



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

Thank you for responding to the Commonwealth of Pennsylvania's Solicitation for Proposal (SFP) #94650 to lease to the Commonwealth a total of 48,969 net usable square feet of space, comprised of 26,149 net usable square feet of office space, 5,420 net usable square feet of storage space and 17,400 net usable square feet of garage/warehouse space in Butler County, Pennsylvania. The space will be occupied by the Office of the Attorney General.

The availability of private and/or public parking should be included in proposals.

Enclosed you will find SFP #94650 which includes 5 appendices, including the Commonwealth's Standard Lease Terms & Conditions.

This SFP contains information that will guide you in preparing a proposal submission on the enclosed forms. **To be considered, all proposals must be submitted utilizing the forms identified in Appendix B.** Proposals must be addressed to the Bureau of Real Estate, Room 503, North Office Building, Harrisburg, Pennsylvania 17125 and received by the Commonwealth of Pennsylvania by 3:00 P.M., December 10, 2014. **PROPOSALS WILL NOT BE ACCEPTED AFTER THIS TIME.**

PLEASE NOTE THAT SFPs ARE NOT PUBLIC BID OPENINGS.

Your proposal must be submitted in a sealed envelope. THE ENVELOPE MUST BE MARKED WITH SFP#94560, AGENCY'S NAME, REAL ESTATE COORDINATOR'S NAME, SQUARE FOOTAGE, AND DUE DATE. THIS INFORMATION MUST ALSO BE SHOWN ON THE OUTSIDE OF ANY COURIER OR MAILING ENVELOPE. Do not submit a proposal for another SFP in the same envelope with your proposal for this particular SFP. Please be advised that this is a proposal solicitation process. The Commonwealth of Pennsylvania reserves the right to reject any or all offers, waive any defect or negotiate for better terms.

This solicitation reflects material changes which have been made to the Commonwealth lease solicitation process. Payment of prevailing wages is now a requirement of the Commonwealth's leasing program when a proposer offers to construct a new facility or substantially rehabilitate an existing facility. Specific information on the payment of prevailing wages requirement can be found on Page 5 of this SFP. There are also new requirements concerning the Right to Know Law. Specific information on the disclosure of proposal contents can be found on Page 7 of this SFP.

Please be sure to carefully read the whole document. If you have any questions concerning the attached information, please contact Scott Shelton directly at (717) 787-5546 or via email at scshelton@pa.gov.

**503 North Office Building, Harrisburg, PA 17125
Telephone: 717-787-4394 FAX No: 717-783-0570**

SOLICITATION FOR PROPOSAL (SFP) # 94560

OFFICE OF ATTORNEY GENERAL BUTLER COUNTY

Date of Issue:
October 1, 2014

Issuing Office:
Department of General Services
Bureau of Real Estate
Room 503 North Office Building
Harrisburg, Pennsylvania 17125
(717) 787-4394

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I. GENERAL INFORMATION FOR THE PROPOSER

PURPOSE

The purpose of this Solicitation for Proposal (SFP) is to obtain proposals to provide a total of 48,969 net usable square feet of space, comprised of 26,149 net usable square feet of office space, 5,420 net usable square feet of storage space and 17,400 net usable square feet of garage/warehouse space, to house approximately one hundred twenty nine (129) Commonwealth employees. The space must be located within the following boundaries: Cranberry Township in Butler County, boundary lines are North – Jackson Township line, South - Allegheny County line, East – Adams Township line and West – Beaver County line, location must be within a 10 mile radius of a major interchange, within a municipality that has a full-time (24 hour-a-day & 7 days-a-week) local police patrol, with exceptional cellular coverage and fiber optic communications. Proposals which offer space outside of these boundaries cannot be considered for award of the lease.

Proposers should prepare and submit proposals to be considered by the Commonwealth of Pennsylvania (Commonwealth) for a ten-year lease (with options for three five year renewal terms) to be occupied by the Office of Attorney General.

Proposers are invited to submit proposals based on the following:

- Lessor will provided all utilities, snow removal, building and grounds maintenance. Lessee will provided janitorial services.

