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The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

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## SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

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### 1.01 DEFINITIONS AND GENERAL TERMS (SMALL) (OCT 2023)

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. Real Property Terms.

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.
2. "ANSI/BOMA Occupant Area" or "ABOA" means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.
3. "Common Area Factor (CAF)" means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
4. "Rentable Space or Rentable Square Feet (RSF)" means 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. Rentable space may include a share of 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. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of one (1) plus the CAF, for each type of space included in the premises.
5. "Space" means that part of the premises to which the Government has exclusive use, such as occupant area, or other types of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under the lease are not included in the space.

### 1.02 PUBLIC TRANSPORTATION (SMALL) (SEP 2015)

Public transportation (for example commuter rail, light rail, buses, or subway station) shall be located within the immediate vicinity of the Building, but generally not exceeding **XX**, as determined by the LCO.

### 1.03 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.

### 1.04 WAIVER OF RESTORATION (OCT 2023)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

A. Waste, or,

B. Damages or restoration arising from or related to:

1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
2. 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 or earlier termination (full or partial) 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.

### 1.05 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

### 1.06 ASBESTOS (SMALL) (MAY 2025)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations. If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall provide relocation and submit to the Government documentation that the abatement was done in accordance with OSHA (29 CFR § 1910.1001, 29 CFR § 1926.1101), EPA (40 CFR Part 61 - National Emission Standards for Hazardous Air Pollutants and Part 763), state, and local regulations and that final clearance is achieved.

**1.07 ADJUSTMENT FOR VACANT PREMISES (SMALL) (OCT 2022)**

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 operating costs paid by the Government as part of the rent rental rate shall be reduced using the "Adjustment for Vacant Premises Rate" specified on GSA Form 3626 of this Lease. This reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Lease expires or is terminated.

**1.08 ENTITY NAME (OCT 2023)**

Lessor may not use Federal agency name(s) and/or acronym(s), e.g., General Services Administration, GSA, in its entity name that owns and/or leases Space to GSA.

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## SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

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### 2.01 WORK PERFORMANCE (SMALL) (SEP 2015)

All work in performance of this Lease shall be done by skilled and licensed workers or mechanics and shall be acceptable to the LCO.

### 2.02 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SMALL) (SEP 2015)

The Lessor shall reuse items or materials in the construction phase of the project, as long as such meet the quality standards set forth by the Government in this Lease.

### 2.03 WOOD PRODUCTS (SMALL) (OCT 2023)

For all new installations of wood products, the Lessor is encouraged to use independently certified forest 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/)). Particle board, medium-density fiberboard, and hardwood plywood shall be free of formaldehyde and labeled as Toxic Substances Control Act (TSCA) Title VI compliant. Other wood types such as strawboard shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde. 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.

### 2.04 ADHESIVES AND SEALANTS (SMALL) (OCT 2020)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no heavy metals and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. 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.

### 2.05 BUILDING SHELL REQUIREMENTS (SMALL) (OCT 2019)

- 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.
- 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, insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

### 2.06 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SMALL) (SEP 2015)

The Lessor remains solely responsible for designing, constructing, operating, and maintaining the leased premises in full accordance with the requirements of the Lease. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services, as noted by the Government's review or otherwise.

### 2.07 MEANS OF EGRESS (MAY 2015)

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

### 2.08 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023)

- 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 on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which the Government occupies, either through this Lease or in combination with other Government Leases in the Building any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

## **2.09 FIRE ALARM SYSTEM (SEP 2013)**

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3<sup>rd</sup> floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

## **2.10 ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (SEP 2015)**

The Lessor shall either earn the ENERGY STAR® Label or complete all cost-effective energy efficiency and conservation improvements, agreed to by Lessor prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

## **2.11 ELEVATORS (SMALL) (OCT 2020)**

- A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease.
- B. Code. Elevators shall conform to the requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators that were in effect based on the elevator installation date code year. 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.

