

LEASE NO. 36C24918L0010Global Lease
Form L100 (10/2017)

INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (Lease Form L201C, hereinafter Lease Form). Upon selection for award, VA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (Lease Proposal Form 1364C, 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), 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 Department of Veteran Affairs (VA), upon the terms and conditions set forth herein.

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

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

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

LEASE TERM

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

20 years, Ten (10) years firm, Ten (10) years non-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 Veteran Affairs
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

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

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

- A. Office and Related Space: _____ Net Usable Square Feet (NSUF) of Medical/Clinical and related Space located on the _____ floor(s) and known as Suite(s) _____, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as _____. This factor, which represents the conversion from NUSF to rentable square feet, carried to nine (9) decimal places, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.
- C. PARAGRAPH INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

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

- A. Parking: _____ parking spaces, of which _____ shall be structured/inside parking spaces, and _____ shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2017)

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$XXX,XXX.XX	\$XXX,XXX.XX
OPERATING COSTS ²	\$ XXX,XXX.XX	\$ XXX,XXX.XX
TOTAL ANNUAL RENT	\$XXX,XXX.XX	\$XXX,XXX.XX
TENANT IMPROVEMENTS ³	\$ XXX,XXX.XX	

¹Shell 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

²Operating Costs rent calculation: \$XX per NUSF multiplied by the NUSF stated under Paragraph 1.01

³Tenant Improvements not to exceed \$XX to be paid as lump sum payment on acceptance in accordance with payment provisions of General Clauses.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 25,000 NUSF based upon the methodology outlined under the "Payment" clause of Form 3517.
- C. Parking shall be provided at no additional cost.
- D. PARAGRAPH INTENTIONALLY DELETED
- E. 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.
- F. 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.
- G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

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

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

H. PARAGRAPH INTENTIONALLY DELETED

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS AFTER 10 YEARS

Termination Right after 10 years. Notwithstanding anything to the contrary contained in this Lease, after completion of Year 10 of the lease term, the Government may terminate this Lease, in whole or in part, at any time by giving at least ninety (90) days written notice to the lessor, for any reason or no reason whatsoever. The effective date of such termination shall be the first calendar day occurring after such ninety (90) days. If this contract is terminated, the Government shall be liable only for rent payments due and owing to the Lessor prior to, but not including, the effective date of termination, and any unpaid tenant improvement costs identified in the Lease

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2017)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
AGENCY SPECIFIC REQUIREMENTS	11	A
FORM 3517B GENERAL CLAUSES	17	B
FORM 3518, REPRESENTATIONS AND CERTIFICATIONS & ADDENDUM	9	C
DOL WAGE DETERMINATION	6	D
TI PRICE LIST (MASTERFORMAT TICS TABLE)	EXCEL FILE	E
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT		F
DESIGN SCHEMATICS		G
PARKING PLAN		H
SMALL BUSINESS SUBCONTRACTING PLAN		I

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Lessor has agreed to total TI pricing not to exceed \$_____ based on the Agency Specific Requirements, (Exhibit A), and Design Schematics, (Exhibit G).

B. PARAGRAPH INTENTIONALLY DELETED

C. PARAGRAPH INTENTIONALLY DELETED

D. PARAGRAPH INTENTIONALLY DELETED

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

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

	INITIAL BUILD-OUT	
ARCHITECT/ENGINEER FEES (\$ PER NUSF OR % OF TI CONSTRUCTION COSTS)	\$	OR %
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)		%

1.10 INTENTIONALLY DELETED

1.11 INTENTIONALLY DELETED**1.12 INTENTIONALLY DELETED****1.13 INTENTIONALLY DELETED****1.14 INTENTIONALLY DELETED****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 \$_____ per NUSF of Space vacated by the Government.

1.16 INTENTIONALLY DELETED**1.17 24-HOUR HVAC REQUIREMENT (OCT 2016)**

XX NUSF of the Space shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The temperature of this room shall be maintained at 70 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

The 24 hour cooling service shall be provided by the Lessor for the area receiving the 24-hour cooling and is not to be included in the monthly operating costs. Also, the hourly overtime HVAC rate specified under the paragraph "Hourly Overtime HVAC Rates" shall not apply to any portion of the Premises that is required to have 24 hour cooling.

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.

1.20 LESSOR'S DUNS NUMBER (OCT 2017)

Lessor's Dun & Bradstreet DUNS Number: _____.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 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. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. PARAGRAPH INTENTIONALLY DELETED
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. PARAGRAPH INTENTIONALLY DELETED
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the NUSF to determine the RSF for the leased Space. The CAF is expressed as the difference between the amount of rentable SF and NUSF, divided by the NUSF, carried to nine (9) decimal places. For example 11,500 RSF and 10,000 NUSF will have a CAF of 0.150000000 [(11,500 RSF-10,000 NUSF)/10,000 NUSF].
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- 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. Federal Holidays. Federal law (5 U.S.C. 6103) establishes the following public holidays for Federal employees: New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. Please note that most Federal employees work on a Monday through Friday schedule. For these employees, when a holiday falls on a nonworkday -- Saturday or Sunday -- the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday)].
- K. 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.
- L. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- M. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.
- N. Lease Award Date. The Lease Award Date means the date of execution of the Lease by the LCO and the mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror (and on which the parties' obligations under the Lease begin).
- O. Net Usable Square Feet. For the purposes of this Lease, Space shall be measured in Net Usable Square Feet (NUSF). That portion of rentable space that is available for a tenant's personnel, furnishings, and equipment, and includes the floor area of full-height columns and projections enclosing the structural elements of the building within the space. Net usable space is the area for which VA will pay a square foot rate. It is determined as follows:

If the space is on a single tenancy floor, compute the inside area by measuring between the inside finish of the permanent exterior building walls or from the face of the convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50% of the length of exterior walls.

If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of the fixed shared public corridor and shaft walls and/or the centerline of tenant-separating fixed wall partitions.

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

- Housekeeping closets not contained in programmed areas
- Public restrooms and lounges
- Building equipment and service areas
- Public corridors and entrance lobbies
- Vertical circulation (elevators, escalators, and stairs)

- P. 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.
- Q. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- R. 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: $\text{NUSF of Space} \times (1 + \text{CAF}) = \text{RSF}$.
- S. 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.
- T. PARAGRAPH INTENTIONALLY DELETED
- U. VAAR. All references to the VAAR shall be understood to mean the Veterans Administration Acquisition Regulation, codified in 38 U.S.C. §501, §8127, §8128, and §8151-8153; 40 U.S.C. §121©; and 48 CFR 1.301-1.304.
- V. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 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.

