2016)**

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

	<b>FIRM TERM</b>	<b>NON FIRM TERM</b>
	<b>ANNUAL RENT</b>	<b>ANNUAL RENT</b>
SHELL Rent <sup>1</sup>	\$XXX,XXX.XX	\$XXX,XXX.XX
OPERATING COSTS <sup>2</sup>	\$ XXX,XXX.XX	\$ XXX,XXX.XX
Parking <sup>3</sup> s	\$ XXX,XXX.XX	\$ XXX,XXX.XX
<b>TOTAL ANNUAL RENT</b>	<b>\$XXX,XXX.XX</b>	<b>\$XXX,XXX.XX</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$XX per RSF multiplied by the RSF stated under Paragraph 1.01 (Non Firm Term) \$XX per RSF multiplied by the RSF stated under Paragraph 1.01

<sup>2</sup>Operating Costs rent calculation: \$XX per RSF multiplied by the RSF stated under Paragraph 1.01

<sup>3</sup>Parking costs described under sub-paragraph H below

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

C. 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.

D. 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.

E. 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 herein 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.

F. Parking shall be provided at a rate of \$XX per parking space per month (structured/inside), and \$XX per parking space per month (surface/outside).

G. 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.

~~**1.4 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016) – INTENTIONALLY DELETED**~~

**1.5 TERMINATION RIGHTS (OCT 2016)**

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than **90 calendar** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

~~**1.6 RENEWAL RIGHTS (OCT 2016) – INTENTIONALLY DELETED**~~

**1.7 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2016)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		A
PARKING PLAN(S)		A-1
AGENCY REQUIREMENTS		B
TENANT IMPROVEMENTS UNIT PRICE LIST		C
SECURITY REQUIREMENTS		D
SECURITY UNIT PRICE LIST		E
GSA FORM 3517B GENERAL CLAUSES		F
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)		G
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT		H
SMALL BUSINESS SUBCONTRACTING PLAN		I
DOL Wage Determination		J
REVISION(S) TO LEASE ISSUED UNDER RLP AMENDMENT NUMBER(S) X		K

**1.8 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016) INTENTIONALLY DELETED**

**1.9 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 ABOA SF OR % OF TI CONSTRUCTION COSTS)	\$XX OR XX%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	XX%

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

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

**1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)**

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 RSF by the total Building space of XX RSF. The tax parcel number is XX.

**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 (OCT 2016)**

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 RSF.

**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 ABOA SF of Space vacated by the Government.

**1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)**

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

- \$X.XX per hour per zone
- No. of zones: X
- \$ X.XX per hour for the entire Space.

B. There is no overtime charge during the following weekend hours:

Saturday: X AM through X PM

Sunday: X AM through X PM.

**1.17 24-HOUR HVAC REQUIREMENT (OCT 2016)**

**1.18 BUILDING IMPROVEMENTS (MAR 2016)**

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

---

### 2.1 DEFINITIONS AND GENERAL TERMS (OCT 2016)

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. ABAAS: Accessibility standards under the Architectural Barriers Act (ABA) of 1968.
- B. ANSI/BOMA Office Area (ABOA) – American National Standards Institute/Building Owners and Managers Association International. Standard for measuring space recognized and documented in ANSI/BOMA international Standard definition for Office Area also known as ABOA. It is the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed. ABOA is computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the inside face of the dominant portion of building exterior walls, and the center of tenant separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ABOA square footage is computed as if the deviation were not present.
- C. 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.
- D. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF- 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/ BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. 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.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror ( date on which the parties' obligations under the Lease begin).
- N. 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.
- O. Property. 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.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises:  $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$ .
- Q. 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.
- R. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

## 2.2 AUTHORIZED REPRESENTATIVES (OCT 2016)

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.

## 2.3 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2016)

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 a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, 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.

## 2.4 WAIVER OF RESTORATION (OCT 2016)

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.

## 2.5 PAYMENT OF BROKER (JUL 2011)

## 2.6 CHANGE OF OWNERSHIP (OCT 2016)

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 be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence 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. .

**2.7 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.

## **2.8 ADJUSTMENT FOR VACANT PREMISES (OCT 2016)**

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 using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

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

## **2.9 OPERATING COSTS ADJUSTMENT (JUN 2012)**

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

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

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

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

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

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

B. Within **14 calendar** days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

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

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

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

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

**2.11 RELOCATION ASSISTANCE ACT (APR 2011)**

---

## SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

---

### 3.1 LABOR STANDARDS (OCT 2016)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at <HTTPS://WWW.ACQUISITION.GOV/?Q=BROWSEFAR>.

- 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation 52.222-5 Construction Wage Rate Requirements - Secondary Site of the Work 52.222-6 Construction Wage Rate Requirements
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination—Debarment
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

### 3.2 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.

### 3.3 ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (OCT 2016)

A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease (e.g., Plumbing Fixtures: Water Conservation).

B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting one of the below environmentally preferable criteria when such products are available. The Lessor can consult the Green Procurement Compilation at <WWW.SFTOOL.GOV/GREENPROCUREMENT> to determine whether any of these criteria are applicable for a product category.

1. BioPreferred (biobased) products
2. Energy Star products
3. EPA Comprehensive Procurement Guideline designated (recycled content) products
4. EPA Safer Choice labeled products
5. FEMP-designated energy efficient products
6. SNAP (Significant New Alternative Policy) substances
7. WaterSense or other water efficient products

C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:

1. Product cannot be acquired competitively within a reasonable performance schedule.
2. Product cannot be acquired that meets reasonable performance requirements.
3. Product cannot be acquired at a reasonable price.
4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

### 3.4 ~~EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012) INTENTIONALLY DELETED~~

### 3.5 CONSTRUCTION WASTE MANAGEMENT (SEP 2015)

A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease. The Lessor shall provide Construction Waste Management in accordance with VHA Directive 7707, Green Environmental Management System (GEMS), and VA Master Construction Specification, Section 01 74 19, Construction Waste Management.

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.

### 3.6 WOOD PRODUCTS (OCT 2016)

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 Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.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 [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or [HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML](https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html).

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

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

### 3.7 ADHESIVES AND SEALANTS (OCT 2016)

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 meet the South Coast Air Quality Management District standards for VOC limits for applicable product types [[HTTP://WWW.AQMD.GOV/HOME/REGULATIONS/COMPLIANCE/VOCS/RULES](http://www.aqmd.gov/home/regulations/compliance/vocs/rules)] as well as the requirements of the manufacturer of the products adhered to 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.

### 3.8 BUILDING SHELL REQUIREMENTS (OCT 2016)

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

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

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

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

A. The Lessor shall be responsible for producing a complete set of drawings, design narratives, analysis, calculations, sample boards, and specifications in accordance with professional standard practices and VA criteria. The Lessor shall provide 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. (See Exhibit B for further design requirements).

B. Drawings and related data shall be prepared in accordance with the National CAD Standard (NCS) published by the National Institute of Building Sciences (NIBS) as amended by the VHA *National CAD Standard Application Guide* with regard to conventions in layer names, drawing organization, and plotting. Each A/E discipline shall receive a copy of VHA National CAD Standard Application Guide. The Lessor and Lessor's A/E are responsible for obtaining the NCS ([HTTP://WWW.CFM.VA.GOV/TIL/PROJREQ.ASP#CAD](http://www.cfm.va.gov/til/projreq.asp#cad)).

C. The Lessor's A/E shall develop and execute a Quality Assurance/Quality Control (QA/QC) program; and shall demonstrate that the project plans and specifications have gone through a rigorous review and coordination effort with each required submittal. The Lessor's A/E shall conduct coordination meetings between A/E technical disciplines before submitting material for each VA review and provide minutes of the meetings to VA. At a minimum, the Lessor's A/E team shall utilize the VA Design Review Checklists, and follow VA Design Submission Instructions (PG-18-15, Volume C for Minor and NRM Projects; as well as Volume F Seismic Upgrade Projects found at [HTTP://WWW.CFM.VA.GOV/TIL/AEDESSUBREQ.ASP](http://www.cfm.va.gov/til/aeDESSUBREQ.ASP)).

D. The Lessor shall be responsible for paying for three independent technical and life safety reviews at the Second Design Development submittal, at the 75% Construction Document submission, and independent back check of the Final (100%) Construction Documents. The reviews shall encompass all disciplines. The reviews shall be accomplished by independent professional entities selected by VA that are registered in the appropriate fields of expertise. NOTE: The Lessor shall allow approximately 15 working days for review and comment by the Government at each review stage.

E. The independent reviews are limited to checking for general compliance with VA requirements. The independent reviews shall not waive the Lessor's QA/QC program, nor the code review by the Authority Having Jurisdiction (AHJ). The Lessor shall have the responsibility of ensuring that the documents go through the review and permitting process of the local AHJ. If the independent technical review conflicts with the review by the AHJ, the more stringent requirement shall apply. If there is any question as to which requirement shall apply, the Lessor shall request a determination from the Leasing Contracting Officer.

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

G. 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.

H. 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.

I. 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.

### **3.10 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)**

A. The Building in which the Premises are located shall be designed, built and maintained in a new or modern building façade of stone, brick, aluminum curtain wall, and other permanent materials continually maintained in a like-new condition in accordance with the Lease requirements. The exterior building materials shall be subject to technical and aesthetic review and approval of the LCO. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

B. The space offered shall be of shape and dimensions that will accommodate the space program and interior functional requirements of VA Outpatient Clinic. Consideration will be given to the number and size of floors, column placement, shape of footprint, circulation systems, and placement of mechanical, plumbing, and electrical service spaces. The LCO will reject buildings that are unsuitable in configuration for VA clinic space.

### **3.11 VESTIBULES (APR 2011)**

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. Provide a dedicated terminal heating unit to heat the vestibule. Ventilate vestibule by maintaining a positive air balance, i.e., supplying air without taking return air back.

B. The Lessor shall provide permanent entryway systems (such as grilles or walk-off grates requiring a floor slab depression pursuant to VA Standards of Construction, TIL – Design and Construction Procedures PG18-3, Topic 6) to control dirt and particulates from entering the Building at all primary exterior entryways.

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

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

### **3.12 MEANS OF EGRESS (MAY 2015)**

A. All exits, stairs, corridors, aisles, and passageways that may be used by the Government shall comply with the latest edition of NFPA 101 Life Safety Code, and locally adopted codes and standards for the occupancy classification. Should a conflict exist with the between NFPA 101 requirements and locally adopted codes and standards, the more stringent requirement shall apply. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. Accessible routes serving any accessible space or element shall also serve as a means of egress for emergencies or connect to an accessible place of refuge. Such accessible routes and places of refuge shall comply with the requirements of the administrative authority having jurisdiction. Where fire code provisions require more than one means of egress from any space or room, then more than one accessible means of egress shall also be provided for handicapped people. Arrange egress so as to be readily accessible from all accessible rooms and spaces.

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

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

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

F. 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.

### **3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)**

A. Automatic Fire Sprinkler systems shall be installed in the outpatient clinic building, and any accessory buildings. Installation shall comply with the latest edition of NFPA 101 Life Safety Code, and NFPA 13, Standard for the Installation of Fire Sprinkler Systems at time of award. A minimum safety factor of 10% shall be provided in the hydraulic calculations. Pipe schedule systems may be used for extension of existing pipe schedule systems where water supply is adequate. Sprinkler systems shall be designed based on available water supply without a fire pump operating, where possible.