The availability of private and/or public parking should be included in proposals.

ISSUING OFFICE

The Department of General Services (DGS), Bureau of Real Estate, issues this SFP for the Commonwealth. The point of contact is:

Scott Shelton
Department of General Services
Bureau of Real Estate
Room 503 North Office Building
Harrisburg, PA 17125
(717) 787-5546

Only the DGS Bureau of Real Estate is authorized to negotiate the terms and conditions of a proposed lease agreement. No understanding shall be binding upon the Commonwealth until all of the following occur: (1) the parties' understanding has been reduced to a formal written lease agreement; (2) the lease agreement has received all necessary Commonwealth approvals, including, but not limited to, the approval of the Board of Commissioners of Public Grounds and Buildings; (3) the lease agreement has been signed by the Secretary of the Department of General Services, and (4) the fully executed lease agreement has been delivered by DGS to the selected proposer.

SCOPE

This SFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the services to be provided; requirements that must be met to be eligible for consideration; and other requirements to be met by each interested party.

RESPONSE DATE

To be considered, proposals must arrive at the issuing office, on or before the date and time specified in the cover letter. Proposals must be returned in the envelope provided with the proposal packet. **ALL LATE PROPOSALS SHALL BE REJECTED.**

NOTICE TO PROPOSERS OF PREVAILING WAGE REQUIREMENTS

To the extent that a proposer offers to construct a new facility, to substantially rehabilitate an existing facility, or to substantially alter an existing facility in accordance with Commonwealth agency specifications/drawings, and the construction/substantial rehabilitation/substantial alterations will have a total estimated cost that exceeds \$25,000, the following prevailing wage requirements shall be included in the lease. “Substantial rehabilitation” is the conversion or adaptation of an existing facility into a safe, structurally sound building, by gutting and extensive re-construction, to make the building suitable for use by the Commonwealth agency. As a guideline, if the building foundations, building shell (outer walls, interior support walls or roof) or major building systems (HVAC, plumbing, electrical) are substantially altered or replaced, it is substantial rehabilitation. “Substantial alterations” are those alterations to an existing facility by the lessor in accordance with Commonwealth agency specifications/plans/drawings where final plans, drawings and specifications must be reviewed and approved by the Commonwealth agency. These terms do not include cosmetic improvements, routine maintenance, minor non-structural alterations and upgrades.

The lease shall require the lessor and lessor’s contractor(s) to pay no less than the wage rates as issued by the Secretary of the Pennsylvania Department of Labor and Industry for each craft or classification of all workers needed to perform the contract(s) for the construction/substantial rehabilitation/substantial alterations of the facility. The construction/substantial rehabilitation/substantial alterations required by the lease will be subject to the provisions, conditions, duties, requirements, remedies and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1 *et seq.* The prevailing minimum wage predetermination, as issued by the Secretary of Labor and Industry, shall be attached to the lease and made a part of the lease. No workers may be employed in the construction/substantial rehabilitation/substantial alterations, except in accordance with the classifications in the prevailing minimum wage predetermination of the Secretary of Labor and Industry. If additional or different classifications are necessary, the lessor shall request the Department of General Services to petition the Secretary of Labor and Industry for rates for additional or different classifications.

The rent requested by proposers offering to construct a new facility or to substantially rehabilitate an existing facility or to make substantial alterations must take into consideration the requirement of the lessor and lessor’s contractor(s) to pay no less than the prevailing wage rates issued by the Secretary of Labor and Industry.

In order to view the current prevailing wages for each craft or classification of workers needed to perform the contract(s) for the construction/substantial rehabilitation/substantial alterations of the leased facility for the locality where the facility will be constructed/substantially rehabilitated go to http://www.dli.state.pa.us/landi/li_apps/requestPW.asp and request the prevailing wages. These are the applicable wage rates **provided** a lease is negotiated and fully executed within 120 days of the proposal response date. In the event the lease is not fully executed within this 120 day period, it will be necessary to request and obtain new, current prevailing minimum wage rates from the Secretary of Labor and Industry that the lessor or lessor’s contractors must pay to those employees involved in the construction/improvement/alteration of the leased facility.