## **2.12 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.

## **2.13 ACCESSIBILITY (OCT 2024)**

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 36 CFR 1190 to the extent applicable. To the extent the standards referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

## **2.14 CEILINGS (SMALL) (OCT 2019)**

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 Premises and all common areas accessible to Government tenants shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

## **2.15 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)**

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

## **2.16 WINDOWS (SMALL) (OCT 2020)**

All exterior window assemblies shall be locked, weather resistant and watertight. Windows intended for use as a secondary means of egress must be openable from the egress side (e.g., inside) of the Building without the use of a key, tool, or special knowledge or effort for operation from the egress side.

## **2.17 PARTITIONS: PERMANENT (SMALL) (OCT 2019)**

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab, surrounding 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.

## **2.18 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (OCT 2020)**

- A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- C. 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.
- D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.
- E. 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.

## **2.19 PAINTING – SHELL (SMALL) (OCT 2020)**

The Lessor shall bear the expense for all painting associated with the Building shell, including all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. 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.

## **2.20 FLOORS AND FLOOR LOAD (SMALL) (OCT 2019)**

- A. All adjoining floor areas shall be of a common level.
- 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.



## **2.21 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SMALL) (SEP 2015)**

- A. The Lessor shall be responsible for meeting the applicable requirements of all federal, state, and local codes and ordinances. When codes conflict, the more stringent standard shall apply.
- B. The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures.
- 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.

## **2.22 DRINKING FOUNTAINS (MAY 2025)**

On each floor of Government-occupied Space, the Lessor shall provide drinking fountain(s) with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountain(s) shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. The Lessor shall provide two separate drinking fountains per F211.2 or a single drinking fountain per the F211.2 Exception. Either installation shall require compliance with 602.1 through 602.6 for the accessible fountain and 602.7 for the non-accessible fountain. Potable is defined as water meeting current EPA National Primary Drinking Water Regulations under the Safe Drinking Water Act of 1974 or more stringent, applicable state or local regulations. 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.

## **2.23 RESTROOMS (SMALL) (OCT 2022)**

- A. 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 500 feet, on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with 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.
- B. Restrooms must meet ABAAS requirements as stated under this Lease.

## **2.24 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SMALL) (MAY 2025)**

- A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease; equipment shall be concealed. Areas having excessive heat gain or heat loss or affected by solar radiation at different times of the day, shall be independently controlled.
- B. 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.
- C. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with 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 Lessors must comply with: (a) the version of ASHRAE Standard 62.1 that corresponds with how the HVAC system was designed to perform, or (b) ASHRAE Standard 62.1-2004 – whichever is later.
- D. 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 ANSI/ASHRAE Standard 62.1 version referenced in the sub-paragraph above. Where practicable, the Lessor is encouraged to use a MERV 13 air filter or the highest-level filter that is compatible with the HVAC system. 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).
- E. For all refrigerant-containing equipment with over 50 pounds of ozone-depleting substances (including chlorofluorocarbons- CFCs or hydrochlorofluorocarbons- HCFCs), the Lessor shall comply with the associated regulations (40 CFR 82 and 84) to use acceptable refrigerant substitutes when equipment is replaced, retrofitted, or when newly purchased. The Lessor must comply with the associated regulations (40 CFR 82 and 84). The Lessor must track the type and quantity of refrigerant used in each chiller, air conditioning, and refrigeration system containing 50 pounds or more of refrigerant. Upon request, the Lessor must provide the Government with the dates for planned replacement or retrofit of equipment with CFC or HCFC refrigerant. Upon request, the Lessor must provide the Government with the dates for planned replacement or retrofit of equipment with CFC or HCFC refrigerant.

## **2.25 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SMALL) (SEP 2015)**

- A. Building telecommunication rooms must be completed, operational, and ready for use by Government's telecommunications provider. The telephone closets shall be equipped with deadlocking latch bolt and include a telephone backboard.
- B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA) and NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, NEC National Electrical Code, and other applicable NFPA standards and/or local code requirements.



## 2.26 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SMALL) (OCT 2020)

- A. The Government may elect to contract its own telecommunications service in the Space.
- 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, or, if existing Building wiring is insufficient, 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 to roof, parapet, or Building envelope (access from the antennas to the Premises shall be provided) and to affix transmission devices in appropriate common areas so as to allow the use of cellular telephones and other emerging technologies.