2.03 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 by the LCO. The VAAR clause, 852.232-72, Electronic Submission of Payment Requests, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease.
- B. Orders for alterations or tenant improvements shall only be approved and placed by a VA Warranted Contracting Officer.
- C. PARAGRAPH INTENTIONALLY DELETED

2.04 WAIVER OF RESTORATION (OCT 2016)

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

2.05 INTENTIONALLY DELETED

2.06 CHANGE OF OWNERSHIP (OCT 2017)

- 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) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.

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.

2.07 INTENTIONALLY DELETED

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

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 NUSF of operating expenses not required to maintain the Space.

C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 INTENTIONALLY DELETED

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 10 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 INTENTIONALLY DELETED

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (OCT 2016)

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](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

3.02 WORK PERFORMANCE (JUN 2012)

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

3.03 ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (OCT 2017)

- A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease.
- B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT to determine whether any of these criteria are applicable for a product category.
- 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.

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

- A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.05 CONSTRUCTION WASTE MANAGEMENT (OCT 2017)

- 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. **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.

C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs, carpet, carpet backing, and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.

D. 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.

E. 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.

F. 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.

3.06 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.

3.07 ADHESIVES AND SEALANTS (OCT 2017)

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 at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement), as well as the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.08 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, 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 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.

3.09 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, analyses, calculations, sample boards, and specifications in accordance with professional standard practices and VA criteria. VA criteria may be found in the VA's Technical Information Library (TIL) located at: [HTTPS://WWW.CFM.VA.GOV/TIL/INDEX.ASP](https://www.cfm.va.gov/til/index.asp). 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. The Lessor shall provide three (3) design progress submittals for review by the VA, which shall include Design Intent Drawings (DIDs), Design Development (DD, approximately 60%) and Construction Documents (CDs, approximately 95%). The Lessor shall also submit Final 100% CDs prior to construction and as-builts within 10 working days of construction completion.

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

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

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

E. Drawings and related data shall be prepared in accordance with the NationalCAD 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 ([HTTPS://WWW.CFM.VA.GOV/TIL/PROJREQ.ASP](https://www.cfm.va.gov/til/projreq.asp).)

F. The Lessor shall provide design submittals in the formats below:

1. Drawings: Provide one (1) full size (30" by 42") and one (1) half size (15" by 21") hardcopy sets, provide electronic submissions in both Adobe PDF and AutoCAD 2016 formats. Each set of hardcopy prints shall be bound.
2. Specifications, Narratives, and Calculations: Provide electronic submissions in both Microsoft Word or Adobe PDF formats.
3. Electronic Materials: Shall be submitted on CD-ROM or DVD and all files Bookmarked and/or Indexed.

3.10 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

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

3.11 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.
- B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.12 MEANS OF EGRESS (MAY 2015)

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, and the Department of Veterans Affairs Fire Protection Design Manual (copy available at: [HTTPS://WWW.CFM.VA.GOV/TIL/DMANUAL/DMFIRE.PDF](https://www.cfm.va.gov/til/dmanual/dmfire.pdf)). To the extent to which the requirements in the preceding sentence conflict, the more stringent shall apply.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC, and the Department of Veterans Affairs Fire Protection Design Manual (copy available at: [HTTPS://WWW.CFM.VA.GOV/TIL/DMANUAL/DMFIRE.PDF](https://www.cfm.va.gov/til/dmanual/dmfire.pdf)). To the extent to which the requirements in the preceding sentence conflict, the more stringent shall apply.

3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

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

B. For Buildings in which any portion of the Space is occupied by the Government the space shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is occupied by the Government, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more NUSF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of the Department of Veterans Affairs Fire Protection Design Manual (copy available at: [HTTPS://WWW.CFM.VA.GOV/TIL/DMANUAL/DMFIRE.PDF](https://www.cfm.va.gov/til/dmanual/dmfire.pdf)) and NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation. To the extent to which the requirements in the preceding sentence conflict, the more stringent shall apply.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of the Department of Veterans Affairs Fire Protection Design Manual (copy available at: [HTTPS://WWW.CFM.VA.GOV/TIL/DMANUAL/DMFIRE.PDF](https://www.cfm.va.gov/til/dmanual/dmfire.pdf)) and NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date). To the extent to which the requirements in the preceding sentence conflict, the more stringent shall apply.

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

3.14 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is occupied by the Government.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code and the Department of Veterans Affairs Fire Protection Design Manual (copy available at: [HTTPS://WWW.CFM.VA.GOV/TIL/DMANUAL/DMFIRE.PDF](https://www.cfm.va.gov/til/dmanual/dmfire.pdf)), that was in effect on the actual date of installation. To the extent to which the requirements in the preceding sentence conflict, the more stringent shall apply.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code and the Department of Veterans Affairs Fire Protection Design Manual (copy available at: [HTTPS://WWW.CFM.VA.GOV/TIL/DMANUAL/DMFIRE.PDF](https://www.cfm.va.gov/til/dmanual/dmfire.pdf)), (current as of the Lease Award Date). To the extent to which the requirements in the preceding sentence conflict, the more stringent shall apply.

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 and the Department of Veterans Affairs Fire Protection Design Manual (copy available at: [HTTPS://WWW.CFM.VA.GOV/TIL/DMANUAL/DMFIRE.PDF](https://www.cfm.va.gov/til/dmanual/dmfire.pdf)), (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space. To the extent to which the requirements in the preceding sentence conflict, the more stringent shall apply.

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 a minimum of two (2) elevators for VA use in all multi-story buildings or in space offered above ground, to provide for full access. One elevator shall be a passenger elevator, the second shall be a service elevator. 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. The entrance openings for passenger and service elevator doors shall be 48 inches wide by 84 inches high. Doors shall be single-speed center opening, or two-speed side slide. When a freight elevator is required by the Government, it shall be accessible to the loading areas. Passenger and service elevators platforms and entrance doors shall be of size and configuration specified to accommodate VA or ambulance gurneys. Passenger elevator shall be minimum 4,000 pound capacity with 8'-0" wide by 6'-2" deep platform. Service elevator shall be minimum 4,000 pound capacity with 6'-0" wide by 8'-8" deep platform. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

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

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week. The Lessor shall provide an autodial system with hands free operation which is activated by the emergency alarm switch or call button in main and auxiliary control panels. The system shall be designed to communicate to a location in the building staffed during all working hours, such as the security office or telephone operator. After working hours, the autodial system shall rollover to an emergency number.

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. The floor covering in the car shall be a non-slip, firm surface which permits easy movement of wheelchairs. Carpet of any kind is not acceptable.

3.17 BUILDING DIRECTORY (APR 2011)

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

3.18 FLAGPOLE (SEP 2013)

A flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America and Prisoner of War (POW) flag will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear. The Flagpole must extend at least 30 feet above the ground. Exterior lighting (two each light fixtures spaced a minimum of 20 feet apart, mounted on the building or at grade) shall be provided to illuminate the flags at night. Automatic switching for light fixtures shall be provided.

3.19 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.