Proposals must include a statement indicating whether or not the rent is based upon the requirement to pay prevailing wages.

If, after receipt of proposals, the DGS determines that the lessor and lessor's contractor(s) should pay the prevailing minimum wage rates when the lessor's proposal did not include consideration of this requirement, DGS may give the proposer the opportunity to revise its offered rental amounts to include allowance for payment of prevailing wages. When such a determination is made, the lease shall require, or be amended to require, the lessor and lessor's contractor(s) to pay the prevailing minimum wage rates as issued by the Secretary of the Pennsylvania Department of Labor and Industry. If this occurs, the lessor and DGS shall negotiate either an increase in the rental rate or the amount of a one-time payment to cover the increase in cost as a result of including this requirement. The lease will be subject to the provisions, conditions, duties, requirements, remedies and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1 *et seq.*

SUBMISSION OF PROPOSALS

To be considered, interested parties must submit a complete response to this SFP, using the format provided in the "Proposal Requirement" section of this document. An interested party will make no other distribution of the proposal. An official who is authorized to bind the interested party to its provisions must sign the proposal. For this SFP, the conditions of the proposal must remain valid for at least sixty (60) days from the date specified in the cover letter. **Moreover, the conditions of the selected proposal will become contractual obligations if a contract is entered into with the Commonwealth.**

A complete proposal package is necessary for evaluation of your proposal. Failure to include any of the required information or forms will delay evaluation of your proposal and may, at the Commonwealth's sole discretion, result in the rejection of your proposal.

The Commonwealth now allows alternate responses for one solicitation. In order to be considered as a complying submission, a proposal must initially adhere strictly to the solicitation specifications in all material regards. However, in addition to this component, a proposer may, at the proposer's discretion, submit one or more alternate proposals that vary from the specifications. In particular, the proposer may, by way of example, propose alternate finishes or spatial layouts that allow the proposer to submit a more competitive price proposal. The proposal must clearly label the primary proposal, and all alternates, and a clear breakdown of the price differentials should be delineated. DGS will consider and evaluate the primary and all alternate proposals at its sole discretion.

TYPE OF AGREEMENT

The selected party will be expected to enter into a lease agreement in substantially the same form as the sample lease which is attached as **APPENDIX A** of this SFP. **The terms and conditions of this SFP and the selected party's proposal will be incorporated into the lease by reference.**

REJECTION OF PROPOSALS

The Commonwealth reserves the right to reject any and/or all proposals received as a result of this request, or to negotiate separately with competing contractors. If, in the opinion of the Commonwealth, contract negotiations with the selected party cannot be concluded **within 60 days following the selected party's receipt of a draft lease agreement**, the Commonwealth

may at its sole discretion, immediately discontinue negotiations with the selected party and commence negotiations with any other interested party.

INCURRING COSTS

The Commonwealth is not liable for any costs incurred by interested parties related to the preparation of their proposals for this SFP.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the interested party's ability to meet the requirements of the SFP.

ORAL PRESENTATION

An interested party that submits a proposal may be required to make an oral presentation of its development plan to DGS.

AMENDMENT TO THE SFP

If it becomes necessary to revise any part of this SFP, an amendment will be issued to all interested parties who received the original SFP. **For any interested party who downloads the SFP from the DGS website, it will be that party's responsibility to check the website for amendments to the SFP prior to the submission of its proposal.**

SELECTED PARTY RESPONSIBILITIES

The selected party will be required to assume responsibility for all services offered in the proposal whether or not the selected party actually performs them. Further, the Commonwealth will consider the selected party to be the sole point of contact with regard to contractual matters.

DISCLOSURE OF PROPOSAL CONTENTS

- **Confidential Information.** The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of proposers' submissions in order to evaluate proposals submitted in response to this SFP. Accordingly, except as provided herein, proposers should not label proposal submissions as confidential or proprietary or trade secret protected. Any proposer who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c.(2) below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- **Commonwealth Use.** All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the issuing office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a lease. Notwithstanding any proposer copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure

requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

- **Public Disclosure.** Public records requests for proposals are governed by and shall be handled in the following manner:

After the award of a lease pursuant to this SFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq., commencing January 1, 2009. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt from disclosure under 65 P.S. § 67.708(b)(11).