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

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

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

### 3.14 FIRE ALARM SYSTEM (SEP 2013)

- A. Fire Alarm Systems shall be provided in accordance with the latest edition of the VA Fire Protection Design Manual, and latest edition of NFPA 101, Life Safety Code. The Lessors A/E to refer to VHA Fire Design Manual for further requirements found at [HTTP://WWW.CFM.VA.GOV/TIL/DMANUAL/DMFIRE.PDF](http://www.cfm.va.gov/til/dmanual/dmfire.pdf) (Refer to Exhibit B for further requirements).
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation. The new fire alarm system shall be analog addressable. Fire alarm systems shall not be combined with other systems such as building automation, energy management, security, etc. For new installations, locate the fire alarm control panel at the main entrance or at a 24-hour constantly attended location.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date). The lessor shall provide inspection, testing, maintenance, and repair records to the LCO, and VA designated COR on an annual basis.
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

### 3.15 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

#### A. Energy-related Requirements:

- 1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
- 2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

- a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
- b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and  
(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
  - I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
  - II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
  - III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

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

- 3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.
- 4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

#### B. Hydrology-related Requirements:

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

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

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

### 3.16 ELEVATORS (OCT 2016)

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions. Elevator Systems shall comply with the latest edition of VA Elevator Design Manual, [HTTP://WWW.CFM.VA.GOV/TIL/DMANUAL/DMELEV.PDF](http://www.cfm.va.gov/til/dmanual/dmelev.pdf).

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

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

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

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

### 3.17 BUILDING DIRECTORY (APR 2011)

The Lessor shall provide Directories in lobbies and at elevator landings in accordance with the latest edition of VA Signage Design Guide, Chapter 10, "You Are Here" Maps and Directory's. [HTTP://WWW.CFM.VA.GOV/TIL/SIGNS/SIGNAGE10-YOUREHERE.PDF](http://www.cfm.va.gov/til/signs/signage10-youarehere.pdf). Directories serve and assist people in finding or confirming the location of services within a building or in other buildings. Directories, because of their capability to handle a large number of service listings, can include all of the departments or services within the facility. A tamper-proof Directory with lock shall be provided in the Building lobby listing the Government agency. Directories must be acceptable to the LCO.

### 3.18 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The Lessor shall provide a flagpole at a location to be approved by the Contracting Officer. Flagpole must extend at least 30 feet above the ground and shall be equipped with rope and hardware for two flags. The Government will provide the flag of the United States of America, and the flag for Soldiers Missing in Action (MIA). This requirement will be waived if determined inappropriate by the Government. 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.

Average maintained illumination: Flag: 100 lx (10FC); Color Temperature (CCT) LED 4000 degrees; and Color Rendering Index (CRI) minimum 85. Lighting should highlight flag uniformly. Lighting should highlight flag uniformly. Consider horizontal and vertical illumination. Glare and direct light source view should be minimized by luminaire placement and aiming. Color rendering and temperature should be evaluated with the flags being illuminated.

### 3.19 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 to include all construction waste hauling and recycling fees. See Section 3.06 Construction Waste Management above for recycling requirements.

### 3.20 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), and VA Program Guid PG-18-13, Barrier Free Guide. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply. Accessible sidewalks and routes shall be minimum 5'0" in width for the passage of two wheelchairs with accessible ramps and cross walks. **Offerors are cautioned that compliance with ADA does not assure compliance with PG-18-13 found at [HTTP://WWW.CFM.VA.GOV/TIL/DGUIDE/BARRFREE.DOC](http://www.cfm.va.gov/til/dguide/barrfree.doc).**

The offered Building should be on a public bus transportation route and located no further than 440 feet from a public bus transportation stop. The VA prefers CBOC sites, including sidewalks and parking lots that are level with the main building entrance for patient access. Accessible routes and building entrances shall be ADA accessible with automatic door operators and door operator buttons.

### 3.21 CEILINGS (APR 2015)

- A. A complete seismically designed and constructed acoustical ceiling system complying with ASTM E580 / E580M, Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions, and VA Master Construction Specifications (which includes heavy-duty grid and acoustical lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with Tis.
- B. 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 Exam rooms, Special Procedure rooms, Labs, and other locations scheduled in VA Program Guide PG-18-14 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). Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.
- D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:
1. Restrooms. Plastered or spackled and taped gypsum board.
  2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain a minimum of 30% recycled content.
  3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.
- E. For ceiling installations in new lease construction projects, tiles or panels (for restrooms, offices, conference rooms, corridors, and eating/gallery areas) must comply with the following environmental standards: a) California Section 01350 standard for low-VOC materials; b) recyclable in a closed loop process; c) USDA Certified Biopreferred; and d) Environmental Product Declaration (EPD) available.

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

- A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. Exterior doors shall be provided in accordance with the latest edition of the VA Physical Security and Resiliency Requirements for Life-Safety-Protected Facilities (to include Appendix A, and Appendix B); VA PG-18-14, Room Finishes, Door, and Hardware Schedules; and VA Handbook 0730/4 Security and Law Enforcement. This does not include suite entry or interior doors specific to Tis. (See Exhibit B for further requirements).
- B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.
- C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have either ADA automatic door operators, or automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry, or automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

### 3.23 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor. Special door identification for handicapped accessibility and hazard warning signs shall be installed at all necessary interior room doors. The forms and locations of door identification must comply with VA Signage Design Guide. Doors leading into hazardous areas that might prove dangerous to a blind person shall be made quickly identifiable to the touch by knurling, roughening, or applying an abrasive coating to the surface of the knob, door handle, pull, or other hardware. Tactile warning indicators shall not be provided for emergency exit doors.

### 3.24 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO. In order to meet energy-conservation requirements the Lessor shall provide double glazed windows, and provide a continuous thermal break between inner and outer sash; also between inner and outer frame components including window sills.

B. All windows shall be weather and water tight. The VA refrains from utilizing operable windows since they are more costly than fixed windows and subject to drafts, leaks, and maintenance problems. Where operable windows are justified they shall be equipped with locks and insect screens. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device and security screens in accordance with the latest edition of VA Handbook 0730/4, Security and Law Enforcement. Windows accessible from fire escapes must be readily operable from the inside of the Building.

C. Window heads shall be provided and include a wood plate, board, or trim piece above the head designed to accommodate the attachment of the window treatments.

### 3.25 PARTITIONS: GENERAL (APR 2015)

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed (5/8 in.) Type X gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs. (See Exhibit B for further requirements).

### 3.26 PARTITIONS: PERMANENT (APR 2015)

Permanent partitions in seismic areas shall incorporate a deflection head, and shall extend from the structural floor slab to the structural ceiling slab. General interior partition framing shall be provided in accordance with VA Master Construction Specification, Section 09 74 19, Non-Structural Metal Framing. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

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

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

### 3.28 WALL FINISHES – SHELL (SEP 2015)

A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile or recycled glass wainscot from the finished floor to a minimum height of 4'-6" and 2) semi-gloss paint on remaining wall areas, or other finish approved by the Government.

B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

### 3.29 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. All Painting shall be in accordance with VA Master Specification 09 10 00, Painting.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

### 3.30 FLOORS AND FLOOR LOAD (APR 2015)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

C. For new lease construction projects, concrete material must have recycled content in the form of at least 25% fly ash or at least 15% ground granulated blast-furnace (GGBF) slag.

### 3.31 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

### 3.32 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

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

### 3.33 BUILDING SYSTEMS (APR 2011)

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

### 3.34 ELECTRICAL (JUN 2012)

A. The Lessor shall provide Electrical Systems complying with the latest edition of VA Electrical Design Manual, [HTTP://WWW.CFM.VA.GOV/TIL/DMANUAL/DMELEC.PDF](http://www.cfm.va.gov/til/dmanual/dmelec.pdf). The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

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

### 3.35 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)

If the Government pays separately for electricity, no more than 500 SF of office Space may be controlled by one switch or automatic light control for all office Space on the Government meter, whether through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the LCO.

### 3.36 PLUMBING (JUN 2012)

The Lessor shall provide Plumbing systems complying with the latest edition of VA Plumbing Design Manual, and shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent (See Exhibit B for further requirements).

### 3.37 DRINKING FOUNTAINS (OCT 2016)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two electric drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. Provide electric water fountains in the main lobby, each major waiting area, and in other areas as designated by the LCO. The Lessor shall provide greater quantity of water coolers if required by code. Water coolers shall be wall mounted bi-level electric water coolers and comply with Section F211 of the Architectural Barriers Act Accessibility Standard

**3.38 RESTROOMS (OCT 2016)**

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

B. All public and common use toilet rooms shall be accessible to the handicapped, and designed and constructed in strict accordance with the Architectural Barriers Act Accessibility Standard, and VA Barrier Free Standards. Accessible toilet facilities shall be located along an accessible path of travel and have accessible fixtures, accessories, doors with automatic door openers, and adequate maneuvering clearances. Accessible toilet rooms shall be identified with the international symbol of accessibility. Water closets and urinals shall not be visible when the exterior room door is open.

C. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities must be located so that employees will not be required to travel more than 150 feet on one floor to reach the toilets.

D. Each toilet room shall have sufficient water closets enclosed with stall partitions and doors for urinals (in men's rooms), and lavatories with hot (set at 105 F [41 °C], if practical) and cold water in the number required by local Building Code and ordinances.

E. The Lessor shall provide Flush, wall-mounted baby changing stations in Men's and Women's Public Restrooms.

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

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

G. Each main restroom shall contain the following:

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

**3.39 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)**

The Lessor shall provide EPA Water Sense fixtures 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. Information on EPA Water Sense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/)):

The specifications listed under sub-paragraphs A through C apply for:

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or
3. Existing non-conforming fixtures where the Government occupies the full floor.

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

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

C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

### 3.40 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide cleaning supply storage cabinets, shelving, wall mounted accessories, hot and cold water, commercial faucet, hose bib, chemical concentrate mixer, floor sink, and 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.

### 3.41 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)

A. The Lessor shall provide HVAC systems complying with the latest edition of the Department of Veterans Affairs HVAC Design Manual for New, Replacement, Addition, and Renovation of Existing VA Facilities. The Lessor shall provide All-Air HVAC systems to meet VA space ventilation criteria for spaces requiring minimum fixed air changes per hour; individual space temperature control; Constant Volume (CV), or Variable Volume (VAV); 100% exhaust to outdoors; or Positive (+) or Negative (-) pressure relationship with adjoining spaces.

B. HVAC systems shall be designed, installed, and fully operational; including, as appropriate, with main and branch lines, VAV boxes, volume dampers, flex ducts, metal transition fittings, supply air diffusers with adjustable 4-way blow patterns, and return air and exhaust ductwork, and grilles for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease (See Exhibit B for further requirements).

C. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled. Corridors shall also be Independently controlled and constant volume.

D. Equipment Performance. Electronic Direct Digital Control (DDC) for 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.

E. 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. Ductwork failing cleaning or testing shall be replaced by the Lessor at no additional cost to the government.

F. 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.

G. 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. Each air handler shall have two Pre-filters PF-1 shall have a Minimum Efficiency Reporting Value (MERV) efficiency of 8, and PF-2 shall have a Minimum Efficiency Reporting Value (MERV) efficiency of 11. Final filters shall have a MERV efficiency of 14.

H. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour, and under double negative (- -) pressure in relationship to adjacent spaces and connecting corridors.

I. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:

1. An automatic air or water economizer cycle shall be provided to all air handling equipment, and
2. The Building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

### 3.42 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

A. The Lessor shall provide a Telecommunications Equipment Room (TER), and provide Telecommunications cable pathways, fiber optic and copper wiring and cables, and infrastructure that make up the Telecommunications Infrastructure Plant (TIP) for telephone, data, and special systems complying with VA Telecommunications Design Criteria.

B. The TER Space shall be sized and provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications equipment rooms located on all floors shall be vertically-stacked. The following is a list of minimal environmental, power, and space requirements that apply to all telephone, data, and special system rooms and spaces (hereinafter 'rooms' in this article) that contain electronic equipment. The list is not all inclusive and additional information or requirements may be found in the latest edition of VA Telecommunications and Special Communications Systems Design Manual [HTTP://WWW.CFM.VA.GOV/TIL/DMANUAL/DMTELECOMM.PDF](http://www.cfm.va.gov/til/dmanual/dmtelecomm.pdf).