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 the VA Barrier Free Design Standard (available at: [HTTPS://WWW.CFM.VA.GOV/TIL/ETC/DSBARRFREE.PDF](https://www.cfm.va.gov/til/etc/dsbarrfree.pdf)), together with local accessibility requirements. To the extent the standard referenced in the preceding sentences conflict, the more stringent shall apply.

3.21 CEILINGS (OCT 2017)

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

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

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.

2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or an equivalent pre-approved by the LCO. Newly installed tiles or panels shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement).

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.

F. Acoustical units shall be mineral fiber units that provide a noise reduction coefficient (NRC) of at least 0.55 and a ceiling attenuation class (CAC) rating of at least 33. Provide units with manufacturer's standard white painted finish, except provide membrane faced (mylar) units in locations scheduled for non-absorbent, scrubbable finish. Ceiling units shall have a flame-spread of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

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. This does not include suite entry or interior doors specific to TIs.
- B. Exterior doors shall be weather tight and shall be sliding or swinging. Main Entry Doors shall include Automatic Door Operators. 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 42" clear wide x 84" high. Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.
- C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry and security vision panels.

3.23 DOORS: IDENTIFICATION (APR 2011)

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

3.24 WINDOWS (APR 2011)

- A. Space shall have windows in each exterior bay unless waived by the LCO.
- B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building. Lessor shall provide fenestration (windows) consisting of fixed windows, or glazed storefront or curtain wall, including glazed entrance systems, consistent with the overall design concept. Size windows and select glazing and frame materials to meet the overall building envelope performance and sustainability requirements.
- C. Windows in examination and treatment rooms shall be designed to maintain patient privacy. Use clerestory windows, patterned or obscured glazing, or other methods as appropriate. Glaze windows occurring in security exam rooms or security holding room with 7/16" thick laminated glass. Provide laminated glass for interior panes of double-glazed windows in these rooms. Windows shall comply with Security requirements.

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

3.26 PARTITIONS: PERMANENT (APR 2015)

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

3.27 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 (JUN 2012)

- A. Prior to occupancy, all restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) 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. 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, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.33 BUILDING SYSTEMS (APR 2011)

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

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

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

3.35 INTENTIONALLY DELETED

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

3.37 DRINKING FOUNTAINS (OCT 2016)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. Municipal or public water systems are required to meet this same standard. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

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 NUSF, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

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

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

C.

D. 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.
10. Foaming hand sanitizer dispenser.
11. A baby changing station.

3.39 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)

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.

Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

3.40 JANITOR CLOSETS (SEP 2015)

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

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

A. The Lessor shall provide HVAC systems complying with the latest edition of the VA HVAC Design Manual located at [HTTPS://WWW.CFM.VA.GOV/TILDMANUAL/DMHVAC.PDF](https://www.cfm.va.gov/tildmanual/dmHVAC.pdf). Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease. 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. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

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

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

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

F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

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

H. INTENTIONALLY DELETED

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 the VA Telecommunications and Special Telecommunications Systems Design Manual located at [HTTPS://WWW.CFM.VA.GOV/TILDMANUAL/DMTELECOMM.PDF](https://www.cfm.va.gov/tildmanual/dmTELECOMM.pdf).

B. The TER space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets 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/TILDMANUAL/DMTELECOMM.PDF](http://www.cfm.va.gov/tildmanual/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 or access to equipment cabinet(s) front, side, or rear. The floor area occupied by the column shall not be counted as a part of a room's minimum usable square foot requirement.
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. No pipe or duct system foreign to the telecommunications installation shall enter or pass through a room. The Lessor shall ensure that foreign piping such as water pipes, steam pipes, medical gas pipes, soil pipes, sanitary drains, storm drains, HVAC ducts, and other unrelated systems utilize for containing liquids, or gases are not installed or pass through rooms. Sprinkler piping serving only telecommunications spaces are not considered foreign to the telecommunications space 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 such a distance as will reduce interference to less than 3.0V/M through the frequency spectrum. Special attention shall be paid to EMI from electrical power supplies, transformers, motors, generators, x-ray equipment, radio transmitters, and induction heating devices.
6. Rooms shall be located so as 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 that limits 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 ¾" fire retardant plywood.
9. Design conditions shall be 75 degrees Fahrenheit (F) (24 degrees Celcius (C)) dry bulb temperature cooling, 65 degrees F (18 degrees 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.

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. The telecommunications closet shall have an independent air conditioner and be able to maintain the room at 70 degrees F (21.1 degrees C).

F. Typical data telecommunications outlets includes 2 Category 6 cables, 2 Category 6 Jacks, and 1 - 4 Port Flush Mount Faceplate. In some locations designated 3 cables and jacks will be required. Data jacks should be RJ-45. Cable and jack colors: Jack A-Blue, Jack B-Red, Jack C-Yellow, Jack C is only needed if a analog phone line is required in that area. These are used for fax and designated phone line.

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)

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

B. LIGHTING LEVELS: The Lessor shall provide lighting levels 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).

C. POWER DENSITY:

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

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

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

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

F. BUILDING PERIMETER:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 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.

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

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

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

3.45 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 design with the design submittal. Include test reports for designs or systems to be used, as necessary. Construct partition, ceiling, and floor systems to provide necessary performance. Special attention shall be given to prevent possible flanking paths for noise transmission

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](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 and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

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:

Conference rooms: NIC 40

Offices: NIC 35

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

3.46 INTENTIONALLY DELETED

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

A. The tenant Space must meet the requirements of Green Globes® SI at the One Green Globes level, at a minimum. The Lessor, at the Lessor's expense, shall obtain certification from the GBI (for Green Globes®) within 9 months of occupancy. For requirements to achieve certification, Lessor must refer to latest version at the time of submittal of the Green Globes® SI 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 of all documentation submitted to the GBI. Acceptable file format is Adobe PDF copied to disk 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.

B. Prior to the end of the first 9 months of occupancy, if the Lessor fails to achieve Green Globes® certification, the Government may assist the Lessor in implementing a corrective action program to achieve Green Globes® 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 Green Globes® SI 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 2017)

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. 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.

D. 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.

E. 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.

F. 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)

A. The Lessor shall provide Commissioning in accordance with VA Whole Building Commissioning Process Manual [HTTP://WWW.CFM.VA.GOV/TIL/CXRCX/CXMANUAL.PDF](http://www.cfm.va.gov/til/cxrcx/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.

B. The commissioning shall cover 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

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. 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. VA is responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party.

B. 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.

C. 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. VA'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

4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2017)

Construction of TIs and completion of other required construction work: The Lessor shall complete all work as required in this Lease not later than 120 Calendar 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 VA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than 10 Calendar Days following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (VA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. 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 10 Calendar Days of the Government's request.

B. DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:

Level 1:

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

Level 2 (reimbursable):

After Lease Award, the Government may request the Lessor to submit a separate price proposal to provide Level 2 DIDs in addition to the Level 1 DIDs which are already priced as part of the shell rent. If requested, Level 2 DIDs must include the following Level 2 elements:

1. Reflected Ceiling Plan;
2. Interior Elevations;
3. Interior Sections;
4. Partition Type/ Section Plan; and
5. Door/Hardware Schedule

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

D. The Lessor's preparation and submission of construction documents (CDs): The lessor as part of the TI must complete DD (approximately 60%) and CD (approximately 95% and Final) submittals. Design review submittals for DD and CD shall comply with VA PG-18-15, Volume C except as altered in the lease. PG-18-15, Volume C can be obtained at <https://www.cfm.va.gov/ti/aeDesSubReq.asp>. If during the preparation of the DDs and/or CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify VA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 10 Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies). Submittals shall be provided to the VA by the time periods indicated below:

1. DD Submittal: 15 working days after DID approval
2. CD (95%) Submittal: 15 working days after DD approval
3. CD (Final 100%) Submittal: 10 working days after CD (95%) approval

E. Government review of Design Submittals: The Government shall have 10 Calendar Days to review Design Submittals. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. PARAGRAPH INTENTIONALLY DELETED

G. PARAGRAPH INTENTIONALLY DELETED

H. PARAGRAPH INTENTIONALLY DELETED

I. PARAGRAPH INTENTIONALLY DELETED

J. PARAGRAPH INTENTIONALLY DELETED

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

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

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (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 shall be clearly identified and excluded from the TI price proposal.

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 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, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

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

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

4.04 INTENTIONALLY DELETED

4.05 GREEN LEASE SUBMITTALS (OCT 2017)

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. 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.
- 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 Green Procurement Compilation list of acceptable products in accordance with the "Environmentally Preferable Product Requirements" paragraph in the Lease.
- E. INTENTIONALLY DELETED
- 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.

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 10 Calendar Days of issuance of the NTP. Within 10 Calendar Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.07 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of 7 Calendar Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.08 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.

4.09 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)

A. Ten (10) Calendar Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.10 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total NUSF in the Space. The rent for the Space will be adjusted based upon the measured NUSF 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, and reconciliation of the annual rent shall be memorialized by Lease Amendment.

4.11 AS-BUILT DRAWINGS (OCT 2017)

Not later than 14 Calendar 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 in a digital format. 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 VA equipment, if requested by the LCO.

4.12 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 \$610.00 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.

4.13 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 Lessor's registered civil or structural engineer shall perform special inspections to meet the requirements of Chapter 17 of the International Building Code (IBC).

C. 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.

4.14 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

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

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

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

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

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (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 as TIs within this Section 5 shall be deemed to be TI costs.

5.02 INTENTIONALLY DELETED

5.03 FINISH SELECTIONS (SEP 2015)

The Lessor shall provide Interior Finishes in accordance with the latest edition of VA Program Guide PG-18-14, VA Standards for Construction, Room Finishes, Door and Hardware Schedule, unless otherwise specified in the Agency Special Requirements. 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. VA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by VA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government. All window blinds shall be intergrated with window framing systems and not be external to the inside of the window.

B. INTENTIONALLY DELETED

5.05 DOORS: SUITE ENTRY (SEP 2013)

Suite Entry Doors, if required, shall include Automatic Door Operators, shall be provided as part of the TIs and shall have a minimum clear opening of 42" wide x 84" 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. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

5.06 DOORS: INTERIOR (SEP 2013)

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 oilbased paint with no formaldehyde.

5.07 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. Exam, consult, and exam room toilet rooms shall also have keyed locks. 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 BEST Cormax system, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.08 DOORS: IDENTIFICATION (JUN 2012)

Special door identification for handicapped accessibility and hazard warning signs shall be installed at all necessary doors. The forms and locations of door identification must comply with the VA Signage Design Guide which may be found at <http://www.cfm.va.gov/til/spclRqmts.asp#SIGN>. 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.

5.09 PARTITIONS: SUBDIVIDING (SEP 2013)

- A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).
- B. The sound resistant enclosures (partitions, doors, duct system) of the following spaces shall be designed and constructed to a minimum Sound Transmission Class (STC) rating of 45: A/C and other mechanical rooms, emergency generator rooms, multipurpose rooms, Mental Health Group Therapy rooms, and Shared Medical Appointment Rooms.
- C. The sound resistant enclosures of the following spaces shall be designed to assure speech privacy and achieve an STC rating of 40: conference rooms, consultation rooms, examination and treatment rooms, offices, tele-health rooms, tele-retinal rooms telemental health rooms, Behavioral Health Testing rooms, laboratory, blood specimen collection, and VA Police operations.
- D. Non-bearing interior partitions shall be capable of supporting equipment and furnishings specified for the clinic. For interior partition framing use minimum 3-5/8 inch, 20-gauge, galvanized metal studs ASTM C645 with fasteners and accessories complying with ASTM C754. Stud spacing shall be 16-inches on center maximum. For special requirements, use other sizes or systems as appropriate. Where pipe spaces are required, size partition framing thickness to conceal piping. Installation of metal studs shall comply with ASTM C754. Provide support required for equipment, furnishings, and work of other trades.
- E. Use 5/8-inch thick gypsum wallboard ASTM C1396, except for special conditions. Use fire resistant Type X or Type C wallboard ASTM C1396 in fire resistant rated assemblies. Use moisture resistant wallboard ASTM C620 at wet locations. Provide accessories, fasteners, and finishing materials in accordance with ASTM C1047, C1002, and C840. Install and finish gypsum wallboard in accordance with ASTM C840. Use Level 4 finish for all occupied areas with paint finish. Provide Level 4 finish for surfaces to receive Type I vinyl wall coverings or ceramic tile. Provide Level 3 finish for surfaces to receive Type II vinyl wall coverings. Provide Level 2 finish in rooms or spaces or which no decorative finish is specified in Schedule E.
- F. Provide fire and/or smoke rated partitions that comply with published UL, FM Global, or IBC designs.
- G. Extend all layers of gypsum board, on both sides of studs, from floor to underside of structure above on the following partitions:
 - Fire rated partitions
 - Security partitions
 - Sound rated partitions
 - Corridor partitions as required by building code
- H. In other locations, extend gypsum board from floor to heights as follows:
 - Not less than 4 inches [101.6 mm] above suspended acoustical ceilings
 - At ceiling of suspended gypsum board ceilings
- I. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
- J. 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.
- K. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

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. Wall finishes within the Government-occupied area shall be in accordance with VA Program Guide (PG) 18-14 Room Finishes, Door, & Hardware schedule except when noted otherwise.