NEWS RELEASES

News releases pertaining to this project will be made in coordination with the issuing office, and subject to Commonwealth approval.

FACILITY ACCESS

Consistent with safety and operational factors, the selected proposer will provide the Commonwealth unlimited access to the leased premises during the construction period.

PENNSYLVANIA STATE SALES AND USE TAX

The proposed facility is subject to all applicable Pennsylvania Sales and Use Tax legislation. There is no special tax exemption for this project.

ORDER OF PRECEDENCE

If any discrepancies in interpretation arise, the terms of the Lease Agreement are the first point of reference, the SFP and all attachments are the second, and the Proposal is the third.

II. PROPOSAL REQUIREMENTS

INTRODUCTION

This section contains instructions governing the proposals to be submitted and the material to be included in the proposal. The proposal shall be submitted in the format delineated below.

It is the obligation of the proposer to become fully cognizant of all factors relevant to the site including, but not limited to, existing and surrounding zoning and zoning requirements, physical characteristics and conditions of the site and improvements, asbestos and environmental hazards, adequacy of public facilities, utility services, legal restrictions, and all other information relating to legal requirements, land-use planning, or design requirements and restraints.

REQUIRED DOCUMENTS

The following required documents **must** be completed accurately and submitted as part of your proposal (**APPENDIX B**):

1. GSRE -19 Proposal to Lease Space to the Commonwealth

As indicated on GSRE – 19, certain required services should be included as part of your proposal. The required services are, but are not limited, to the following:

- a. All Utilities
 - b. Janitorial Services and Supplies (please check the janitorial schedule included in the Agency Specifications attached to this SFP.)
 - c. Trash Removal
 - d. Snow and Ice Removal
 - e. Sewer and Water
 - f. Lawn and Shrub Care
 - g. Acquisition of the Site
 - h. Permitting
 - i. All Professional Fees
 - j. Financing
 - k. Building Construction
 - l. Real Estate Taxes
 - m. Insurance
- 2. GSRE - 6 Lessor Identity Disclosure**
- 3. GSRE - 47 Agency Agreement/Limited Agent Authority**
- 4. GSRE - 42M Contractor Responsibility Certification**
- 5. GSRE - 54 Notice - Bureau of Real Estate is Sole Agent for Commonwealth**
- 6. GSRE – 63 Acknowledgment/Usable Area Definition**
- 7. GSRE – 64 Consent to Release or Obtain Information and Contact Professional References**
- 8. Prevailing Wage Pre-determination issued by the Department of Labor & Industry**

In addition to the required standard forms, a graphic schedule and narrative on the schedule through the design and construction phases of the project is required. This schedule will be used to complete **Paragraph 18** of the draft lease agreement (APPENDIX A), and will include how

the proposer plans to meet its proposed final completion date. The schedule for the development of the site should include but are not limited to:

- Test Fit
- Site Control
- Code and Building Permit Approvals
- Construction
- Utility Disconnect/Reconnect

ADDITIONAL INFORMATION

In order to assist with the evaluation of your proposal, the following should be included with your proposal package:

- Drawings - Site Plan(s), Floor Plans, Elevations and Building Sections.
- Photographs - Please mark photographs for easy reference.
- Any documentation the proposer determines to be necessary to explain the proposal.