1. Rooms shall be rectangular in shape and free of obstructions, such as columns and braces, if possible. If columns or braces are present, they shall not impede the installation or operation of individual system equipment and access to each equipment cabinet's front, side, or rear. The floor area occupied by the column shall not be counted as a part of the room's minimum useable square foot requirements.
2. Rooms shall be located above the Base Flood Elevation. Rooms shall not be located beneath toilets, showers, laboratories, kitchens, sinks, open courtyards, planters, roof drain leaders, or other areas where water service is provided. Active telephone, data, and special systems equipment is not allowed to be installed in elevator penthouses or mechanical rooms; dedicated rooms are required.
3. Rooms shall be designed to allow maintenance equipment access, and to facilitate equipment replacement without significant demolition and reconstruction. Rooms shall not be located in patient care areas.

4. Any pipe or duct system foreign to the telecommunications installation shall not enter or pass through a room. The A/E shall ensure that foreign piping such as water pipes, steam pipes, medical gas pipes, soil pipes, sanitary drains, storm drains, A/C ducts, and other unrelated systems utilized for or containing liquids, or gases are not installed or pass through rooms. Sprinkler piping serving only telecommunications spaces shall not be considered foreign to the telecommunications installation, and shall not pass through the space to serve other areas.
5. Rooms shall be located away from or protected from sources of EMI at a distance which will reduce the interference to less than 3.0V/M through the frequency spectrum. Pay special attention to EMI from electrical power supplies, transformers, motors, generators, x-ray equipment, radio transmitters, and induction heating devices.
6. Rooms shall be located to minimize effects of lightning strikes and sunlight radiant heating. Rooms shall not have windows. Rooms that are considered computer rooms should not be located on exterior walls.
7. Rooms shall have a controlled access door with card reader to control access to authorized personnel.
8. Finish flooring shall be anti-static plastic laminate or vinyl tile. The acceptable resistance range is from 0.5 megohm minimum to 20,000 megohm maximum. Floors, walls and ceilings shall be sealed to prevent dust, and all walls shall be painted a light color. Backboards shall be 3/4" fire-retardant plywood.
9. Design conditions shall be 75 F [24 °C] dry bulb temperature (cooling), 65 F [18 °C] dry bulb temperature (heating), with individual room temperature control.
10. Power for all rooms and equipment shall be connected to the appropriate branch of the Essential Electrical System. Equipment shall be backed by an uninterruptible power supply (UPS), except HVAC equipment. Provide 120V 20A and 30A capacity, and 220/208V 20/30A capability as required. Match receptacles types with equipment provided and installed by VA Office of Information and Technology (OI&T).
11. Telecommunications systems grounding and bonding will consist, at a minimum, of an equipotential grounding system (Telecommunications Bonding Backbone (TBB)) that originates from the Telecommunications Main Ground Bar (TMGB). The TMGB (typically located in the Telephone Equipment Room) is then connected to other telecommunications spaces (independently from other building grounding systems such as electrical or lightning protection) via the TBB. The TMGB is connected to the building electrical service ground point via a mechanically and electrically protected minimum #1/0 copper equipotential grounding conductor, and to building steel. The TBB helps ensure that all equipment in the telecommunications spaces is referenced at the same equipotential earth ground level, and reduces high frequency electrical noise resulting from high speed digital switching, RFI, and EMI. Cabinet, rack and fixed structures bonding conductor(s) shall be minimum #6 AWG- insulated stranded copper wire (or equal copper braid). All frames and cabinets shall be grounded in accordance with ANSI/TIA/EIA-607. The telecommunications grounding system will comply with ANSI/TIA/EIA-607 requirements and follow BICSI – Telecommunications Distribution Methods Manual (Latest Edition) guidelines.
12. Provide electronic security system that is connected to and fully functional with the PCR SMTS and a cipher lock with numeric keypad, associated electronic card access device, and electric strike. Each room security system shall be powered from either the building or a local UPS system. Each programmable door control shall be fully functional with the SMTS in a stand-alone status if its connection to the controller is cut. Once the connection is restored, the local door control system shall update the SMTS on all operations that occurred after the connection was interrupted, and the SMTS shall update the local door control units to current operational function.
13. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. (See Exhibit B for further requirements).

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

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

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

F. Telecommunications Outlets

1. Outlet boxes shall be the same minimum size as NEC standard quadruplex (or dual duplex) electrical outlet boxes.
2. Outlet boxes shall be equipped with full covered wall faceplates and two (2) each modular Category Six RJ-45 jacks and contain enough space for two (2) each additional modular Category Six RJ-45 jacks, one additional modular (1) stainless steel fiber-optic, and one (1) BNC (A/E note: an "F" type may be substituted "depending on system design) with analog coax cable jacks (for a total of six available modular jack positions). For cable installed in systems furniture route cables through raceways internal to the furniture frame to the outlet at each workstation. Conduit from outlet to above ceiling should be a minimum of one (1) inch.

G. Wires and Cables. The design of the raceway system in existing buildings shall incorporate the existing facility TIP raceway systems. All unused existing distribution wires, cables, and pathway equipment not incorporated in the new or replacement pathway system shall be removed. For new construction, the voice and data structured cabling system shall be Category 6/6E cable and Category 6/6E termination hardware. Additionally, the system should be installed by a structured cabling contractor certified by the manufacturer to install the system and capable of offering the manufacturer's system warranty. Such warranty should be a minimum of 20 years. Plenum/CMP-rated wire or cable shall be provided in all areas' air-handling plenum locations. Non-plenum/CM wire or cable may be provided in all other areas.

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

- A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.
- D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

**3.44 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016) NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.**

The Lessor shall design and provide Interior and Exterior Lighting Systems for the Safety and Security of the VA Leased space. The Lessor shall provide lighting complying with the latest edition of VA Lighting Design Manual [HTTP://WWW.CFM.VA.GOV/TIL/DMANUAL/DMLIGHTING.PDF](http://www.cfm.va.gov/til/dmanual/dmlighting.pdf), Lighting systems shall contribute to maintaining effective safety and security for patients, staff, visitors, and property. Lighting systems shall provide sufficient level of lighting for patient, staff, and visitors to effectively perform desired tasks such as driving, parking and walking, as well as wayfinding. The Lessor shall maximize daylight harvesting, where applicable.

- A. INTERIOR FIXTURES: T-5 Fluorescent or High efficiency Light Emitting Diode (LED) light luminaires (and associated occupancy sensors, dimmers, LED ballasts or drivers) shall be installed in heavy-duty, seismically upgraded, ceiling grid for an open-office plan. Provide multi-level switching controls for fluorescent luminaires, and/or dimming controls for LED luminaires. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Color temperature (CCT) shall be 3,500 degrees with a minimum Color Rendering Index (CRI) of 80 unless otherwise specified in VA Lighting Design Manual. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.
- B. INTERIOR FIXTURES: High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.
- C. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.
- D. LIGHTING LEVELS WITH TASK LIGHTING: Fixtures shall have a minimum of two tubes and shall provide 30 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1 for XX percent of the total Space, and 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1 for XX percent of the Space. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.
- E. POWER DENSITY:
  - Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.
  - New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.
- F. DAYLIGHTING CONTROLS: If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.
- G. OCCUPANCY/VACANCY SENSORS: The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.
- H. BUILDING PERIMETER:
  - 1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.
  - 2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

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

J. **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.

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

### **3.45 ACOUSTICAL REQUIREMENTS (JUN 2012)**

A. The Lessor's A/E shall obtain the services of a professional acoustical consultant to design the sound suppression measures required to develop an acoustic design that includes acoustical finishes (such as carpeting, and acoustical ceiling and wall panels), furniture systems, and sound masking technologies to produce a comfortable working environment in the rooms, and in adjacent spaces. Acoustic doors shall be solid core with side and top sweeps, and acoustical bottom seal.

B. The Lessor shall provide sound-resistant construction. Submit details of sound resistant construction with Second Design Development Submittal. Include test reports for designs or systems to be used. Construct partition, ceiling, and floor systems to provide necessary performance. Special attention shall be given to prevent possible flanking paths for noise transmission. Verification of noise transmission control shall be included in building commissioning.

C. Acoustical clouds shall be utilized over PACT Teamwork Zones per PACT Space Module Design Guide, <http://www.cfm.va.gov/til/dGuide/dgPACT.pdf>.

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

E. 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, clinical rooms, and conference rooms; NC 40 in corridors, lobbies, and restrooms.

F. 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:

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

### **3.46 SECURITY FOR NEW CONSTRUCTION (NOV 2005)**

The Lessor shall provide a written certification from a licensed professional engineer that the Building conforms to a minimum of:

A. Window glazing and façade protection level, with a performance condition as specified in this Lease, as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.

B. Setback distance, as specified in this Lease, from the face of the Building's exterior to the protected/defended perimeter (i.e., any potential point of explosion). This means the distance from the Building to the curb or other boundary protected by bollards, planters or other street furniture. Such potential points of explosion may be, but are not limited to, such areas that could be accessible by any motorized vehicle (i.e., street, alley, sidewalk, driveway, parking lot).

C. Lobbies, mailrooms, and loading docks shall not share a return-air system with the remaining areas of the Building. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC shall be required for mailrooms only when the Government specifically requires a centrally operated mailroom. On Buildings of more than four stories, air intakes shall be located on the fourth floor or higher. On Buildings of three stories or less, air intakes shall be located on the roof or as high as practical. Locating intakes high on a wall is preferred over a roof location.

### **3.47 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012)**

For leases requiring new construction, the space will not be considered substantially complete until the LCO receives the Seismic Form F, Certificate Of Seismic Compliance – New Building. This form must be completed by the structural engineer and certify that the building was designed and constructed in accordance with the appropriate local code. The Lessors Structural Engineer shall provide the earthquake-resistive design for all Non-structural components of the building. Non-structural design shall comply with ASCE-7 Chapter 13.

### 3.48 FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)

- A. The new Building shall be protected throughout by an automatic fire sprinkler system designed in accordance with the National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems* (current as of the Lease Award Date).
- B. When an electric fire pump is provided to support the design of the fire sprinkler system, a secondary power source shall be provided to the fire pump by a standby emergency generator or another means acceptable to the Government.
- C. The fire alarm system installed shall be an emergency voice/alarm communication system when any one of the following conditions exist:
1. The Building is 2 or more stories in height above the level of exit discharge.
  2. The total calculated occupant load of the Building is 300 or more occupants.
  3. The Building is subject to 100 or more occupants above or below the level of exit discharge.

The emergency voice/alarm communication system shall be designed and installed to meet the requirements of NFPA 72 (current as of the Lease Award Date).

### 3.49 GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016)

- A. The Lessor shall provide Sustainable Design for new buildings, upgrades to existing buildings, and VA TI's in accordance with the latest edition of VA Sustainable Design Manual. [HTTP://WWW.CFM.VA.GOV/TIL/SUSTAIN/DMSUSTAIN.PDF](http://www.cfm.va.gov/til/sustain/dmsustain.pdf).
- B. Within 12 months of occupancy, the Lessor shall obtain certification at the Silver level from the U.S. Green Building Council (USGBC) -- LEED®-NC program. For requirements to achieve the Silver certification, Lessor must refer to the latest version at the time of submittal of the LEED®-NC Reference Guide (at [HTTP://WWW.USGBC.ORG/](http://www.usgbc.org/)). At completion of all documentation and receipt of final certification, the Lessor must provide the Government two electronic copies on compact disks, flash drives, or appropriate electronic media of all documentation submitted to USGBC. Acceptable file format is Adobe PDF from the LEED-Online workspace and templates. In addition, the Lessor will provide the Government viewing access to the LEED-Online workspace during design and through the term of the Lease.
- C. Prior to the end of the first year of occupancy, if the Lessor fails to achieve LEED® Silver certification, the Government may assist the Lessor in implementing a corrective action program to achieve a LEED® Silver certification and deduct its costs (including administrative costs) from the rent.
- D. Within 12 months of occupancy, the Lessor shall obtain certification at the Two Green Globes level from the Green Building Initiative's (GBI) Green Globes® NC program. For requirements to achieve the Two Green Globes certification, Lessor must refer to the latest version at the time of submittal of the *Green Globes® NC Technical Reference Manual* (at [HTTP://WWW.THEGBI.ORG/](http://www.thegbi.org/)). At completion of all documentation and receipt of final certification, the Lessor must provide the Government two electronic copies on compact disks, flash drives, or appropriate electronic media of all documentation submitted to GBI. Acceptable file format is Adobe PDF from the Green Globes® online surveys. In addition, the Lessor will provide the Government viewing access to the Green Globes® online surveys, as applicable, during design and through the term of the Lease.
- E. Prior to the end of the first year of occupancy, if the Lessor fails to achieve a Two Green Globes® certification, the Government may assist the Lessor in implementing a corrective action program to achieve a Two Green Globes® certification and deduct its costs (including administrative costs) from the rent.