## 2.27 LIGHTING: INTERIOR AND PARKING – SHELL (SMALL) (OCT 2022)

Note. for pricing estimating purposes, fixtures will be installed at the average ratio of 1 fixture per 80 ABOA sf.

- A. Interior Fixtures. Light fixtures (and associated ballasts or drivers) shall be installed to match the other luminaries in the Space as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.
- B. Lighting Levels. Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle, measured at the floor) by either an onsite emergency generator or fixture mounted battery packs.
- C. Power Density. The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.
- D. Building Perimeter. 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.
- E. 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.
- F. 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.
- G. Video Surveillance System (VSS). Lighting shall be provided in such a manner to adequately support VSS operations, and not limit or preclude adequate fields of view.

## 2.28 INDOOR AIR QUALITY DURING CONSTRUCTION (SMALL) (OCT 2021)

- A. All safety data sheets (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 MSDS to protect the health and safety of personnel.
- B. 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.
- C. The Lessor shall sufficiently flush-out or ventilate the area(s) following construction and prior to occupancy in order to remove any detectable odors or visible dust related to the work.

## 2.29 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SMALL) (SEP 2015)

- 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. For Tenant Improvements and other tenant-driven alterations within an existing historic building, 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*.

- B. 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.

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## SECTION 3 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

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### 3.01 SCHEDULE FOR COMPLETION OF SPACE (SMALL) (OCT 2020)

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. Design Intent Drawings. The Lessor shall prepare and deliver to the Government, as part of the shell cost, design intent drawings (DIDs) meeting all requirements set forth in the Lease within **10 Working Days** of the Lease Award Date. The Government shall respond within **10 Working Days** of receipt of the DIDs by either issuing a Notice to Proceed or providing notice indicating the manner in which the DIDs do not meet all requirements of the Lease. If the DIDs do not conform to the Lease requirements, the Lessor shall revise and resubmit the DIDs within **3 Working Days**. The Lessor shall be responsible for delays to Acceptance of the Premises attributable to the Lessor's failure to prepare DIDs conforming to the Lease requirements.
- B. Notice to Proceed (NTP). If the DIDs conform to the Lease requirements, the Government shall issue NTP; however, the Government shall not be obligated to issue a NTP less than **10 Working Days** from receipt of DIDs, as originally submitted or revised. Issuance of NTP shall not be construed as a waiver of any requirement set forth in this Lease.
- C. Construction Schedule. The Lessor shall complete all required build-out conforming to the Lease and approved DIDs within 40 Working Days of issuance of NTP.

### 3.02 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SMALL) (OCT 2020)

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

### 3.03 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SMALL) (OCT 2021)

- A. The Government shall accept the Space only if the construction of Building shell and TIs, as applicable, conforming to this Lease and any layout drawings is substantially complete, as determined by the Lease Contracting Officer, and a Certificate of Occupancy (C of O) has been issued. 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.
- B. 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.
- C. If applicable, upon acceptance of the Space, the Government will issue lump sum payment to the Lessor after substantial completion, in accordance with invoicing procedures outlined under any lease amendment(s) authorizing such lump sum payment. The Government shall not issue this payment in increments or as partial payments.

### 3.04 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SMALL) (OCT 2021)

The Lease Term Commencement Date, and final measurement verification of the Space, shall be memorialized by Lease Amendment.

### 3.05 AS-BUILT DRAWINGS (OCT 2021)

Not later than **XX** days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. 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.

### 3.06 SEISMIC RETROFIT (OCT 2020)

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.

### **3.07 GOVERNMENT PROJECT MANAGEMENT SYSTEM (MAY 2025)**

The Government may require the Lessor to use the Government's project management system for post-award and post-occupancy activities. This includes, but is not limited to, design submittals (DIDs, CD, as-builts), schedule submissions, pricing proposals, requests for information (RFI) that are directed toward the Government, and Lease Submittals, such as reuse plans, commissioning plans, and product data sheets. Licensing costs and access to the system are the responsibility of the Government.