APPENDIX A

**LEASE STANDARD TERMS AND
CONDITIONS**

Lease Standard Terms and Conditions

I. Definitions:

The following terms shall be defined as follows:

1. **Additional Rent** – Adjustable rent, up to a maximum annual amount of 5% of the preceding year's Additional Rent, shall be made to cover increases or decreases in the costs of real estate taxes, utilities, water, sewer, trash removal, insurance and janitorial services. The actual amount of the adjustment (increase or decrease) shall be determined by annually applying the CPI-U, NE Cities Index (Consumer Price Index for all Urban Consumers, Northeast Cities index, all items, as found in table 11 of the CPI Detailed Report published by the U.S. Department of Labor, Bureau of Labor Statistics) to the amount of the Additional Rent for the preceding year of the Lease. The Additional Rent shall not be adjusted to reflect actual costs incurred by Lessor during the term of this Lease, nor shall the amounts paid as Additional Rent be adjusted to reflect changes in the above Lessor costs.
2. **Base Rent** – Negotiated rent, not including Additional Rent, due to Lessor.
3. **Commencement Date** – The first day of the calendar month after the date the Premises are accepted for occupancy by the Lessee, as memorialized by the Using Agency's completion and execution of an "Acceptance of Leased Premises and/or Renovations Inspection Report" (GSRE-42-N(08-13), a sample of which is attached hereto as Exhibit 1.
4. **Common Areas** – Any space in a building affording common use for all tenants, with the exception of vertical penetrations (elevator shafts, flues, vertical ducting). Common Areas shall include but not be limited to building and elevator lobbies, corridors including but not limited to those leading from the elevator to the tenant space, restrooms, building break rooms, building conference rooms, janitorial closets and storage rooms.
5. **Commonwealth of Pennsylvania Standard Building Specifications** – The Commonwealth's standards for building, renovating, maintaining, operating, and repairing the Premises as set forth on Attachment B.
6. **Commonwealth of Pennsylvania Using Agency Building Specifications** – The Commonwealth of Pennsylvania's standards for building, renovating, maintaining, operating, and repairing the Premises as set forth on Attachment C. Items referenced in these specifications are specific to the Using Agency and may not apply to all Commonwealth leases.
7. **Consent Form** – A document signed by the Lessor, and approved by DGS/BRE, that states that the Lessor is aware of the Leasehold Improvement(s) requested by the Lessee and that the Lessor is allowing the Lessee to complete those Leasehold Improvements at Lessee's cost, as set forth on Exhibit 2.
8. **CPI** – The United States Bureau of Labor, Statistics, Consumer Price Index, all Urban Consumers, Northeast Cities Index, all items, as found in Table 11 of the CPI Detailed Report published by the U.S. Department of Labor, Bureau of Labor Statistics. The CPI-U, NE Cities Index reported four months prior to each anniversary of the Commencement Date shall be used to determine the amount of the adjustment to the Additional Rental Rate.
9. **DGS/BRE** – Department of General Services, Bureau of Real Estate.
10. **Execution Date** – Shall be the date the lease is signed by the Secretary of General Services after all other approvals have been obtained and shall be entered on the appropriate line of the first page of the Lease Cover Sheet.
11. **Expiration Date** – Shall be the date the lease is set to expire as identified on the Lease Cover Sheet.
12. **Initial Term** – Shall be the number of years identified on the Lease Cover Sheet that begins on the Commencement Date.