### 3.50 GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)

- A. The tenant Space must meet the requirements of LEED®-ID+C--Leadership in Energy and Environmental Design for Interior Design and Construction at the Certified level, at a minimum. The Lessor, at the Lessor's expense, shall obtain certification from the USGBC (for LEED®) within 9 months of occupancy. For requirements to achieve certification, Lessor must refer to latest version at the time of submittal of the LEED®-ID+C Reference Guide (at [HTTP://WWW.USGBC.ORG/](http://www.usgbc.org/)). At completion of all documentation and receipt of final certification, the Lessor must provide the Government two electronic copies on compact disks of all documentation submitted to the USGBC. Acceptable file format is Adobe PDF copied to disk from the LEED®-Online workspace. In addition, the Lessor will provide the Government viewing access to the LEED®-Online workspace as applicable during design and through the term of the Lease.
- B. Prior to the end of the first 9 months of occupancy, if the Lessor fails to achieve LEED® certification, the Government may assist the Lessor in implementing a corrective action program to achieve LEED® certification and deduct its costs (including administrative costs) from the rent.
- C. Any Building shell modifications necessary for the Space to meet the requirements of LEED®-ID+C certification, shall be noted and incorporated into the construction documents and shall be included as part of the Building shell costs. The Lessor must coordinate TI and shell requirements as necessary to meet the certification.

### 3.51 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2016)

- A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
  2. No permanent diffusers are used;
  3. No plenum type return air system is employed;
  4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
  5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
- G. Flush-Out Procedure:
1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.
  2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.
  3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

### 3.52 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall provide Commissioning in accordance with VA Whole Building Commissioning Process Manual [HTTP://WWW.CFM.VA.GOV/TIL/CX-RCX/CXMANUAL.PDF](http://www.cfm.va.gov/til/cx-rcx/cxmanual.pdf), and in accordance with VA Master Construction Specifications, Division 01, Sustainability Certification Requirements and General Commissioning Requirements. The Lessor shall incorporate all VA commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements.

The commissioning shall cover new buildings, upgrades to existing buildings, and work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls; domestic plumbing fixtures and hot water systems; lighting controls; Information Technology (IT) telecommunication systems; Public Address and Mass Notification System (PA); Nurse Call and Code Blue system; and miscellaneous medical systems. Commissioning includes Low-voltage Physical Security Systems such as Physical Access Control System (PACS), Intrusion Detection System (IDS), Security Surveillance Television (SSTV), Electronic Security Management System (EMS), Fire Detection and Alarm (FA), and Fire Sprinkler Systems(s).

### 3.53 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)

#### A. Environmental Due Diligence

Lessor is responsible for performing all necessary “response” actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all “recognized environmental conditions,” as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

#### B. National Environmental Policy Act (NEPA)

The Lessor shall follow the latest edition of VA Environmental Planning Guidance PG-18-17, National Environmental Policy Act (NEPA) Interim Guidance for Projects [HTTP://WWW.CFM.VA.GOV/TIL/ETC/NEPAGUIDANCE.PDF](http://www.cfm.va.gov/til/etc/NEPAGUIDANCE.PDF). The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

### 3.54 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)

A. It is VA policy to ensure that all cultural resource legal requirements are met in a timely and efficient manner that benefits both Veterans and the human environment. Direct, indirect, and cumulative impacts on cultural resources of all kinds must be addressed when considering the environmental impacts of VA activities under the National Environmental Policy Act (NEPA), beginning at the earliest possible time when planning any VA cultural resources action. Impacts on cultural resources may constitute extraordinary circumstances requiring special review of actions that would otherwise be categorically excluded from extensive NEPA review. Impacts on cultural resources may be, but are not necessarily, significant enough impacts on the quality of the human environment to require preparation of environmental impact statements under NEPA.

B. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance activities. Compliance may require excavation for artifact recovery, recordation and interpretation. For Tenant Improvements and other tenant-driven alterations within an existing historic building, new construction or exterior alterations that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standards for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties. GSA is responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party.

C. Compliance requirements under Section 106 apply to all historic property alterations and new construction, regardless of the magnitude, complexity or cost of the proposed scope of work.

D. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent. Such costs may be offset by federal, state or local preservation tax benefits. Lessor is encouraged to seek independent financial and legal advice concerning the availability of these tax benefits.

### 3.55 DESIGN EXCELLENCE – LEASE (OCT 2016)

A. After Lease Award, the Lessor's Architect, Engineers and Construction Management Team shall participate in a Technical Design Review of the design with Government representatives to collaboratively develop a final design and balance the following objectives:

- Provide an efficient working environment that can accommodate ongoing technological innovation and allow for a technologically state-of-the-art work place throughout the building's useful life;
- Provide design, construction, and ongoing operational services that minimize the impact on the environment and the utilization of energy and other scarce and non-renewable resources;
- Provide an innovative design that appropriately expresses the Federal Government's purpose and identity—a facility that reflects the dignity, enterprise, vigor, and stability of the Federal Government, emphasizing designs that embody the finest contemporary architectural innovations while avoiding an official style;
- Provide a design that exemplifies accessibility within the context of a public/private sector project;
- Provide an efficient and economical construction process and procedures that enforces and improves the design goals; and
- Deliver the building on-time and on-budget and within prevailing market rates for this type of facility.

B. GSA's goal is to maximize the above objectives in the design and construction of the facility while maintaining a fully serviced lease.

---

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

---

### 4.1 SCHEDULE FOR COMPLETION OF SPACE (OCT 2016)

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

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

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 must submit to the LCO, 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 as identified in the is paragraph. The Lessor should anticipate at least two 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 **15** Working Days of the Government's request.
- B. DESIGN AND CONSTRUCTION DOCUMENTS AFTER AWARD  
Design development after award shall be in accordance with the requirements of this Lease, and shall be a direct extension of the submitted design concept. The design development shall retain all the functional and basic physical characteristics of that concept. The Contracting Officer shall have the right to reject any aspect of subsequent design that varies from the concept and would adversely affect the Government's use and occupancy of the space or the Government's other interests in the building as set forth or implied in this Lease. Nonetheless, the Offeror may propose for the Contracting Officer's acceptance, or the Contracting Officer may propose for the Offeror's acceptance, evolutionary adaptations or changes to the concept, that improve the design. Neither party will unreasonably withhold such acceptance of demonstrated beneficial design adaptations of the concept which would not measurably increase the costs of construction, operation, or occupancy of the space or building and which would not decrease the utility of the space or building to either party. Changes to planned design layout do not constitute a change for cost.
- C. QUALITY ASSURANCE/QUALITY CONTROL PROGRAM  
The Lessor's A/E shall develop and execute a Quality Assurance/Quality Control (QA/QC) program; and shall demonstrate that the project plans and specifications have gone through a rigorous review and coordination effort with each required submittal. The Lessor's A/E shall conduct coordination meetings between A/E technical disciplines before submitting material for each VA review and provide minutes of the meetings to VA.
- D. RESPONSIBILITIES OF LESSOR'S DESIGN TEAM  
The Lessor's design team (A/E) shall be responsible for producing a complete set of drawings, design narrative/analysis, calculations, sample boards, and specifications in accordance with professional standard practices and the criteria contained in this LEASE. Drawings and related data shall be prepared in accordance with the National CAD Standard (NCS) published by the National Institute of Building Sciences (NIBS) as amended by the VHA National CAD Standard Application Guide with regard to conventions in layer names, drawing organization, and plotting. Each A/E discipline shall receive a copy of VHA National CAD Standard Application Guide. The Lessor and Lessor's A/E are responsible for obtaining the NCS (<http://www.cfm.va.gov/til/projReq.asp#cad>).
- E. INDEPENDENT TECHNICAL REVIEW  
The Lessor shall be responsible for paying for three independent technical and life safety reviews at the Second Design Development submittal, at the 75% Construction Document submission, and independent back check of the Final (100%) Construction Documents. The reviews shall encompass all disciplines. The reviews shall be accomplished by independent professional entities selected by VA that are registered in the appropriate fields of expertise.

NOTE: The Lessor shall allow approximately **15** working days for review and comment by the Government at each review stage. The independent reviews are limited to checking for general compliance with the LEASE and VA requirements.

The independent reviews do not take the place of the Lessor's QA/QC program, nor the code review by the Authority Having Jurisdiction (AHJ). The Lessor shall have the responsibility of ensuring that the documents go through the review and permitting process of the local AHJ. If the independent technical review conflicts with the review by the AHJ, the more stringent requirement shall apply. If there is any question as to which requirement shall apply, the Lessor shall request a determination from the Contracting Officer.

For purposes of this Lease, the firm to be determined by the VA LCO is the authorized representative of the Department of Veterans Affairs (VA) and shall provide technical review services to VA in connection with this Lease. It is understood between the Lessor and VA that the firm to be determined by the VA LCO shall provide independent technical services on behalf of VA to assist in reviewing drawings

- F. DESIGN DEVELOPMENT  
The Design Development phase involves the production of drawings, specifications, calculations, narratives, reports, and other materials as listed in Paragraph "SUBMITTAL REQUIREMENTS FOR DD AND CD REVIEWS." Two Design Development submissions 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 and the independent technical reviewers to determine that the design proposed by the Lessor conforms to the space / functional and technical requirements of this LEASE.

Utilizing the conceptual layout 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 **45** calendar 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 **30** calendar days.

G. CONSTRUCTION DOCUMENTS

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. 100% 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. Persons sealing the construction documents or calculations shall be the entities identified by the Lessor under Paragraph Design Team Qualifications above. Two construction document period submissions shall be required: the first at 75% complete and the second at 100% complete.

Within **45** calendar days of receipt of written VA approval of the Second Design Development Submittal, the Lessor shall produce a complete set of 75% construction documents and specifications for review.

Within **30** calendar 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. The Lessor shall incorporate all VA comments of the 75% contract document submittal.

NOTE: The Lessor shall allow approximately 15 working days from date of receipt for review and comment by the Government at each review stage.

4.2 **SUBMITTAL REQUIREMENTS FOR DD AND CD REVIEWS**

A. GENERAL REQUIREMENTS

Provide a design narrative/analysis for each technical discipline (e.g., architectural, mechanical, fire protection, etc.) which describes the intent of each discipline with each design development submission.

Provide computations and sizing calculations for electrical, mechanical (HVAC, plumbing, and steam), sanitary, structural, and fire protection designs. For computerized calculations, submit complete and clear documentation of computer programs, interpretation of input/output, and description of program procedures.

Provide individually packaged drawings for each submission to each unit specified in Paragraph "Distribution of A/E Materials."

At each submission, the A/E shall date and appropriately label all materials. In each submission, the A/E shall incorporate the corrections, adjustments, and changes made by VA at the previous review.

B. FORMAT

1) Drawings

Hard copies shall be black line prints on bond paper, full size (30" x 42") and half size (15" x 21"). Each set shall contain all sheets for all disciplines (partial sets are not allowed). Electronic submissions may be plots or scans in Adobe® PDF format; except floor (space layout) plans shall be provided in both PDF format and as AutoCAD® latest release "dwg." drawing files to facilitate verification of net and rentable areas. Quantities shall be as indicated below.