5.11 PAINTING – TI (OCT 2017)

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. Painting shall be in accordance with VA Master Specification 09 10 00, Painting. Apply paint in three coats: prime, body, and finish. When two coats applied to prime coat are the same, the first coat applied over primer is body coat and the second coat is the finish coat. Apply each coat evenly and cover substrate completely. Finish surfaces to show solid even color, free from runs, lumps, brushmarks, laps, holidays, or other defects.

B. The Lessor shall provide interior paints, primers, coatings, stains, and sealers that meet or are equivalent to the Green Seal GS-11 standard that incorporates environmental, health, and performance criteria.

C. The Lessor shall 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 (OCT 2017)

A. Flooring materials within the Government-occupied area shall be in accordance with VA Program Guide (PG) 18-14 Room Finishes, Door, & Hardware schedule except when noted otherwise. Exam, treatment, utility, and other room floors shall be Luxury Vinyl Tile (LVT) in lieu of the Vinyl Composite Flooring specified in PG 18-14. Flooring in corridors and select common areas shall be plank style LVT. High quality commercial tile carpeting with high Noise reduction coefficients and impact insulation classification shall be used in team areas and offices. Conference and group rooms shall be either LVT or high quality carpeting, which will be determined during design.

B. Unless other material is scheduled for a room or area, perimeter base shall be rubber or vinyl complying with ASTM F1861. Base shall be 1/8-inch thick, 4 inches high with molded top. Style B (cove) shall be used throughout.

C. PARAGRAPH INTENTIONALLY DELETED

D. PARAGRAPH INTENTIONALLY DELETED

5.13 HEATING AND AIR CONDITIONING (JUN 2012)

The Lessor shall provide HVAC systems complying with the latest edition of the VA HVAC Design Manual located at [HTTPS://WWW.CFM.VA.GOV/TIL/DMANUAL/DMHVAC.PDF](https://www.cfm.va.gov/til/dmanual/dmhvac.pdf). 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.

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. The design and construction shall comply with the VA Electrical Design Manual located at [HTTPS://WWW.CFM.VA.GOV/TIL/DMANUAL/DMELEC.PDF](https://www.cfm.va.gov/til/dmanual/dmelec.pdf).

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.

D. The Lessor shall erect an external concrete pad and all required electrical hookups to accommodate an external generator to the building in case of extended power outage to the site.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

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 the VA Telecommunications and Special Telecommunications Systems Design Manual located at [HTTPS://WWW.CFM.VA.GOV/TIL/DMANUAL/DMTELECOMM.PDF](https://www.cfm.va.gov/til/dmanual/dmtelecomm.pdf). Typical data telecommunications outlets includes 2 Category 6 cables, 2 Category 6 Jacks, and 1 - 4 Port Flush Mount Faceplate. In some location designated 3 cables and jacks will be required. Data jacks should be RJ-45. Cable and jack colors: Jack A-Blue, Jack B-Red, Jack C-Yellow, Jack C is only needed if a analog phone line is required in that area. These are used for fax and designated phone line.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

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

5.17 DATA DISTRIBUTION (JUN 2012)

The Lessor shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations 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 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 electrical and data service to Government provided modular or systems furniture. The lessor shall provide electrical wiring, data cabling, and outlets necessary to provide sufficient service to each workstation, including equipment only locations (i.e. print, copy, and fax workstations). The lessor shall provide and install data and power poles if necessary for the layout.

B. The Lessor 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 with the VA and performed in conjunction with the furniture installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

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

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

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

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

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

5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

If the building does not have a suitable fire sprinkler system, an automatic sprinkler systems shall be installed as part of the TIs. Installation shall comply with NFPA 13 and the VA Fire Protection Design Manual, [HTTPS://WWW.CFM.VA.GOV/TIL/DMANUAL/DMFIRE.PDF](https://www.cfm.va.gov/til/dmanual/dmfire.pdf). Provide a standpipe system as required by locally adopted codes and standards, NFPA 45, NFPA 1, or NFPA 101.

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

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

A. The Government's normal hours of operations are established as 6 AM to 8 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

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

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration. This includes but is not limited to; water, electricity, gas, sanitary waste/sewer, cable or satellite television service.

6.03 INTENTIONALLY DELETED

6.04 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)

6.05 HEATING AND AIR CONDITIONING (OCT 2017)

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** NUSF 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 temperature of this room shall be maintained at 70 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

6.06 INTENTIONALLY DELETED

6.07 JANITORIAL SERVICES (JUN 2012)

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

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending

machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space. Maintain and refill as necessary, all consumables.

- B. Three times a week. Sweep or vacuum stairs.
- C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.
- E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
- F. Four times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
- G. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas. No-Wax LVT excluded.
- H. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- I. Every two years. Shampoo carpets in all offices and other non-public areas.
- J. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- K. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the VA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.08 SELECTION OF CLEANING PRODUCTS (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.

6.09 SELECTION OF PAPER PRODUCTS (APR 2015)

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

6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, local time, 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 shall 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. Reports will be required from the Lessor at regular intervals as specified by NFPA 25.

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 **5** years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every 10 years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

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

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

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

6.15 IDENTITY VERIFICATION OF PERSONNEL (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 VA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with VA 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 VA 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 VA 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 VA 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 VA 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 calendar 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 INTENTIONALLY DELETED

6.22 INDOOR AIR QUALITY (OCT 2016)

A. 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 (CO₂), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm²; mold (see paragraph entitled "Mold"); CO 9 ppm; CO₂ 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. 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.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

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

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

E. The Lessor shall provide to the Government 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.

F. 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 is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the VA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

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

B. Initial Testing:

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

C. Corrective Action Program:

1. Program Initiation and Procedures.
 - a. If either the Government or the Lessor detects radon at or above the VA action levels at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the VA action levels before Government occupancy.

b. If either the Government or the Lessor detects a radon concentration at or above the VA 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 VA action levels.

c. If either the Government or the Lessor detects a radon concentration at or above the VA 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 VA 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 VA 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 VA action levels, the Government may implement a corrective action program and deduct its costs from the rent.