13. **Lease** – Is collectively comprised of all of the documents as identified on the Lease Cover Sheet.
14. **Lease Cover Sheet** – Shall include, but not be limited to, the name of the Lessor, the name of the Lessee, the Rent, the Initial Term, and the Net Usable Square Feet. Shall be the cover page to the Lease.
15. **Lease Amendment** – Written agreement between Lessor and Lessee which modifies the Lease.
16. **Leasehold Improvements** – Additions, alterations or improvements to the Premises and/or Common Areas, which occur after the Commencement Date.
17. **Lease Year** – Each successive twelve (12) month period starting on the Commencement Date.
18. **Lessee** – The Commonwealth of Pennsylvania, acting through the Department of General Services, on behalf of the Using Agency identified on the Lease Cover Sheet.
19. **Lessor** – Title owner that has the right to lease the Premises to Lessee.
20. **Net Usable Square Feet** – Shall be the number of square feet identified on the Lease Cover Sheet. Measurement computed by measuring the area to be used by the Using Agency from the inside perimeter walls surrounding this area, excluding stairwells, elevator shafts, public restrooms not within the leased space, mechanical and building equipment rooms and any area used by the Lessor. Lessor agrees that in a multiple tenant facility, if the building configuration requires a common access corridor serving more than one Commonwealth program area entrances, then that corridor space shall not be considered part of the net usable square footage.
21. **Normal Business Hours** – Monday through Friday 7:00 a.m. - 7:00 p.m. unless otherwise specified on the Lease Cover Sheet.
22. **Pre-Construction Meeting** – Meeting held between the Lessee, including but not limited to its agents, employees, licensees or invitees, and Lessor, including but not limited to its agents, contractors, subcontractors, employees, licensees, or invitees, after a lease or amendment is fully executed, but prior to any Work commencing on the leased Premises.
This meeting is intended to review and discuss final plans, timelines and concerns of all parties involved.
23. **Premises** -- The property or part of the property, more specifically described on the plan and/or specifications attached to this Lease and consisting of the amount of net usable square feet identified on the Lease Cover Sheet, together with Common Areas. Lessor and Lessee agree that the plan and/or specifications are subject to adjustment as agreed upon by the Lessor and Lessee, and in the event that there are adjustments to the plan and/or specifications, the Lessor and Lessee agree to replace any documents related hereto with a revised version of such document in order to accurately depict the Premises.
24. **Rent** – The monthly payment to Lessor by Lessee for use of the Premises, as determined by multiplying the amount of Net Usable Square Feet set forth on the Lease Cover Sheet by the Rental Rate. Rent shall be paid in equal monthly installments.
25. **Rental Rate** – The sum of the Base Rent and the Additional Rent, as set forth on the Lease Cover Sheet.
26. **Termination Date** – shall be the date the Lease is terminated with prior notification from the Lessee to the Lessor.
27. **Using Agency** – The Commonwealth of Pennsylvania Agency which occupies the leased Premises and is identified on the Lease Cover Sheet.
28. **Work** – Consists of the construction and renovation of the Premises substantially in accordance with all plans and specifications set forth on **Attachment B** and **Attachment C**.

II. Background:

1. By the *Act of April 9, 1929, P.L. 177, as amended, 71 P.S. Section 632(d)*, the Department of General Services is, with the approval of the Board of Commissioners of Public Grounds and Buildings, authorized and empowered to rent proper and adequate offices, rooms or accommodations for any department, board or commission which cannot be properly and adequately accommodated with offices, rooms and accommodations in the Capitol buildings.
2. Lessee desires to lease the net usable square footage, as defined on the Lease Cover Sheet, from Lessor for use by the Using Agency, upon the terms and conditions set forth in the Lease.
3. Lessor owns or has the right to lease the Premises to Lessee.
4. In consideration of the following mutual promises and intending to be legally bound hereby, Lessor and Lessee agree to the following Terms and Conditions:

III. Terms and Conditions:

1. **Incorporation of Definitions and Background Clauses.** Any and all background clauses, definitions and Exhibits are incorporated into the Lease by reference.
2. **Premises.**
 - a. Lessor leases the Premises to Lessee for use and occupancy by the Using Agency, and Lessee leases the Premises from Lessor for use and occupancy by the Using Agency.
 - b. The Net Usable Square Feet shall be subject to verification, in accordance with the procedure set forth in Paragraph 17 "Completion" below. Lessee shall have the right to use any space within the Premises in excess of the Net Usable Square Feet without the requirement to pay any additional rent, costs or charges. In the event the actual net usable square feet is less than the Net Usable Square Feet, then, Lessee shall have the right to (i) reduce the amount of Net Usable Square Feet and pay for the reduced amount of the Net Usable Square Feet; or (ii) terminate the Lease without liability for any costs or future rent, if Lessee determines, in its sole judgment, that the actual amount of Net Usable Square Feet provided is insufficient to meet Lessee's needs.
 - c. Lessor shall lease the number of parking spaces to Lessee as referenced on the Lease Cover Sheet. Lessor agrees that these parking spaces are included in the Rental Rate for the Premises as set forth on the Lease Cover Sheet. Lessor agrees that there is no additional payment due for these parking spaces.
3. **Term.** The Initial Term of the Lease shall be the number of years referenced on the Lease Cover Sheet. The Initial Term shall begin on the Commencement Date and end, without the necessity of notice from either party to the other, on the expiration of the number of years in the term, subject to the renewal options set forth on the Lease Cover Sheet.
4. **Rent.**
 - a. Lessee shall pay Lessor Rent for the use and occupancy of the Premises.
 - b. The Rental Rate for all succeeding Lease Years, including any option terms, shall be calculated by Lessee, without the necessity of a request from Lessor, as follows:
 - i. Multiply the percentage of change in the CPI by the Additional Rent for the then current Lease Year. The resulting product will equal the amount of increase or decrease in the Additional Rent for the succeeding Lease Year.
 - ii. The amount of the increase or decrease shall be applied to the Additional Rental Rate for the current Lease Year, to arrive at the Additional Rent for the succeeding Lease Year. The