2) Specifications

Hard copies shall be printed double-sided on 8½" x 11" bond paper. Electronic submissions may be in Microsoft® Word® or Adobe® PDF format. Electronic files containing two or more specification sections shall be indexed or bookmarked.

3) Narratives

Hard copies shall be printed on 8½" x 11" bond paper. Electronic submissions may be in Microsoft® Word® or Adobe® PDF format. Bookmark or index all electronic files.

4) Calculations

Hard copies shall be printed on 8½" x 11" bond paper. Electronic submissions may be Adobe® PDF format. Bookmark or index all electronic files.

C. DISTRIBUTION OF A/E MATERIALS

Electronic materials shall be submitted on CD-ROM or DVD. Each set of paper (hard) copies shall be bound or may be assembled in three-ring binders. Label each disk and paper set to identify the project, location, contract number, and submittal type and date. Required number of copies is designated in the following table.

Submittal	Medical Center	VA COR	Ind. Tech Reviewer
<b>First Design Development (DD1)</b>			
Narratives	1 each hard and electronic	1 each hard and electronic	1 hard copy
Drawings	1 each hard and electronic	1 each hard and electronic	1 hard copy
Specifications	1 each hard and electronic	1 each hard and electronic	1 hard copy
Calculations	1 each hard and electronic	1 each hard and electronic	1 hard copy
<b>Second Design Development (DD2)</b>			
Narratives	1 each hard and electronic	1 each hard and electronic	1 hard copy
Drawings	1 each hard and electronic	1 each hard and electronic	1 hard copy
Specifications	1 each hard and electronic	1 each hard and electronic	1 hard copy
Calculations	1 each hard and electronic	1 each hard and electronic	1 hard copy
<b>75% Construction Documents (CD1)</b>			
Narratives	1 each hard and electronic	1 each hard and electronic	1 hard copy
Drawings	1 each hard and electronic	1 each hard and electronic	1 hard copy
Specifications	1 each hard and electronic	1 each hard and electronic	1 hard copy
Calculations	1 each hard and electronic	1 each hard and electronic	1 hard copy
<b>100% Construction Documents (CD2)</b>			
Narratives	1 each hard and electronic	1 each hard and electronic	1 hard copy
Drawings	1 each hard and electronic	1 each hard and electronic	1 hard copy
Specifications	1 each hard and electronic	1 each hard and electronic	1 hard copy
Calculations	1 each hard and electronic	1 each hard and electronic	1 hard copy

#### 4.3 FIRST DESIGN DEVELOPMENT SUBMITTAL

A. SITE

Submit preliminary drawings showing the development concept. Submit copies of topographic, utility, and landscape surveys.

Include layout plan(s) showing location of: building and structures, roads, fire access, parking, mechanical, electrical, and telecommunications equipment on grade, service area(s), entrances and exits, and walks; Grading plan, showing existing and proposed contours; and Planting plan, showing plant groupings.

Submit preliminary narrative for site design concept with analysis of site, circulation study, phasing analysis, and parking analysis.

B. Structural

Submit preliminary structural plans and sections. Show bay sizes, locations and sizes of columns, bearing walls, and foundations. Show locations and depths of floor and roof framing members. Show locations and sizes of lateral force resisting elements. Indicate locations of major mechanical, electrical, and other special equipment items.

Submit preliminary design narrative, including basis for selection of proposed structural system, and preliminary supporting calculations.

C. Architectural

Submit final layout drawings (floor plans) for all floors at 1/8-inch scale. Drawings shall be of sufficient precision and/or adequately dimensioned so that the Government may accurately compute rentable and useable areas to verify compliance with Lease requirements.

Submit preliminary equipment plans (at 1/4-inch scale) and preliminary equipment schedules that reflect the requirements in this Lease as well as Schedule B "Special Equipment Requirements." Identify all equipment for each clinical or laboratory room listed in Schedule B. Equipment plans are not required for offices, consultation rooms, classrooms, conference rooms, and waiting rooms.

Submit building elevations, showing all significant materials, including their colors, roof top mechanical equipment, and any architectural screens. Elevations shall show massing, proposed fenestration, and the building's relationship to adjacent structures and the finish grade.

D. Interior Design

No requirements at this submittal.

E. Sustainable Design & Energy Efficiency

Submit preliminary LEED® Silver Equivalency checklist. Submit preliminary narrative addressing how the design will meet Federal Mandates for sustainability and energy efficiency, including site base conditions analysis, preliminary base case energy and water analysis, and integrated strategies.

F. Fire Protection/Life Safety

Submit preliminary design narrative. The fire protection narrative shall discuss: fire and smoke separations, fire sprinkler/standpipe system, size of fire pumps, water supply available/max. demand, water flow testing results, fire alarm systems, kitchen extinguishing systems, size of air handling units, exit paths from each zone, distances to stairs, occupancy of each area, exit calculations for each floor, and smoke control features.

Submit preliminary fire protection plans/drawings (minimum 1/8-inch scale) illustrating: sprinkler zones, fire alarm zones, smoke zones, building water supply, interior sprinkler supply risers, standpipes, fire extinguisher cabinets, and fireproofing of structural members.

- G. Mechanical  
 Submit preliminary design narrative addressing description of HVAC systems, equipment for each functional space, and life-cycle cost analysis. Submit preliminary engineering calculations. Provide specific design recommendations and full back-up data. Include the heating and cooling capacities of each functional area and the block cooling and heating loads for the building.
- Submit preliminary drawings (minimum 1/8-inch scale) indicating: tentative location/sizes for mechanical equipment room(s), principal vertical shafts, and block layout of equipment. Indicate preliminary sizes and locations of louvers required for outside, exhaust, and relief air.
- H. Plumbing  
 Submit preliminary design narrative addressing plumbing systems including supply, waste, and medical or laboratory gas systems.
- Submit preliminary drawings (minimum 1/8-inch scale) including: room names and numbers, plumbing fixtures w/VA numbering system, equipment, medical gas outlets, laboratory gas outlets, and routing for plumbing piping.
- I. Electrical  
 Submit preliminary design narrative for electrical systems and preliminary load calculations for normal and emergency power. Include basic assumptions, and projected load of new construction.
- Contact the electrical utility that will supply electrical power. Submit a written summary of any conversations with the electrical utility. Submit a full set of preliminary electrical site, lighting, and power floor plans, showing equipment, lighting, and receptacle locations. Submit proposed one-line and riser diagrams of the normal electrical power distribution system and the emergency power system. Final equipment ratings may vary, but locate all equipment and identify and size dimensionally for adequate capacity. Provide preliminary fault current, generator sizing, load, feeder and equipment sizing, voltage drop, lightning protection risk analysis, and lighting and energy calculations.
- J. Telecommunications and Special Systems  
 Submit preliminary design narrative addressing Telecommunications and Special Systems.
- Submit preliminary Telecommunications and Special Systems drawings including site plan and floor plans (minimum 1/8-inch scale). Show locations of and sizes of computer rooms and equipment and distribution rooms for telecommunications and special systems. Identify low voltage outlet connections and major equipment items. Include basic cable tray routing. Provide legend of symbols.

#### 4.4 SECOND DESIGN DEVELOPMENT SUBMITTAL

- A. Site  
 Submit design narrative and calculations for site development. Include a Geotechnical Report that addresses at a minimum, soil bearing pressures, slab design, existing soil conditions, percolation rates, slope stability and recommended mitigation, pavement design, etc.
- Include a Hydrology and Hydraulic analysis and report in support of the proposed design which complies with local, state, and federal flood plain management standards and methodologies. It is not acceptable to connect storm drain systems to the sanitary system.
- Submit completed design development drawings for all site work and utility systems. Include layout plan(s) showing location of: building and structures, roads, fire access, parking, accessible spaces, van spaces, mechanical and electrical equipment on grade, off-site roads, off-site utilities, service area(s), entrances and exits, walks, inlets, vertical and horizontal road alignment, and paving joint patterns.
- Submit grading plan showing: existing contours, proposed contours, spot elevations at structure corners, entrances, equipment pads, etc., first floor elevations, rim and invert elevations on storm drainage fixtures, and erosion and sediment control. Include conceptual drawings that reflect the alignment of the water distribution system, including location of fire hydrants and points of connection to the public water system.
- Include conceptual drawings that reflect the alignment of the sanitary sewer system, including manhole locations and points of connection to the downstream sewer system.
- Include conceptual storm drain drawings based on the Hydrology and Hydraulic report. The drawings should reflect the alignment of the storm sewer system, including location of detention/retention basins, junction structures, channels, pipe structures and catch basins, connections to the existing storm system (if one exists) or flow arrows indicating the direction of surface flow.
- Submit landscape drawings including planting plan showing: list of plant material and limits of irrigation.
- Submit signage plan and schedule.
- Submit site and landscape details.
- Submit completed design narrative and calculations.
- Submit draft specifications for earthwork, utility systems, and site improvements.

B. Structural

Submit completed design development drawings including structural plans, sections, and details. Show bay sizes, locations and sizes of columns, bearing walls, and foundations. Show locations and depths of floor and roof framing members. Indicate floor and roof slab thickness. Coordinate floor or roof depressions and penetrations with architectural, mechanical, plumbing, and electrical work. Indicate major mechanical, electrical, and other special equipment items; and show chases or shafts. Show framing and support required at those locations. Show locations and sizes of lateral force resisting elements.

Submit final design narrative including basis for selection of proposed structural system. Submit calculations for gravity and lateral design.

Submit draft specifications for structural materials.

C. Architectural

Submit completed design development floor plans (minimum 1/8-inch scale) for each floor showing all rooms, room names, room numbers, door locations and swings, smoke and fire rated partitions, and fire extinguisher cabinets. Label departments or services. Show all rooms and chases for mechanical, electrical, and low-voltage (communications) equipment. Show wall thickness and chase walls. Show plumbing fixtures and equipment occupying floor space. Indicate handrails and corner guards. Show column grid with columns indicated and expansion and seismic joints.

Submit completed equipment plans, elevations (minimum 1/4-inch scale), and schedules. List any changes or deviations from Schedule B for review and approval by the Contracting Officer or designee.

Submit completed design development roof plan, exterior elevations, building and wall sections, and key details. Submit room finish, door, and window schedules. Submit general notes, symbol legends, and abbreviations.

Submit final design narrative.

Submit draft specification sections.

D. Interior Design

Submit interior design narrative. Discuss information gathered during interior design programming with the VAMC project coordinator and interior designer including, but not limited to the following: interior and exterior design and materials, light, safety, patient profile, customer's "vision" or desired image, public vs. private spaces, signage, regional influences, etc.

Present the preliminary design solution for the primary areas of the project. Use broad categories of materials, finishes, color palettes, patterns, textures, and scales. Include primary and secondary corridors, lobbies, waiting rooms, offices, exam and treatment rooms, and toilet rooms. Discuss the relationship among departments and functions, and between public and private spaces.

E. Sustainable Design & Energy Efficiency

Submit LEED® Silver Equivalency checklist. Submit narrative addressing how the design will meet Federal Mandates for sustainability and energy efficiency. Submit refined ASHRAE 90.1-2004 base-case energy model and as-designed energy model, including all assumptions used, targeting compliance with the 30% energy reduction goal, or exceeding the goal. Submit refined water use analysis and daylighting calculations. Submit preliminary commissioning specifications.

F. Fire Protection/Life Safety

Submit completed fire protection narrative. Indicate NFPA 220 and UBC fire resistive rating of the building, NFPA 101 occupancy type, and fire protection code analysis to assess compliance with NFPA 101. Provide information to meet JCAHO requirements, e.g., location of all fire rated barriers, smoke barriers, exit signs, fire extinguishers, manual pull stations, smoke detectors, and sprinkler flow switches.