D. Testing Procedures:

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

2. **Short Test.** Place alpha track detectors for at least 14 days, or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 NUSF 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 INTENTIONALLY DELETED

6.25 HAZARDOUS MATERIALS (SEP 2013)

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

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

6.26 MOLD (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)

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 register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2016)

- A. 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).
- B. The Lessor shall provide a level of security which is reasonably deters unauthorized entry to the space leased during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security camera's and lighting are not obstructed.
- C. Lessor shall provide Security Systems to include Intrusion Detection System (IDS), Physical Access Control System (PACS), Security Surveillance (SSTV), Nurse Call, and Public Address Improvements. Systems shall be designed and install in accordance with VA Design Manuals, VA Master Construction Specifications, and VA Handbook 0730/4 Security and Law Enforcement. [HTTPS://WWW.VA.GOV/VAPUBS/SEARCH_ACTION.CFM?FORMNO=730&SORTBY=PUB_TYPE_DESC](https://WWW.VA.GOV/VAPUBS/SEARCH_ACTION.CFM?FORMNO=730&SORTBY=PUB_TYPE_DESC).
- D. Physical Access Control System: Compliance with Federal Standards. New installations or retrofitted access control systems will be compliant with technology described in Federal Information Processing Standard (FIPS) Publication 201, Personal Identity Verification of Federal Employees and Contractors, and the document "PACS Implementation Guidance, Version 2.2 (July 30, 2004), published by the Physical Access Interagency Interoperability Working Group of the GSA Government Smart Card Interagency Advisory Board. This requires that such systems will meet the ISO/IEC 14443 a, Parts 1-4 standard for contactless (proximity) card systems, or the ISO/IEC 7816 Standard for contact-type cards.
- E. Physical Access Control System (PACS): Shall include, but not be limited to: card readers, keypads, electromagnetic locks and strikes, and electronic security management system (SMS). PACS devices shall be used for the purpose of controlling access and monitoring building entrances, sensitive areas, mission critical asset areas, and alarm conditions from an access control perspective. This includes maintaining control over defined areas such as site access points, parking lot areas, building perimeter, and interior areas that are monitored from a centralized SCC located at American Lake. PACS shall be able to be fully integrated with other security subsystems using direct hardwire or computer interface.
- F. Security Surveillance Television (SSTV): Shall be provided to monitor building entrances, restricted areas, mission critical asset areas, and alarm conditions. SSTV system shall be used for surveillance and observations of defined exterior areas, such as site and roadway access points, parking lots, and building perimeter, and interior areas from a centralized police operations room or security control center. The design, installation, and use of SSTV cameras shall support the visual identification and surveillance of persons, vehicles, assets, incidents, and defined locations.
- G. The Intrusion Detection System (IDS): Shall include motion detection, glass break, and door contact sensors, among other devices. These devices provide alternative methods to detect actual or attempted intrusion into protected areas through the use of alarm components, monitoring, and reporting systems. The IDS shall have the capability of being integrated with PACS, and SSTV systems. All IDS shall meet UL 639 Intrusion Detection Standard. The IDS shall be used to monitor the site perimeter, building envelope and entrances, and interior building areas where access is restricted or controlled.
- H. Electronic Security Management System (SMS): The SMS shall allow the configuration of an enrollment and badging, alarm monitoring, administrative, asset management, digital video management, intrusion detection, visitor enrollment, remote access level management, and integrated security workstations or any combination thereof. Entry control software shall allow for programming of the PACS via a CPU. All software shall be updated per manufacturer's instructions. Network interface devices shall consist of all hardware and software required to allow for full interface with other security subsystems via a CPU.
- I. Police Operations Room and Holding Room: Police operations room shall be located on the first floor of the building adjacent to the highest potential trouble area, such as emergency or urgent care room, or lobby and shall be located to allow appropriate response and deployment to respond to a security related event. Holding room shall be located within or adjacent to the police operations room. When the police operations room is adjacent to or opens onto areas occupied by unscreened public, such as lobbies, emergency rooms, and public corridors, construction, including partitions from slab to slab, doors, windows, and other openings separating the unit from such spaces, shall be 1- hour fire resistive, UL level 3 ballistic-resistant. SSTV surveillance shall be provided of the entire room through an opening glazed with transparent polycarbonate in a steel frame firmly anchored to the wall.
- J. Provide nurse call system(s) as required: System(s) shall be as manufactured by Rauland Borg, General Electric, Simplex, or approved equivalent, as updated to most current technology or manufacturer.
- K. Holding Room: Construct walls for holding room from minimum 4-inch [101.6-mm] CMU or 7/8 inch [24.76-mm] PCP (Portland Cement plaster on high-rib lath). Design wall studs for plaster partitions for maximum deflection of 1/120 of the wall height. Studs shall be minimum 4-inch 0.059", 16-gauge. Ceiling shall be 5/8-inch [15.88 mm] GWB. Construct walls for holding room with 5/8-inch [15.88 mm] abuse-resistant GWB over security mesh on metal studs as specified for plaster finish. Metal lath or plaster base is unacceptable as security mesh. Security mesh shall be flattened, expanded metal manufactured from high strength, low alloy steel and shall conform to ASTM F 1267, Type 11, Class 1, Mill finish.
1. Mesh designation: 3/4 #13F
 2. Mesh Design Size: 0.923 x 2.10 inch
 3. Mesh Opening Size: 0.688 x 1.781 inch 13 meshes per foot, 74% open area
 4. Mesh Strand Width: 0.106 inch
 5. Mesh Strand Thickness: 0.078 inch
 6. Weight: 0.75 pounds per square foot
 7. Provide manufacturer's attachment clips and use recommended fasteners to secure mesh to wall framing.

L. Holding Room: The Holding Room should be contiguous with Security Operations Room and contain a shatterproof observation window in the door. The door shall open outward. The holding room shall not have exterior windows.

7.02 ORDER OF PRECEDENCE

Should any of the requirements referenced in 36C24918L0010 conflict with the requirements noted in the Agency Space Requirements or Additional Terms and Conditions, the Agency Space Requirements and Additional Terms and Conditions shall prevail.

7.03 VA FIRE PROTECTION DESIGN MANUAL, (<http://www.cfm.va.gov/til/dManual/dmfpfire.pdf>)

The Lessor agrees to the requirements of VA Fire Protection Design Manual. VA has adopted the National Fire Codes (NFC) published by the National Fire Protection Association (NFPA), which establish a minimum acceptable level of life safety and property protection. Life safety requirements are specifically addressed in the Life Safety Code, NFPA 101. Where conflicts exist between codes, the designer shall follow the code specified in the text under the subject section of this manual. Fire Protection design shall be based on the latest editions of the NFC at the Date of Award of the contract.

7.04 PG-18-13, VA BARRIER FREE DESIGN GUIDE, (<http://www.cfm.va.gov/til/dGuide/dgBarrFree.pdf>)

The Lessor agrees to the requirements of PG-18-13, VA Barrier Free Design Guide. This supplement to ABAAS tailors some of the requirements to better meet the barrier free needs of the Department of Veterans Affairs (VA) in its health care facilities.

7.05 VA HVAC DESIGN MANUAL (MARCH 2011), (<http://www.cfm.va.gov/til/dManual/dmMEhosp.pdf>)

The Lessor agrees to the requirements of VA HVAC Design Manual (March 2011).

7.06 PG-18-14, ROOM FINISHES, DOOR, & HARDWARE SCHEDULE, (<http://www.cfm.va.gov/til/room/RoomFinishes.pdf>)

The Lessor agrees to the requirements of PG-18-14, VA Room Finishes, Door, & Hardware Schedule. The Door, Hardware, and Finish Schedules in this Program Guide supersede all door width, hardware, and room finish criteria cited, unless explicitly directed otherwise by the VA.