adjusted Additional Rent will then be added to the Base Rent to calculate the Rental Rate for the succeeding Lease Year.

5. **Rent Payments.**

- a. Lessee shall make Rent payments electronically through Automated Clearing House (“ACH”). Lessor shall complete the Pennsylvania Electronic Payment Program (PEPP) Enrollment Form, which is available at: <https://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>.
 - i. No later than 10 days after Lessor’s receipt of the executed Lease, Lessor shall submit the completed PEPP Enrollment Form by fax to the Commonwealth of Pennsylvania, Vendor Data Management Unit, Payable Service Center at 717-214-0140, or by mail to the Commonwealth of Pennsylvania, Office of Budget, Payable Services Center, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
 - ii. It shall be the responsibility of the Lessor to ensure that the ACH information submitted is correct and to ensure the most current information is provided to the Vendor Data Management Unit throughout the term of the Lease. Failure to timely submit and maintain accurate and complete ACH information may result in delays in Rent payments.
 - iii. Lessor hereby acknowledges and agrees that failure to timely submit and maintain accurate and complete ACH information may result in delays in Rent.
- b. Lessee reserves the right, upon thirty (30) days prior written notice to Lessor, to offset future Rent payments to recover any prior Rent overpayment made by Lessee to Lessor.
- c. Lessor agrees that Lessee may offset the amount of any state tax liability or other obligation of Lessor or its subsidiaries to the Commonwealth against any payments due the Lessor under any contract with the Commonwealth.

6. **Taxes.** Lessor shall pay, in a timely manner, all real estate taxes and municipal, general and special assessments and other taxes of any nature applicable to the Premises and the Common Areas, as well as the parking spaces subject to this Lease, directly to the taxing authority.

7. **Non-Appropriation/Cancellation.** It is understood and agreed between the parties hereto that if the governmental function for which the Premises are being leased, is abolished, limited, or restricted, by any Act of Legislature, including a failure of sufficient appropriation by the General Assembly to continue payment of the Rent or any other amount hereunder, or by Law of Congress, or by any Action taken under authority conferred by such acts or laws, or decision of court; then the Lessee shall have the right to cancel this Lease by giving one month's notice in writing. At the option of the parties, if they have agreed on the total costs of renovations prior to the execution of this Lease and the Lease is canceled pursuant to the provisions of this Paragraph, if the Agency's annual appropriations permit, Lessee shall reimburse Lessor for any unamortized costs of renovations performed by Lessor pursuant to this Lease at Lessee’s request, and which are peculiar to Lessee’s tenancy.

8. **Termination for Convenience.** In addition to any rights of termination already contained in the Lease, Lessee is hereby granted the right to terminate this Lease in accordance with this clause whenever the Lessee shall determine in its sole discretion that such termination is in the best interest of the Lessee. Lessee must provide at least six (6) months prior written notice to Lessor of the intended date of termination. Such termination date may not be prior to the expiration of at least fifty percent (50%) of the initial term of this Lease. In the event Lessee exercises this option to terminate for its convenience, Lessee shall pay Lessor a sum equivalent to three (3) months Base Rent as an early termination fee (early termination fee). In addition to the early termination fee, if the parties have agreed on the total costs of renovations prior to the execution of the Lease and the Lease is cancelled by Lessee pursuant to the provisions of this Paragraph, Lessee shall reimburse Lessor for any unamortized costs of renovations performed by Lessor pursuant to this Lease at Lessee’s request, and which are peculiar to Lessee’s tenancy.