Submit completed design development fire protection plans/drawings illustrating: sprinkler zones, fire alarm zones, smoke zones, building water supply, sprinkler/standpipe riser supply piping, termination of sprinkler main and inspector test drains, sprinkler alarm valves, waterflow and tamper switches, sprinkler system fire department connections, sprinkler design hazards per NFPA 13, exit signs and emergency lighting, fire sprinklers, fire hydrants, fire pumps, post indicator valves, sectional valves, fire extinguisher cabinets, electromagnetic door hold open devices, wall sections indicating fire resistive ratings, and evacuation plan signage.

Submit draft specifications for fire alarm and suppression systems.

G. Mechanical

Submit completed design narrative and calculations for HVAC systems. Include room-by-room, peak zone-by-zone, and building block heating and cooling loads. Discuss selection of HVAC equipment and provide catalog cuts of equipment. Provide room-by-room heating and cooling loads, zone-by-zone heating and cooling loads; and building block heating and cooling loads. Include Psychrometric chart for air handling unit, coil entering and leaving conditions, fan motor heat gains, consumption of humidification loads, sound/acoustic analysis. Provide room-by-room air balance charts. Show supply, return, exhaust, make-up, and transfer quantities with intended pressure relationships, i.e., positive, negative, or zero with respect to adjoining spaces.

Submit completed design development drawings indicating: main supply, return and exhaust ductwork, volume dampers, fire and smoke partitions, fire and smoke dampers, smoke detectors, automatic control dampers, air quantities for each room, air inlets/outlets, rises and drops in ductwork, and interconnection of HVAC equipment with fire protection equipment (see fire protection). Provide plan and section of mechanical equipment rooms and building corridors (show routing of main ductwork, plumbing, fire protection, major conduit or cable tray runs). Provide schematic flow and riser diagrams, schematic control diagrams, and equipment schedules. Indicate required seismic bracing. Provide legends, symbols, and abbreviations.

Submit draft specifications for mechanical systems and equipment.

H. Plumbing

Submit completed design narrative addressing plumbing systems including supply, waste, and medical or laboratory gas systems. Submit calculations for piping systems and equipment.

Submit completed design development drawing. In addition to the requirements of the first design development submittal, show the following: size of pipe, equipment schedule, fire and smoke partitions, riser diagrams, legend, notes, and details; location and size of sprinkler riser, standpipes, and fire pumps (see fire protection); and location of emergency eyewash and shower equipment.

Submit draft specifications for plumbing systems and equipment.

I. Electrical

Show all new services to building, utility transformers, location, exterior lighting, and the utility service point and meter location on the electrical site plan. Submit a written summary of any conversations with the electrical utility.

Provide legend of symbols and abbreviations. Submit a full set of electrical lighting, power, and lightning protection plans for building and site. Submit one-line diagrams of the normal electrical power distribution system and the emergency power system.

Provide prefinal fault current, generator sizing, load, feeder, and equipment sizing, voltage drop, lightning protection risk analysis, and lighting and energy calculations.

Submit draft specifications for electrical equipment.

J. Telecommunications and Special Systems

Submit completed design narrative.

Submit Telecommunications and Special Systems site and building drawings. Identify low voltage outlet connections and major equipment items. Include basic cable tray routing and floor penetration location for routing of low-voltage cabling.

Submit ¼-inch scale enlarged Telecommunication Rooms plans. Identify equipment rack location, overhead ladder rack, and wall field equipment with proper clearances. Submit 1-inch scale enlarged plans of the rack details including termination areas of copper and fiber cabling and equipment layout.

Submit draft specifications for Telecommunications and Special Systems.

**4.5 75% CONSTRUCTION DOCUMENTS**

A. Site

The Site drawings shall indicate all site features required by the lease documents, e.g., topography (1 foot contours), building location by legal description, site setbacks, grading, parking, roadways, access ways, pedestrian routes, landscaping, irrigation system, sidewalks, conformance with local design standards, etc. The site drawing shall be at a minimum scale of 1" = 40'. Provide specifications for site improvements.

The site drawings shall reference the Geotechnical Report for drainage design, pavement design recommendations, and slope stability, etc. Include a Hydrology and Hydraulic analysis and report in support of the proposed design which complies with local, state, and federal flood plain management standards and methodologies. It is not acceptable to connect storm drain systems to the sanitary system.

The Site drawings shall include details for connecting to the public water distribution system. Include points of connection, zone boundaries, fire hydrants (spaced per local codes), domestic and irrigation meter size and location, and all other water distribution components as required by the local water utility.

The Site drawings shall include details for connecting to the public wastewater system. Include the downstream point of connection, manholes, and cleanouts, etc., per the standards and specifications of the local wastewater jurisdiction. The proposed wastewater system cannot be designed to be integrated with the storm drain system.

Include detailed drainage plans based on the Hydrology and Hydraulics Report that identify location and depth of basins, storm sewer, catch basins, channels, connection points, pipe structures and all other drainage related items, as proposed in the report or required by the local jurisdiction.

B. Structural

Submit 75% complete structural drawings including foundation plans, floor and roof framing plans, sections, elevations, general notes, schedules, and details. Coordinate floor or roof depressions and penetrations with architectural, mechanical, plumbing, and electrical work. Indicate major mechanical, electrical, and other special equipment items, and show chases or shafts. Show framing and support required at those locations.

Submit calculations for gravity and lateral (wind/seismic) load requirements. Submit structural specifications.

C. Architectural

Submit 75% complete architectural drawings including fully dimensioned floor plans showing all revisions required by comments from the design development phase. Submit interior details, elevations, and sections. Submit complete and coordinated finish, door, hardware, and window schedules. Submit roof plans, building sections, wall sections, and exterior elevations that show finish floor elevations and indicate all building systems and materials.

Submit completed, coordinated reflected ceiling plans for entire building, indicating all ceiling mounted equipment, lighting fixtures, air diffusers, registers, tracks, etc. Submit 1/4-inch scale equipment plans, elevations, schedules, and details. Submit general notes, symbol legends, abbreviations, and all necessary and coordinated interior and exterior details. Submit fully edited specifications.

D. Interior Design

1) Fabrication of Sample Boards

Provide 2 complete sets of sample boards. Distribution will be Contracting Officer-1 set, VAMC-1 set. Sample boards are not returnable. Designer should fabricate an extra copy of each submission for their records. Identify each sample board with project and location information.

2) Product Samples

Organize the finish and material samples on the boards to clearly convey the design intent. Apply an actual sample of all interior and exterior materials, finishes and paints specified on the project. Securely adhere all samples with a strong adhesive and/or double sided foam tape. Place exterior materials on a separate board. Assign a color and material code to all samples.

3) Sample Boards

Use mat board, foam core or any other suitable lightweight material. Board size should not exceed 30" x 40". Use a white board. Backer boards of other colors may be used for bordering. Do not use frames.

4) Signage and Wayfinding

Submit drawing(s), specifications, and narrative to illustrate the wayfinding concept and signage systems proposed for the project. Include all graphics and signage that are to be provided as part of the Lease.

E. Sustainable Design and Energy Efficiency

Submit final documentation demonstrating LEED® Silver equivalency. Where proposed Credits will not achieve all federally-mandated strategies for sustainability and energy efficiency, submit documentation showing compliance with federally-mandated strategies.

Submit final ASHRAE 90.1-2004 base-case energy model and as-designed energy model based on the Construction Documents, including all assumptions used, demonstrating compliance with the 30% energy reduction goal. Submit final models for all other systems. Submit final commissioning specifications.

F. Fire Protection/Life Safety

Submit 75% complete fire protection drawings. In addition to the drawing requirements of the Second Design Development submission, include the following:

Door and window schedule indicating fire rating and whether fire rated glazing will be provided; Height and configuration of storage racks and shelving in relation to fire sprinkler heads; Reference note to HVAC drawings that indicates interconnection of HVAC system components (dampers, fans) with duct smoke detectors and/or fire alarm system; When fire pump is required, submit details of the fire pump system, including elevation and isometric detail of fire pump, and interconnection of the fire pump system to the fire alarm system; Show zoning of each fire alarm initiating device, single line riser diagram for the fire alarm system, and detail of annunciator panel;

Provide final calculations.

Submit fire protection specifications.

G. Mechanical

Provide complete and final engineering calculations of all systems. In addition to specifications, provide complete selection data, including catalog cuts and calculations, for all HVAC equipment and drawings showing all equipment schedules. Complete the coordination requirements with fire protection, electrical, plumbing, architectural (louvers, ceiling access panels, reflected ceiling plans, etc.), and structural work (operating weights of ceiling and floor mounted equipment, concrete and steel supports, roof and floor openings, etc.). Submit 75% complete HVAC floor plans for all areas, showing all ductwork and piping at 1/8-inch scale.

Submit 75% complete HVAC floor plans for all mechanical equipment rooms with at least two cross-sections taken at right angles to each other at 1/4-inch scale. Show all equipment located on roof and/or grade.

H. Plumbing

Submit 75% complete and coordinated drawings to include riser diagrams, legend, notes and details. Submit specifications and final calculations.

I. Electrical

Complete the site and building electrical lighting, power, and lightning protection plans. Provide normal and emergency one-line riser diagrams including all conduit and cable quantities and sizes, complete ground system, and electrical equipment amperage/voltage/phase/poles/AIC ratings. Show transformers, switchboards, panelboards, and feeders in relative positions. Tabulate all panelboard schedules. Provide specifications and final calculations. Provide written approval by the utility company of the design of the electrical incoming service.

J. Telecommunications and Special Systems

Show all new services to building from service providers and/or inter-connections. Complete a site plan and a one-line riser diagram including all conduit, backbone cable. Provide telephone, data, security, and special systems risers. Identify all devices and locations. Complete the building low-voltage floor plans. Provide complete specifications for all low voltage systems and final device locations.

#### 4.6 100% CONSTRUCTION DOCUMENTS

All disciplines: complete and coordinate all drawings, specifications, and schedules for 100% construction document submittal. Incorporate all VA and technical review comments. Provide seal (stamp) and signature of the responsible charged A/E on all construction documents and final calculations. Submit design team responses to review comments and QA/QC documentation with 100% document package for back check. The documents submitted to the Authorities Having Jurisdiction for plan review and permitting shall be the 100% construction documents with VA review comments incorporated.

#### 4.7 APPROVED PLANS AND PERMITS

Prior to the start of construction, submit to VA copies of all permits and two complete sets of construction documents as approved by the Authorities Having Jurisdiction.

#### 4.8 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2016)

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

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

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

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

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

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

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

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

#### 4.9 GREEN LEASE SUBMITTALS (OCT 2016)

The Lessor shall submit to the LCO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.
- B. SDS or other appropriate documents upon request for products listed in the Lease.
- C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Environmentally Preferable Product Requirements" paragraph in the Lease.
- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.

- F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:
1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
  2. A description of how commissioning requirements will be met and confirmed.
- J. At completion of LEED®, documentation and receipt of final certification, along with two electronic copies of all supporting documentation for certification on compact disk.
- J. At completion of Green Globes® documentation and receipt of final certification, along with two electronic copies of all supporting documentation for certification on compact disk.
- K. If renewable source power is purchased, documentation within 9 months of occupancy.

#### 4.10 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within **14 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 **14 Working Days** of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

#### 4.11 PROGRESS REPORTS (JUN 2012)

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

#### 4.12 DATES

The successful Lessor shall provide a combined project schedule for design and construction. Within 45 calendar days after award, the Lessor shall submit to the Contracting Officer or designee a project schedule giving the dates on which the various phases of design and construction will be completed to coincide with the Government's required occupancy date. The schedule shall clearly indicate the completion of significant activities/events, including but not limited to:

- Submittal of completed First Design Development Package
- Submittal of completed Second Design Development Package
- Submittal of 75% Construction Documents
- Submittal of 100% Construction Documents
- Issuance of a Building Permit
- Submittal to VA of copies of Permits and Approved Construction Documents
- Start of construction
- Completion of principal categories of work
- Testing and balancing
- Building Systems Certification
- Final inspection
- Final completion of construction
- Occupancy permit
- 

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

#### 4.13 ACTIVITIES

The schedule shall contain all activities/events required for completion of the project and shall break up the work into activities/events of duration no longer than 20 work days each, except as to non-construction activities/events (i.e., submittal of shop drawings, submittal review, fabrication, procurement of materials and equipment, delivery of materials and equipment, concrete and asphalt curing, testing and balancing, etc.) and any other activities/events for which the Contracting Officer or designee may approve the showing of a longer duration. The duration for VA approval of any required submittal, shop drawing, or other submittals shall not be less than 15 calendar days.