Doors and Windows: Keying: All cylinders shall be keyed into the Louisville VA Medical Center's existing Best Cormax™ SFIC Great Grand Master Key System. Provide removable core cylinders that are removable only with a special key or tool without disassembly of knob or lockset. Cylinders shall be 7 pin type. Keying information shall be furnished at a later date by the Contracting Officer Representative (COR).

7.07 TELECOMMUNICATIONS: DISTRIBUTION & EQUIPMENT

A. Tenant Improvement Information about Workstation Outlets:

1. Owner supplied, combined Data (floor or wall) outlets (also called drops) shall be provided as required, within 36" of an existing Electrical Power outlet, located on the same wall. Workstation outlets, cables, etc., should be installed by Certified Communications Contractors to ensure the best value for both Owner and Tenant of spaces. All combined Data outlets (or drops) must be wired end-to-end in the VA's 568A configuration. See TIA/EIA 568B, 1 & 2, TIA/EIA 569B, TIA/EIA 606A, and ANSI/TIA/EIA 607A standards.

2. Combined Data outlet numbers-per-room, shall be dependent upon the space required to provide coverage. A 100 square ft-room shall receive two (2) combined Data outlets (or drops), a 150 square ft room shall receive four (4) combined Data drops, a 200 square ft room shall receive six (6) combined Data drops, etc. The Owner's Contractors shall meet with VAMC's COR (or designee) prior to starting to give the materials list and an architectural drawing showing the quantity and placement of these drops. This ensures the fewest safety issues with long cables, poor connectivity, etc. See TIA/EIA 568B, 1 & 2, TIA/EIA 569B, TIA/EIA 606A, and ANSI/TIA/EIA 607A standards.

3. ALL Data drops (or outlets) shall consist of three (3) each, Owner supplied, CAT6, CommScope Systimax ,or equivalent specifications combined Data drops (or workstation receptacles) on "home run-cables" terminated at the workstation end on Owner supplied, separate CAT6-RJ45 Jacks, with at least 12" of slack in the wall and a 15 ft service loop above the wall. The Owner's Contractor shall provide the VHA COR (or designee) test results (electronic format) for each of the cables in the combined, tri-plex, Data drops plus, a "Red-Line = As-Built Drawing" showing routes and terminations which correspond to the test data for each of those terminated cables. All Data drops will be labeled properly at both patch panel and coinciding workstation outlets. The size, color, and contrast of all labels should be selected to ensure that the identifiers are easily read. See TIA/EIA 568B, 1 & 2, TIA/EIA 569B, TIA/EIA 606A, and ANSI/TIA/EIA 607A standards.

4. ALL CAT6 cables for combined Data outlets at the Communications Room end, must terminate on Owner supplied, CAT6, 48 port-patch panels mounted in an Owner supplied, floor mounted channel construction (96" x 19") equipment rack, that must provide proper bend radius control and efficient patch cable routing leaving an 8 ft. service loop coiled in the three (3) ft piece of ladder rack used to stabilize the equipment rack against the wall mounted backer board, at the top of the equipment rack. The ladder rack supports and the 96" x 19" equipment rack must be adequately bonded and grounded, Telecommunication Room shall include a TGB (telecommunications grounding bus bar) using a minimum of # 6 AWG ground wire to properly protect personnel and equipment. See NEC article 250 sections 250.1 through 250.4 and should be placed so as to allow the best connectivity routes to both the Telephone Company's entrance facility products whether they be Copper or Fiber Optics. See TIA/EIA 568B, 1 & 2, TIA/EIA 569B, TIA/EIA 606A, and ANSI/TIA/EIA 607A standards.

5. All data outlets shall be labeled. Top of the faceplate shall be labeled with the room number of the data closet which services that jack set. Each jack shall have a label for which rack, patch panel within the rack and port within the patch panel. The racks will be numbered left a letter designator (A, B, C and so on). Patch panels have different number of ports (48). Each port is numbered on the patch panel one through (48).

6. Installation Certification.

- (a) Cabling/connectors. Use of companies specializing in manufacturing of cabling/connectors in accordance with ANSI/TIA/EIA standards with minimum 5 years documented experience.
- (b) Installer. Company specializing in the installation of Category 6/5E structured wiring systems with minimum 5 years documented experience. Installers shall possess a certification for a total system solution from the manufacturers of cabling and terminating hardware. The contractor must present the certification to the contracting officer before beginning work.
- (c) Certification. Upon completion of data cable installation and termination, provide the contracting representative the certification that the following end-to-end testing of data cabling was successfully accomplished as follows:
 - (d) Pair/conductor for proper pinouts and continuity.
 - (e) Ground fault
 - (f) Proper termination, shorts, and crossed pairs
 - (g) Channel attenuation per ANSI/ITA/EIA-568-B, including all addendums
 - (h) Measured effective cable run length

B. Tenant Improvement Information about Telecommunications Rooms:

1. The Telecommunications Room which will house the Telephone Company's DEMARK is a Low Voltage facility and It should not be co-located with any High Voltage Power. On one wall it should have a wall mounted, 4' x 8' x ¾" A/C grade plywood-backer board painted with Fire Resistant paint in a light color, hung horizontally, 2 ft above the finished floor. That size backer board should adequately hold the Telephone Company's DEMARK(s), DSU/CSUs for T1 or PRI and Metro E/DS3 circuits, Dialers for Security systems, etc. It should be located to ensure that any cabling to be run from it, will not be any longer than 290'. See TIA/EIA 568B, 1 & 2, TIA/EIA 569B, TIA/EIA 606A, and ANSI/TIA/EIA 607A standards.

2. The Telecommunications Room should have sufficient space (minimum of 8' x 8' in size), and should not be accessible by unauthorized personnel required to maintain/service other equipment. i.e. (Electrical Power, Plumbing, Heat & AC, Fire Alarm Systems, Security monitoring equipment, etc.) The telecomm room will contain the Telephone company demark, and will provide best connectivity routes to owner supplied telecomm rack(s). The Telecommunications Room should have adequate 110V/125V and 220/240V power on dedicated circuits to give one duplex receptacle (110V) and one receptacle(220V) for use to power a UPS system which power the VHA equipment, switch, routers, servers and UPS, etc. The entire Telephone Entrance Facility must be bonded and grounded. See TIA/EIA 568B, 1 & 2, TIA/EIA 569B, TIA/EIA 606A, and ANSI/TIA/EIA 607A standards.

3. Telecommunications Rooms should have no dropped ceilings with hard walls deck to ceiling to ensure required security. Entrance door should be a solid core door no less than 36 inches in width. Hinges for said door should be mounted in such a way that the hinge pins are only accessible from within the telecommunications room. They should have adequate wall and floor penetrations, with sleeves that can be firestopped properly, but still allow for proper maintenance of bend radius, as well as adequate support for the structured cables to workstations. All workstation cabling should be properly supported in the overhead ceiling either in a low voltage cable tray or J-hooked, a minimum of every 5 feet. The Telecommunications Room should have no water in the room, overhead, or adjacent (such as, overhead pipes or drains, sprinkler heads, water tanks.) See TIA/EIA 568B, 1 & 2, TIA/EIA 569B, TIA/EIA 606A, and ANSI/TIA/EIA 607A standards.