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## SECTION 4 TENANT IMPROVEMENT COMPONENTS

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### 4.01 TENANT IMPROVEMENTS AND PRICING (SMALL) (SEP 2015)

- A. The Lease is a fully serviced, turnkey Lease with a fixed rent that covers all Lessor costs, including all demolition, shell upgrades, TIs, insurance, operating costs, taxes, parking, and security upgrades. Rent will be based upon a proposed rental rate per rentable square foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor will be based upon information provided with this Lease. The Lessor will be required to design and build the TIs and will be compensated for the TI costs through the rent. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste.
- B. The TI Unit Costs listed below will be used to make the adjustment for variances between turnkey pricing based on the agency specific requirements package (ASRs), and the approved design intent drawings. The prices quoted will also be used to order alterations during the first year of the Lease. The prices quoted shall be the cost to furnish, install, and maintain each item, unless otherwise specified. These prices may be indexed or renegotiated to apply to subsequent years of the Lease upon mutual agreement of the Lessor and the Government. Final rent calculations will be reconciled and the Lease will be amended after acceptance of the Space.
1. The cost per linear foot of office subdividing ceiling-high partitioning: \_\_\_\_\_
  2. The cost per floor-mounted duplex electrical outlet: \_\_\_\_\_
  3. The cost per wall-mounted duplex electrical outlet: \_\_\_\_\_
  4. The cost per floor-mounted fourplex (double duplex) electrical outlet: \_\_\_\_\_
  5. The cost per wall-mounted fourplex (double duplex) electrical outlet: \_\_\_\_\_
  6. The cost per dedicated clean electrical computer receptacle: \_\_\_\_\_
  7. The cost per floor-mounted telephone outlet: \_\_\_\_\_
  8. The cost per wall-mounted telephone outlet: \_\_\_\_\_
  9. The cost per interior door: \_\_\_\_\_
- C. The Government shall have the right to make lump sum payments for any or all TI work.

### 4.02 FINISH SELECTIONS (SMALL) (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) options of coordinated finish samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions.

### 4.03 WINDOW COVERINGS (SMALL) (OCT 2020)

All exterior windows shall be equipped with window blinds in new or like new condition, as approved by the Government.

### 4.04 DOORS: SUITE ENTRY (SMALL) (OCT 2020)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a semi-gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

### 4.05 DOORS: INTERIOR (SMALL) (OCT 2019)

Doors within the Space shall have a minimum clear opening of 32" wide x 80" high and shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. They 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 semi-gloss oil-based paint finish and which do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.

### 4.06 DOORS: HARDWARE (SMALL) (SEP 2015)

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

### 4.07 PARTITIONS: SUBDIVIDING (SMALL) (OCT 2022)

- A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances. Partitioning shall be designed to provide a minimum sound transmission class (STC) of 45 with a noise isolation criterion (NIC) of no less than 35. The Government reserves the right to independently test these levels. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).
- B. HVAC shall be rebalanced, and lighting repositioned, as appropriate, after installation of partitions.
- C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
- D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

#### **4.08 PAINTING – TI (SMALL) (OCT 2020)**

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

#### **4.09 FLOOR COVERINGS AND PERIMETERS (SMALL) (OCT 2019)**

- A. Unless otherwise specified, broadloom carpet or carpet tiles shall be installed in accordance with manufacturing instructions to lay smoothly and evenly throughout the Space. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base.
- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring shall be pre-approved by the Government.
- D. Specifications For Carpet to Be Newly Installed or Replaced.
  - 1. Performance requirements for broadloom and modular tile.
    - a. Static. Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
    - b. Flammability. Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
    - c. Flooring Radiant Panel Test. Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
    - d. Smoke Density. NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.
  - 2. Texture Appearance Retention Rating (TARR). Moderate;  $\geq 3.0$  TARR.

#### **4.10 HEATING AND AIR CONDITIONING (SMALL) (OCT 2022)**

The Lessor shall ensure that individual thermostat controls for office Space Areas that routinely have extended hours of operation are environmentally controlled through dedicated heating and air conditioning equipment. Portable space heaters are prohibited.

#### **4.11 ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2015)**

- A. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in a method acceptable to the Government.