The schedule shall describe work activities/events clearly, so the work is readily identifiable for assessment of completion. Activities/events labeled "start," "continue," or "completion," are not specific and will not be allowed. Lead and lag time activities will not be acceptable.

**4.14 GOVERNMENT REVIEW**

To the extent that the network diagram or any revised network diagram shows anything not jointly agreed upon, it shall not be deemed to have been approved by the Contracting Officer or designee. Failure to include any element of work required for the performance of this contract shall not excuse the Lessor from completing all work required within any applicable completion date of each phase regardless of the Contracting Officer or designee approval of the network diagram.

**4.15 PROGRESS REPORTS**

After receipt of VA approved Second Design Development Submittal, the successful Lessor shall submit to the Contracting Officer or designee written progress reports every 30-calendar days, based upon the monthly updated NAS. The report shall include information as to 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, or the like.

**4.16 REMEDIAL ACTION**

Whenever it becomes apparent from the current monthly updated schedule that phasing or contract completion dates will not be met, the Lessor shall execute some or all of the following remedial actions:

- Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of work.
- Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of work.
- Reschedule the work in conformance with the Lease requirements. The Lessor shall notify the Contracting Officer or designee as to what actions are being taken to mitigate the proposed schedule changes. The project schedule revisions shall be incorporated by the Lessor into the network diagram before the next update, at no additional cost to the Government.

**4.17 REVISIONS TO SCHEDULE**

Within 10 calendar days after any project progress schedule update, the Lessor shall submit a revised project schedule for any of the following reasons:

Delay in completion of any activity/event or group of activities/events that indicates an extension of the project completion by 20 working days or 10% of the remaining project duration, whichever is less. Such delays, which may be involved with contract changes, strikes, unusual weather, and other delays, will not relieve the Lessor from the requirements specified unless the conditions are shown on the schedule as the direct cause for delaying the project beyond the acceptable limits.

Delays in submittals, or deliveries, or work stoppage are encountered which make rescheduling of the work necessary. The schedule does not represent the actual execution and progress of the project. Project schedule revisions made under this paragraph that affect the previously approved computer-produced schedules for Government furnished equipment, contract phase(s) and sub-phase(s) or any other previously contracted item, must be furnished in writing to the Contracting Officer or designee for approval.

**4.18 APPROVAL OF SCHEDULE**

The Contracting Officer or designee approval for the revised network diagram and all relevant data is contingent upon compliance with all other paragraphs of this section and any other previous agreements by the Contracting Officer or designee.

**4.19 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 DID's, 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.

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

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

**4.21 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 DID's, 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 DID's, 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.

#### 4.22 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 ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

#### 4.23 AS-BUILT DRAWINGS (JUN 2012)

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

#### 4.24 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 \$**XX** 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.

#### 4.25 SEISMIC RETROFIT (SEP 2013)

The following requirements apply to Leases requiring seismic retrofit:

- A. The Lessor shall provide a final construction schedule, all final design and construction documents for the seismic retrofit, including structural calculations, drawings, and specifications to the Government for review and approval prior to the start of construction. When required by local building code, a geotechnical report shall be made available to the Government.
- B. The Lessors Structural Engineer shall provide the earthquake-resistive design for all Non-structural components of the building. Non-structural design shall comply with ASCE-7 Chapter 13.
- C. The Lessor's registered structural engineer shall perform special inspections to meet the requirements of Chapter 17 of the International Building Code (IBC), latest edition.
- D. For Leases requiring seismic retrofit, the Space will not be considered substantially complete until a Seismic Form E - Certificate of Seismic Compliance - Retrofitted Building, certifying that the Building meets the Basic Safety Objective of ASCE/SEI 41, executed by a registered civil or structural engineer, has been delivered to the LCO.

#### 4.26 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

- A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:
  - 1. Legal fees
  - 2. Travel costs
  - 3. Insurance
  - 4. Home office overhead and other indirect costs
  - 5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
  - 6. Municipal, county, or state fees (not related to sales tax)
  - 7. TI proposal preparation costs
  - 8. Lessor's labor costs related to the management of the TI build-out.
- B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:
  - 1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
  - 2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
  - 3. Conduct and document design and construction project meetings;
  - 4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
  - 5. Maintain Request for Information (RFI), submittal, and change order logs; and
  - 6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

---

## SECTION 5 TENANT IMPROVEMENT COMPONENTS

---

### 5.1 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

### 5.2 ~~TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015) INTENTIONALLY DELTED~~

### 5.3 FINISH SELECTIONS (SEP 2015)

The Lessor shall provide Interior Finishes complying in accordance with the latest edition of VA Program Guide PG-18-14, VA Standards for Construction, Room Finishes, Door and Hardware Schedule. The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

### 5.4 WINDOW COVERINGS (JUN 2012)

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

B. Light Proof Shades. Provide lightproof shades to prevent light from infiltrating into the room on windows in telemedicine exam rooms.

C. Opaque Shades. Provide opaque shades for Conference; and Mental Health Offices and Group rooms.

D. Draperies:

1. Draperies for patient and visitor waiting room windows are required, and shall be part of the TIs and the following minimum specifications shall apply:

a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from the center, right, or left side.

b. Construction. Any draperies to be newly installed shall be made as follows:

- i. Fullness of 100 percent, including overlap, side hems, and necessary returns;
- ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
- iii. Doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
- iv. Three-fold pinch pleats;
- v. Safety stitched intermediate seams;
- vi. Matched patterns;
- vii. Tacked corners; and,
- viii. No raw edges or exposed seams.

c. Use of existing draperies must be approved by the Government.

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

See Agency Special Requirements

### 5.6 DOORS: INTERIOR (SEP 2013)

The Lessor shall provide Interior Doors complying with the latest edition of VA Program Guide PG-18-14, VA Standards for Construction, Room Finishes, Door and Hardware Schedule. In dual-entry Patient Care Rooms, provide surface-mounted sliding doors to eliminate the space requirements for swinging doors. Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 42" wide (3' 6") x 80" high, for scooter and bariatric access. Doors shall be factory mortised, 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. All wood doors shall be factory finished at factory made openings, and at top, side, and bottom edges of doors. Doors 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.

Doors in fire partitions and smoke barriers shall have fire rated glazing vision panels, and be held open with electromagnetic holders, except doors which should remain closed for functional reasons.

All corridor to corridor doors shall have 0.06 sq. m(100 sq. in.) glass vision panels and shall swing in opposite directions from each other.

## 5.7 DOORS: HARDWARE (SEP 2013)

The Lessor shall provide door hardware in accordance with VA Program Guide PG-18-14, Room Finishes, Door, and Hardware Schedule, and VA Master Construction Specifications 08 71 00, Door Hardware. All hardware shall comply with Uniform Federal Accessible Standards (UFAS). Provide rated door hardware assemblies where required by most current version of the International Building Code (IBC). Doors shall have mortise lock sets, strikes, surface applied overhead door closers, exit devices, and door handles or door pulls with heavyweight hinges. Locks and latches for doors (1-3/4 inch) or over shall have beveled fronts. All doors shall have corresponding doorstops (wall- or floor-mounted), kick plates, auto door bottoms, and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 7-pin type lock cylinders, removable core type, and removable only by special key or tool. Construct all cores so that they will be interchangeable into core housings of all mortise locks, rim locks, and any other type lock included in the Great Grand Master Key System. Disassembly of lever or lockset shall not be required to remove core from lock set. All lock cylinders shall be keyed into existing patented Government Great Grand Master Keying System. Mortise lock sets shall be series 1000, minimum grade 2, and shall have lever handles fabricated from cast stainless steel, and lever x rose lever design. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

## 5.8 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. Special door identification for handicapped accessibility and hazard warning signs shall be installed at all necessary interior room doors. The forms and locations of door identification must comply with the latest edition of VA Signage Design Guide. Doors leading into hazardous areas that might prove dangerous to a blind person shall be made quickly identifiable to the touch by knurling, roughening, or applying an abrasive coating to the surface of the knob, door handle, pull, or other hardware. Tactile warning indicators shall not be provided for emergency exit doors.

## 5.9 PARTITIONS: SUBDIVIDING (SEP 2015)

- A. Office subdividing partitions shall comply with the Latest editions of the National Fire Protection Agency (NFPA) 101, Fire Life Safety Code; NFPA 220, Standard Types of Building Construction; International Building Code (IBC); and applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).
- B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
- C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
- D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.
- E. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

## 5.10 WALL FINISHES (JUN 2012)

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

- A. **Ceramic Wall Tile (CT):** CT shall be glazed tile: Ceramic tile at showers and wet locations shall be installed over cement backer board or Portland cement mortar on metal lath. Comply with ANSI A137.1, Standard Grade; cushion edges; matte glazing. Trim shapes shall conform to applicable requirements of adjoining floor and wall tile. Provide cove and bullnose shapes where shown, and required to complete tile work. Cementitious backer units shall comply with ANSI A118.9.
- B. **Vinyl Wallcovering (W):** Vinyl wall covering shall be Type II Medium Duty and comply with CFFA-2575. Fungi-resistance rating shall be 0 in accordance with ASTM G21. Provide factory-applied clear delustered polyvinyl-fluoride (PVF) coating minimum 1/2 mil [0.0125 mm] thickness. Do not include PVF coating weight in minimum total weight. Fire hazard classification with PVF coating shall be Class A. Adhesive shall be vermin and mildew resistant.
- C. **Wallpaper Borders:** Wallpaper borders shall be installed in spaces indicated in Schedule E. Borders shall be vinyl coated, 10 inches [254 mm] in width.
- D. **Protective Wallcovering (WP):** Wainscot of rigid PVC protective wall covering (WP) shall be installed on walls in corridors and other high traffic and wheel chair traffic locations. Provide rigid, embossed, impact-resistant protective wallcovering of PVC plastic sheets or roll stock. Material shall have following minimum properties: Thickness: //0.028 inch// //0.035 inch// //0.060 inch// //0.080 inch//; Roll Width: 48 inches [1200 mm]; or Sheet Size: 48" x 96" [1200 mm x 2400 mm]; Flame/Smoke Ratings: ASTM E 84, Class A; Flame Spread 0-25; Smoke Developed 0-450. Provide accessories: color matched rigid vinyl moldings and trim; acrylic latex primer/sealer, and mildew-resistant adhesives and caulk. Materials shall be cadmium and mercury free.
- E. All wall covering is to be maintained in "like new" condition for the life of the lease. Wall covering must be replaced or repaired at the Lessor's expense, including moving and replacing furnishings (except where wall covering has been damaged due to the negligence of VA), anytime during the occupancy by VA if it is torn, peeling, or permanently stained. Ceramic tile must be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work is to be done after working hours.

#### 5.11 PAINTING – TI (SEP 2013)

- A. Prior to acceptance, all surfaces within the Space which are designated by VA for painting shall be newly finished in colors acceptable to the Government. Apply paint in three (3) coats - prime, body, and finish. Paint colors shall be approved by the LCO. Provide Master Painters Institute (MPI 47) gloss level 5, for finish coat.
- 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. Lessor shall refer to Agency Special Requirements for required floor coverings

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

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

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

- A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

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

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

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

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

#### 5.17 DATA DISTRIBUTION (JUN 2012)

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

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

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

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

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

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

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

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

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

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

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

E. SKYLIGHTS: The Lessor shall provide skylights or Natural Light to the PACT Teamwork Zone. Skylights shall be self-supporting, aluminum framed style with fixed glazing. The Lessor shall design, engineer, fabricate, and install skylights to meet building code requirements and as follows:

1. Design for uniform live load of not less than 30 psf [1.44 kPa].
2. Design for a concentrated load of not less than 250 lbs [113.4 kg] applied to any framing member at a location that will produce the most severe stress or deflection.
3. A one-third increase in the allowable stress for wind is acceptable where permitted by code but not in combination with any reduction applied to combined loads.
4. Assume that compression flanges of flexural members receive effective lateral bracing only from anchors to the building structure and horizontal glazing bars or interior trim in contact on at least 50% of the member's total length. Provide for expansion and contraction of metal skylight components resulting from an ambient temperature differential of not less than 120 F [49 °C].