4. The Telecommunications Room must be secured by being keyed to a Non-Mastered Key, separate from all other keys in the facility. The Owner must submit a set of two (2) keys to the COTR of the Lessee, for delivery to the VHA. Security is the priority issue with co-locating the Telecommunication Room with other facility infrastructure. ie. (Electrical Power, Plumbing, Heat & AC, Fire Alarm Systems, etc.) See TIA/EIA 568B, 1 & 2, TIA/EIA 569B, TIA/EIA 606A, and ANSI/TIA/EIA 607A standards.

5. Contractor shall provide local exchange carrier (LEC) access to deliver necessary telecommunications for the VA network. This shall include ensuring LEC access to the external facility demarcation and extension from the external demarcation to the secure internal demarcation within the Contractor's space. Access to the external demarcation from the LEC point of presence may be in the form of underground conduit or aerial installation with facility conduit to the Contractor's secure internal demarcation. Contractor shall ensure this access is available and meets the LEC's minimal requirements for telephone lines, data circuits, and fiber installation.

6. Environmental controls. Room temperature should be maintained in the range 60°F - 85°F. If this range can be maintained by the incorporation of adequate ventilation means, then mechanical cooling is not required. If this temperature range cannot be maintained by ventilation alone, then mechanical cooling will be required. The relative humidity should range from 30% to 60%. Exhaust fans shall be considered only as a tertiary means of cooling when all other options have been depleted. The ambient temperature and humidity shall be measured at a distance of five (5) feet above the floor level, after the equipment is in operation, at any point along an equipment aisle centerline. Temperature, and humidity requirements are on a 24-hour, 7 day-a-week basis regardless of the heat generated by normally operating communication equipment. The closet shall have uniform lighting that provides a minimum of 540 lux (50 FC) when measured 915 mm (3 ft.) above finished floor (AFF).

7.08 OSHA REQUIREMENTS

The Lessor agrees to comply with all Occupational Safety & Health Administration (OSHA) Safety and Health Standards located in 29 CFR.

7.09 ADDITIONAL SPACE REQUIREMENTS

Patient Aligned Care Team (PACT) Space Model Design Guide

[HTTP://CAPITAL.VSSC.MED.VA.GOV/FACILITY%20PLANNING/MASTER%20PLANNING%20DOCUMENTS/PACT%20DESIGN-GUIDE%20FINAL%20DRAFT%2011062014.PDF](http://CAPITAL.VSSC.MED.VA.GOV/FACILITY%20PLANNING/MASTER%20PLANNING%20DOCUMENTS/PACT%20DESIGN-GUIDE%20FINAL%20DRAFT%2011062014.PDF)

Space requirements may be expanded by Bilateral Agreement of the Government and the Lessor under the terms of this Lease. See Section 2 of the Lease for applicable NUSF standards. Parking requirements may be expanded by Bilateral Agreement during the term of this Lease.

7.10 REMEDIAL ACTION

Whenever it becomes apparent that phasing or contract completion dates will not be met, the Lessor shall execute some or all of the following remedial actions at no additional cost to the Government:

- Increase construction manpower in such quantities and crafts as necessary to eliminate backlog of work.
- Increase number of working hours per shift, shifts working per 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 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.

7.11 WIRELESS NETWORK, GUEST

1. As part of the TIs, the lessor shall design and install a Guest internet access and wifi system.
2. The guest internet system shall be completely separate from the VA system and may not interfere with the VA system.
3. The primary coverage areas for the guest system will be lobby, waiting rooms, conference rooms, group rooms, and shared Medical Appointment rooms.
4. The lessor shall pay for the internet service per subsection 6.02 Utilities of the lease. It is acceptable for the internet service provider to also provide the cable television service.

7.12 IT/AV SYSTEMS FOR CONFERENCE ROOMS

1. The lessor shall design and install IT/AV systems in all conference, group, and shared medical appointment rooms as part of the TIs.
2. The IT/AV system shall be able to accommodate VA provided VTEL videoconferencing system, SKYPE for Business videoconferences, teleconferences, 2 to 3 4k LED displays, in room computer, and laptop computers.
3. The system is anticipated to be a complete plug and play type system to include but not limited to multimedia outlets, cabling, speakers, microphones, signal extenders, and signal receivers.

7.13 EXTERIOR SIGNAGE

1. Lessor shall develop and provide a complete exterior signage program to include identification, directional, informational, and regulatory signage. Signage must comply with local municipality's codes and specifications. Careful consideration of the location of monument signs shall be taken to avoid sight triangle encroachment.
2. Lessor shall provide ground mounted, illuminated, horizontal monument sign to identify the Outpatient Clinic meeting the requirements of the VA Signage Design Guide, [HTTPS://WWW.CFM.VA.GOV/TIL/SPCLRQMTS.ASP#SIGN](https://www.cfm.va.gov/til/spclrqmts.asp#SIGN). Lessor shall provide foundations and electrical power as necessary. Base shall be concrete or masonry and shall be compatible with building design and landscaping scheme. Monument sign shall be 4'-0" high x 8'-0", sign EI-01.03 in the VA Signage Design Guide. VA will furnish message layout content, and colors for the monument sign. Graphic process shall be routed out copy backed with white, translucent acrylic.
3. The Lessor shall provide main building or suite entrance door identification signage consisting of white applied vinyl lettering on glass entrance doors. The sign shall meet the requirements of Sign EN-14 in the VA Signage Design Guide. VA will furnish message and layout content.

7.14 INTERIOR SIGNAGE

Lessor shall develop and submit a signage plan for review and approval by the LCO during design development. Interior signage systems shall include identification, directional, informational, and code required signage. The Lessor shall furnish and install interior signs for all rooms, areas, conditions or features in the facility. Comply with accessibility standards listed in this lease and the VA Signage Design Guide, [HTTPS://WWW.CFM.VA.GOV/TIL/SPCLRQMTS.ASP#SIGN](https://www.cfm.va.gov/til/spclrqmts.asp#SIGN).

7.1 FIRE EXTINGUISHERS

1. Portable fire extinguishers recessed in cabinets shall be provided, inspected, and maintained by the Lessor in accordance with National Fire Protection Association (NFPA) 10, Standard for Portable Fire Extinguishers.
2. Recessed cabinets shall be provided in occupied areas. Size fire extinguisher cabinets to accommodate a 2.5 gallon [9.5 liters] pressurized water extinguisher. Recessed cabinets shall be conspicuously marked.