#### **4.12 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)**

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

#### **4.13 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)**

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

#### **4.14 DATA DISTRIBUTION (OCT 2020)**

The Lessor shall purchase and install data cable as part of the tenant improvements. 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. 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. If the Government chooses to purchase and install data cabling, then the Lessor shall provide, as part of the tenant improvements, outlets with rings and pull strings to facilitate the installation of the data cable.

#### **4.15 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2022)**

- A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.
- B. The Lessor shall purchase and install data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/subcontractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes. 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. If the Government chooses to purchase and install data and telecommunications cabling, the Lessor shall provide, as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable.
- 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 subcontractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

#### **4.16 LIGHTING: INTERIOR AND PARKING – TI (SMALL) (SEP 2015)**

FIXTURES: Any additional lighting fixtures and/or components required beyond what would have been provided under the paragraph, "Lighting: Interior and Parking – Shell (SMALL)" are part of the TIs.



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## SECTION 5 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

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### 5.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SMALL) (OCT 2020)

The Government's normal hours of operations are established as **XX AM to XX 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.

### 5.02 UTILITIES (SMALL) (OCT 2022)

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

### 5.03 HEATING AND AIR CONDITIONING (SMALL) (OCT 2024)

- A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. 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, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.
- B. During non-working hours, heating temperatures shall be set no higher than 55 degrees F, 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. 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 degrees F.
- D. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- E. Normal HVAC systems' maintenance shall not disrupt tenant operations.
- F. The Space shall have a Server room which shall receive cooling at all times (24 hours a day, 365 days a year). The temperature of this room shall be maintained at **XX** degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.
- G. In addition to the server room requirements stated above, the following areas shall receive HVAC at all times:
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
- H. The 24 hour, 365 days a year HVAC service(s) stated above shall be provided by the Lessor as part of the operating rent established under the Lease.

### 5.04 OVERTIME HVAC USAGE (SMALL) (SEP 2016)

- A. Overtime usage services may be ordered by the Government's authorized representative only at the rate prescribed in the Lease.
- B. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

### 5.05 JANITORIAL SERVICES (SMALL) (MAY 2025)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access, including high-touch surfaces (e.g., doorknobs, light switches, handles, handrails, and elevator buttons) 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. 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. Clean all high-touch surfaces.
- 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. Completely sweep and/or vacuum carpets.
- F. Twice a year. Wash all interior and exterior windows and other glass surfaces.
- G. Every two years. Shampoo carpets in all offices and other non-public areas.
- H. 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. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day.
- I. Pest control. Control pests as appropriate, using integrated pest management techniques.

#### **5.06 MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015)**

- 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.
- 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. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after normal hours.

#### **5.07 IDENTITY VERIFICATION OF PERSONNEL (OCT 2022)**

- 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 GSA personal identity verification requirements, identified in the GSA Order 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook. The Lessor can find the policy and additional information at [HTTP://WWW.GSA.GOV/HSPD12](http://www.gsa.gov/hspd12). This policy requires 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. All Lessor's contractor(s) and subcontractor(s) shall follow the requirements of background investigation in accordance with GSA HSPD-12 policy.
- F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

- G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as when no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.
- H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.
- I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

#### **5.08 RANDOLPH-SHEPPARD COMPLIANCE (SMALL) (SEP 2015)**

The Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). 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.

#### **5.09 INDOOR AIR QUALITY (MAY 2025)**

- A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8A), OSHA regulatory limits (29 CFR 1910), and generally accepted consensus standards are not exceeded.
- B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. 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 by a board-certified industrial hygienist, to ascertain the source and severity of the complaint. The hygienist shall inspect and evaluate the Space and air zones serving the Space; inspection shall take place as soon as possible but no later than 15 calendar days following the identification of a potential IAQ issue. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental professional with documented experience performing IAQ assessments. The Lessor shall provide written results of any testing along with recommendations to GSA.
- 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. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.
- 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 the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.
- F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning.
- G. Air handling units shall have the highest-level MERV filtration that is compatible with the HVAC system and does not significantly diminish airflow. Upon request, the Lessor shall provide to the Government a list of the highest-level of MERV filtration that each air handling unit is designed to handle.