## 5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space 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

---

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

A. The Government's normal hours of operations are established as **6:00 AM to 7:00 PM**, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

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

### 6.2 UTILITIES (APR 2011)

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

### 6.3 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)

A. If any utilities are excluded from the rental consideration, the Lessor shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, Energy Efficient Design of New Buildings except Low Rise Residential Buildings, or more restrictive state or local codes.

B. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub meters are not acceptable. The Lessor shall furnish in writing to the Government, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

C. The Building operating plan shall be in effect as of the Lease Term Commencement Date and shall include a schedule of startup and shutdown times for operation of each Building system, such as lighting, HVAC, and plumbing.

### 6.4 UTILITY CONSUMPTION REPORTING (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/). Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

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

### 6.5 HEATING AND AIR CONDITIONING (OCT 2016)

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

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

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

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

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

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

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

#### **6.6 OVERTIME HVAC USAGE (JUN 2012)**

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

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

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

#### **6.7 JANITORIAL SERVICES (JUN 2012)**

B. Lessor shall refer to Agency Special Requirements for required janitorial services.

#### **6.8 SELECTION OF CLEANING PRODUCTS (OCT 2016)**

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

#### **6.9 SELECTION OF PAPER PRODUCTS (APR 2015)**

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

#### **6.10 SNOW REMOVAL (APR 2011)**

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

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

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

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

#### **6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)**

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 at least every three years.
2. Lessor shall perform cyclical repainting of the Space every **X** years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

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

**6.13 ASBESTOS ABATEMENT (APR 2011)**

- A. 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.
- B. Materials containing asbestos shall not be used. It shall be the responsibility of the Lessor to certify that asbestos-containing materials have not been used in the construction of the building to be occupied by VA. Lessor acquisition process for materials used in construction, including, but not limited to, thermal insulation, surfacing material, floor tile, sheet vinyl, and fireproofing material shall include clauses to specifically exclude asbestos from the materials being used in the building.
- C. For existing buildings, the Lessor shall submit certification signed by an independent Certified Industrial Hygienist that friable asbestos containing materials have been removed to the maximum extent feasible. The foregoing applies to soil in crawl space containing asbestos in levels that are deemed excessive by State and Federal requirements.
- D. The Lessor is to provide information in the form of an asbestos survey conducted in conformance to AHERA requirements on the location of all remaining friable and non-friable asbestos. This certification shall be submitted prior to occupancy by the government. The Contracting Leasing Officer shall review the certification provided by the Lessor. Lessor shall guarantee that all non-friable asbestos that becomes friable due to any reason shall be removed in accordance with applicable State and Federal requirements.

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

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

**6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)**

- A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement [Homeland Security Presidential Directive-12](#) (HSPD-12), Office of Management and Budget (OMB) guidance [M-05-24](#) and [M-11-11](#), and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.
- B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.
- C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.
- D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.
- E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

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

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

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

#### **6.17 LANDSCAPING (OCT 2016)**

A. Landscape management practices shall prevent pollution by:

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

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, [HTTPS://WWW.EPA.GOV/SMM/COMPREHENSIVE-PROCUREMENT-GUIDELINE-CPG-PROGRAM](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program)

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.

#### **6.18 LANDSCAPE MAINTENANCE (APR 2011)**

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

#### **6.19 RECYCLING (JUN 2012)**

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

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

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

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

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

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

## 6.22 INDOOR AIR QUALITY (OCT 2016)

A. The Lessor shall apply requirements of the latest version of ANSI/ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality. This standard affects the way ventilation systems are designed and operated. Provide certification to the Contracting Officer that the building is in compliance with this standard. This certification shall be submitted as part of the commissioning process.

B. Air contaminant levels (e.g., dust, vapor, fumes, and gases) shall not exceed those in 29 CFR 1910.1000 and 1910.1001. When actual concentration levels equal or exceed 50% of the levels in 29 CFR 1910, remedial actions shall be initiated. Use of evaporative cooling systems will not be allowed.

C. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm<sup>2</sup>; mold (see paragraph entitled "Mold"); CO 9 ppm; CO<sub>2</sub> 700 ppm above outdoor air; formaldehyde 0.016 ppm.

D. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

E. The Lessor shall promptly investigate indoor air quality (IAQ) complaints submitted through the Lease Contracting Officer (LCO) or his designee, as appropriate. The Lessor shall implement necessary controls to bring facility into compliance with requirements contained in this document including alteration of building ventilating, heating and air conditioning systems, and operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.).

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

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

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

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

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

## 6.23 RADON IN AIR (OCT 2016)

If Space planned for occupancy by the Government, which is in ground contact or closest to the ground, shall be measured by the Lessor for radon and the results certified in accordance to EPA procedures. For structures built on a slab (i.e., without a basement) radon levels shall be tested on the first floor of the structure. Radon detectors shall be placed throughout the required area to ensure coverage meets EPA and/or State recommended requirements.

In any case, each detector shall cover no more than 2,000 square feet [609.6 sq m] of space. Radon shall be measured in accordance with EPA and manufacturer required procedures for a minimum of 90 days using either Alpha Track Detectors or Electret Ion Chambers. If 90-day testing period is not possible, Alpha Track Detectors may be used for a minimum period of 2 to 4 weeks or Charcoal Canisters or Electret Ion Chambers for a period of 2 to 3 days. If measurements are made for fewer than 90 days, follow-up measurements for a minimum of 90 days, using either Alpha Track Detectors or Electret Ion Chambers, must be completed.

A laboratory successfully participating in the EPA-sponsored radon measurement proficiency program shall perform laboratory detector analyses. Quality control/quality assurance procedures shall be developed in accordance with industry standards and applied to radon testing results. Provide VA with a copy of the lab analysis and actual radon measurements for each detector used in support of the certification. For further information on radon, go to: <http://www.epa.gov/radon/zonemap.html>.

If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall construct the building to the maximum extent feasible in such a way to minimize radon intrusion into the building. Lessor shall perform the necessary radon testing and submit a certification to the Contracting Officer within 30 days after the test is completed, but not later than 150 days after VA occupies the space. If radon measurements at or above 4 pCi/L are detected, the Lessor shall promptly initiate corrective action to reduce the level to below 4 pCi/L. If the Lessor does not affect corrective action, this is sufficient reason by itself for VA to void or not enter into the lease agreement.

VA reserves the right to measure radon in the space it leases at any time during the term of the lease. If radon measurements at or above 4 pCi/L are detected, the Lessor shall promptly initiate corrective action to reduce the level to below 4 pCi/L. If radon at or above 4 pCi/L is detected, the Lessor shall restrict the use of the area and provide comparable temporary space for the tenants until the corrective action is completed. Follow-up measurements

shall be conducted by the Lessor to determine the effectiveness of the corrective action. The Lessor at no additional cost to VA shall provide all corrective actions, tenant relocation, and follow-up measurements. The Lessor shall provide VA with prior written notice of any proposed corrective action or tenant relocation.

A. Initial Testing:

1. The Lessor shall:
  - a. Test for radon that portion of Space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (Space on the third or higher floor above grade need not be measured);
  - b. Report the results to the LCO upon award; and
  - c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the GSA action levels.
2. Testing sequence. The Lessor shall measure radon by the standard test in sub-paragraph D.1, completing the test not later than 150 days after award, unless the LCO decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in sub-paragraph D.2.
  3. If the Space offered for Lease to the Government is in a Building under construction or proposed for construction, the Lessor, if possible, shall perform the standard test during buildout before Government occupancy of the Space. If the LCO decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

B. Corrective Action Program:

1. Program Initiation and Procedures.
  - a. If either the Government or the Lessor detects radon at or above the GSA action levels at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the GSA action levels before Government occupancy.
  - b. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the GSA action levels.
  - c. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the GSA action levels and certifies the Space for re-occupancy.
  - d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in Building condition or operation which would affect the program or increase the radon concentration to or above the GSA action levels.
2. The Lessor shall perform the standard test in sub-paragraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph D.2 to determine whether the Space may be occupied but shall begin the standard test concurrently with the short test.
3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the GSA action levels, the Government may implement a corrective action program and deduct its costs from the rent.

C. Testing Procedures:

1. Standard Test. Place alpha track detectors throughout the required area for 91 or more days so that each covers no more than 2,000 ABOA SF. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. Short Test. Place alpha track detectors for at least 14 days, or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ABOA SF, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

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

- A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.
- C. Two water samples constituting a sampling pair shall be taken from the same location for quality control. They shall be obtained inside the building and as near the non-public water source as is practical, in accordance with EPA's Radon in Water Sampling Program Manual.
- D. An analysis of water samples for radon must be performed by a laboratory that uses the analytical procedures as described in EPA's Two Test Procedures For Radon in Drinking Water.
- E. The Lessor shall perform the necessary radon testing and submit a lab test and a certification to the Contracting Officer before VA occupies the space.
- F. If the EPA action level is reached or exceeded, the Lessor shall institute abatement methods which reduce the radon to below the EPA action level, such as aeration, prior to occupancy by VA.

**POTABLE WATER QUALITY**

- G. Potable water provided to VA from municipal or community water systems shall meet EPA and/or state standards for contaminants. //For existing buildings, Lessor will repair or replace existing plumbing that is shown to increase the contaminants in municipal or community supplied water to levels that exceed EPA and/or state requirements.//
- H. If potable water does not meet EPA and/or state standards, Lessor shall take action necessary to reduce contamination to acceptable levels. Lessor shall test potable water periodically to ensure that it continues to meet EPA and state standards. Lessor shall provide bottled water at his/her expense at any time contaminant levels exceed EPA and/or state requirements. If potable water does not meet EPA and/or state standards, Lessor shall take action necessary to reduce contamination to acceptable levels.
- I. //Potable water provided to VA from on site wells or other non-municipal sources shall meet minimal EPA and/or state standards for contaminants.//

**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 (OCT 2016)**

- A. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.
- B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.
- C. Following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall immediately repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. The Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001). Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.
- 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.

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

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

**6.28 FLAG DISPLAY (OCT 2016)**

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 Lessor shall display the Flags of the United States of America, and the Flag for MIA's at all times in accordance with the U.S. Department of Veterans Affairs Guidelines for the displaying of the U.S. Flag. The Lessor shall refer to [HTTPS://WWW.VA.GOV/OPA/PUBLICATIONS/CELEBRATE/FLAGDISPLAY.PDF](https://www.va.gov/OPA/PUBLICATIONS/CELEBRATE/FLAGDISPLAY.PDF). The Government will provide instructions when flags shall be flown at half-staff.

---

**SECTION 7    ADDITIONAL TERMS AND CONDITIONS**

---

**7.1    SECURITY REQUIREMENTS (OCT 2016)**

VA Community Based Outpatient Clinics shall have Physical Security features that meet VA Physical Security Design Manual for VA Facilities, "Life Safety Protected Facility".

[HTTP://WWW.CFM.VA.GOV/TIL/PHYSICALSECURITY/DMPHYSECLS.PDF](http://www.cfm.va.gov/til/physicalsecurity/dmpHYSECLS.pdf). (See exhibit B for further requirements)

DRAFT

**7.2 MODIFIED LEASE PARAGRAPHS (OCT 2016)**

The following paragraphs have been modified in this Lease:

- Section 3
- Section 4
- Section 5
- Section 6

DRAFT