#### 5.10 RADON IN AIR (MAY 2025)

- A. The radon concentration in the air of the Space shall be less than 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space, herein called "GSA action levels."
- B. Testing Procedures. For the purposes of this paragraph, the following testing procedures shall be used when space planned for occupancy by the Government is located at or below grade level:
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 and laboratories listed in the National Radon Proficiency Program (NRPP), National Radon Safety Board (NRSB) or as required by local jurisdictions that have a program for evaluating and approving devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
  2. Short Test. Place alpha track detectors for at least 14 days, or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ABOA SF, starting not later than 7 days after award. Use only devices and laboratories listed in the National Radon Proficiency Program (NRPP), National Radon Safety Board (NRSB) or as required by local jurisdictions that have a program for evaluating and approving 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.
- C. Initial Testing.
1. The Lessor shall:
    - a. Test for radon any portion of Space planned for occupancy by the Government at or below grade level;
    - b. Report the results to the LCO upon award; and
    - c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the GSA action levels.
  2. Testing sequence. The Lessor shall measure radon by the standard test in sub-paragraph B.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 B.2, in addition to the standard test.
  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.
- D. Additional Testing.
1. After a major disturbance (e.g., earthquake, road construction, seismic shift, etc.) or a construction or renovation project that could impact radon gas levels in the building (e.g., building foundation, subsurface plumbing, basement structure, or negative changes to the building air pressure, etc.), the Lessor shall:
    - a. Re-Test for radon that portion of Space occupied by the Government at or below grade level;
    - b. Report the results to the LCO; and
    - c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the GSA action levels.
  2. Testing Sequence. The Lessor shall measure radon by the standard test outlined in paragraph B.1, completing the test not later than 150 days after the event outlined in D.1.
- E. Corrective Action Program.
1. Program Initiation and Procedures.
    - a. If either the Government or the Lessor detects radon at or above the GSA action levels at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the GSA action levels before Government occupancy.
    - b. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the GSA action levels.
    - c. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the GSA action levels and certifies the Space for re-occupancy.

- d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in Building condition or operation which would affect the program or increase the radon concentration to or above the GSA action levels.
2. The Lessor shall perform the standard test in sub-paragraph B to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph B to determine whether the Space may be occupied but shall begin the standard test concurrently with the short test.
3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
4. If the Lessor fails to exercise due diligence or is otherwise unable to reduce the radon concentration promptly to below the GSA action levels, the Government may implement a corrective action program and deduct its costs from the rent.

#### **5.11 RADON IN WATER (MAY 2025)**

- A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA Drinking Water Standards (Maximum Contaminant Levels, or MCL, for radionuclides) and shall submit certification to the LCO prior to the Government occupying the Space.
- B. If the EPA MCL is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

#### **5.12 HAZARDOUS MATERIALS (MAY 2025)**

- 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, substances, and wastes.
- B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials, substances, and wastes onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.
- C. Lessors are encouraged to prioritize products used in the build-out of Space that do not contain Per- and Polyfluoroalkyl Substances (PFAS).

#### **5.13 MOLD AND WATER INTRUSION (OCT 2023)**

- A. Actionable Condition. An actionable condition is defined as either:
  1. Visible mold or 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, whichever is lower, or
  2. Water-Damaged Building materials which could potentially create conditions for mold or microbial amplification.
- 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 actionable conditions, as defined by subparagraph A.
- C. Within 48 hours following a water intrusion event, such as a flood, plumbing leak, heavy rain, etc., whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage per the EPA: Mold in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008) and the current version of ANSI/IICRC: S500 Standard for Professional Water Damage Restoration using a qualified professional. Specific remediation methods shall be based on the water class and category defined by ANSI/IICRC. 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 to inspect and evaluate the Space and air zones serving the Space for actionable conditions; inspection shall take place as soon as possible but no later than 15 calendar days following identification of a potential mold issue as described above. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental consultant experienced in water intrusion and mold assessments. The Lessor shall promptly furnish water intrusion and the mold assessment report to the Government. The Lessor shall safely remediate all actionable conditions identified by the consultant using a qualified remediation contractor following the methods identified in EPA's Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008 or the current version of ANSI/IICRC S520-2015: Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices. The Lessor shall provide GSA with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. 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 an actionable condition. The Lessor shall employ a qualified industrial hygienist, independent of the remediation contractor to verify that remediation has been completed per the industry standards listed above and that the space is safe for re-occupancy.
- D. The presence of an actionable condition 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.

#### **5.14 OCCUPANT EMERGENCY PLANS (OCT 2020)**

The Lessor is required to cooperate, participate, and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and 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, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

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## SECTION 6     ADDITIONAL TERMS AND CONDITIONS

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### 6.01    SECURITY REQUIREMENTS (SMALL) (OCT 2019)

The Lessor agrees to the requirements of Security Level I attached to this Lease. Level I Security is included in shell rent.

### 6.02    MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

\_\_\_\_\_

\_\_\_\_\_

### 6.03    RENTAL CONSIDERATION FOR SMALL LEASES (OCT 2019)

Rent shall be paid by electronic funds transfer (EFT) using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell, Tenant Improvements (TIs) specified in the Lease, all taxes of any kind, and all operating costs. Unless a separate rate is specified, rights to parking areas will be deemed included in the rent.

### 6.04    SWING SPACE - LEASE (OCT 2022)

- A. The swing space plan and schedule are provided as Exhibit XX. The Government shall occupy XXXXX ABOA SF (XXXXX RSF) on XX floor at [Address, City, State] ("[Building Name]") as a temporary relocation of Government employees (including contractor personnel) during the completion of the tenant improvement work. Lessor shall be responsible for providing, constructing, and paying for swing space identified on Exhibit XX. Lessor shall be responsible for maintaining minimum standards for all space that remains occupied during the renovation, including, but not limited to, access to common areas, compliance with fire protection and life safety and air quality standards outlined within this Lease. Swing space shall comply with existing standards consistent with the existing space and be fully functional inclusive of fixtures, equipment, and telecommunications and data infrastructure. Fully functional shall include, at Lessor's sole cost, any additional costs associated with Government's service providers for tele-data or other required communication links between the swing space and Government-occupied space.
- B. The Government must remain operational during its standard operating hours of Section X.XX of this Lease, throughout the course of any renovation within its current space and swing space.
- C. Post-award, the Lessor must submit an updated swing space plan and schedule to the Government for review and approval. At a minimum, the updated swing space plan shall include detailed drawings depicting the various phases and an updated schedule detailing schedule of move. The Government estimates to have approximately XX {NUMBER OF AGENCY EMPLOYEES} employees/contractors during the renovation phasing period. This updated swing space plan and schedule must be submitted at the same time as the initial submission of {DESIGN INTENT DRAWINGS} {CONSTRUCTION DOCUMENTS}.
- D. The swing space shall have a space layout which allows the Government to function efficiently during renovation of final Space, as determined by the LCO.
- E. Unless otherwise specified herein, the swing space shall comply with all standards and specifications as outlined within the Lease XX-XXX-XXXXX, and the Lessor shall continue to provide all services and utilities as outlined under this Lease. Access to common areas, including, but not limited to lobbies, elevators, stairways, and restrooms must be maintained at all times.
- F. Ten (10) Working Days prior to the completion of the swing space, the Lessor shall issue written notice to the Government to schedule the inspection of the swing space for acceptance. The Government shall accept the swing space once it is substantially complete, and a Certificate of Occupancy (C of O) has been issued.
- G. The Government shall pay rent during renovation in accordance with Lease XX-XXX-XXXXX, and shall not pay additional rent for the swing space.
1. Except as otherwise noted, all costs associated with implementing the swing space plan shall be at the Lessor's expense, including, but not limited to, the following swing space costs:
- a. The cost to build-out the swing space including, but not limited to, electrical wiring, data cable, security system installation, and partitioning;
  - b. The cost to move office furniture and equipment;
  - c. The cost to balance the HVAC system;
  - d. The cost to store and move all furniture or equipment that cannot be housed in swing space; and



- e. All permitting and certificate of occupancy costs, if applicable.
- 2. The Government shall be responsible for the cost of moving each employee (including contractor personnel) *one time only*, from the swing space(s) to the final Space. The Lessor shall be responsible for the cost of all moves in excess of one move per employee.