Upon payment of the early termination fee, and any unamortized costs (if applicable), Lessor releases Lessee from any claims whatsoever, at such time or in the future, whether known or unknown, for any damages, consequences or liabilities associated with Lessee’s exercise of this Termination for Convenience clause.

9. **Options.** Lessee, at its sole discretion, shall have the option to renew this Lease for additional terms as identified on the Lease Cover Sheet. In order to exercise an option, Lessee must give Lessor three (3) months' prior written notice before the expiration of the then current term of this Lease. The Rental Rate for each option term shall be calculated by adding the Additional Rent to the Base Rent for the option term.
10. **Holdover/Termination.** Should Lessee holdover in possession after the expiration of the Initial Term of this Lease (without exercising any option to renew), or after the expiration of any renewal term (without exercising any remaining option to renew), such holding over shall not be deemed to extend the term of this Lease or any renewal term, but the tenancy thereafter shall continue from month to month, subject to the covenants and conditions of this Lease, until either party shall give the other three (3) months' notice in writing of its intention to terminate the tenancy. During any such holdover periods, the Base Rent will remain the same, for a period of three (3) months, as it was prior to the expiration of the term. Effective on the first day of the fourth month of any holdover period, the Lessee shall pay the amount of the Base Rent specified for the Option period as identified on the Lease Cover Sheet.
11. **Lessor's Duty to Mitigate Damages.** In the event Lessee abandons the Premises prior to the end of the then-current lease term, Lessor shall have an affirmative duty to proceed in good faith and with due diligence to make reasonable efforts to mitigate its damages and prevent further loss.
12. **Lessee's Alteration Rights.** For the life of the Lease, the Lessee must be offered the option to upgrade existing space for operational use, or to make additional alterations and renovations to the facility. In situations when the Lessor pays the upfront costs for the renovations or upgrades to the existing space, Lessor and Lessee hereby agree and acknowledge that the Lessee will reimburse Lessor.
13. **Utilities**
 - a. Lessor shall, at its sole cost and in return for Rent paid by Lessee pursuant to this Lease, provide, maintain, and pay the costs and periodic charges for, the following:
 - i. Heat, ventilation and air conditioning ("HVAC") for the Premises and all Common Areas in accordance with the standards set forth in **Attachment B**;
 - ii. All energy and utilities provided, used and consumed on the Premises and the Common Areas, including but not limited to gas, oil, electric, steam, water and sewer; except usage charges for telephone, CATV, internet and other communication services utilized by Lessee, which shall be arranged for and paid by Lessee;
 - iii. Hot and cold water to the Premises and the Common Areas (including restrooms within or serving the Premises); and
 - iv. Passenger and freight elevator services (including loading dock access and use) for access within, to and from the Premises. Lessor shall make no change in the elevator service provided to Lessee after the Commencement Date, without the Lessee's prior written consent.
 - b. Lessor shall, at its sole cost and in return for Rent paid by Lessee, provide access and consent to install or connect telecommunications cabling and equipment, including but not limited to telephone, CATV, high speed data transmission and internet connectivity on each floor of the Premises, occupied by Lessee, Lessor shall coordinate with the Using Agency designee and selected provider to arrange for such installation and connection through such infrastructure at Lessor's expense and in accordance with **Attachment B** and **Attachment C**. Additional changes or upgrades to the voice and data system after the initial scope of work is completed will be at the Lessee's expense and Lessor will provide access and consent to install.
 - i. The amount of Rent presumes a normal work week and hours for the Using Agency employees of Monday through Friday, from 7:00 A.M. to 7:00 P.M., unless otherwise specified in **Attachment C**. Lessee shall have the right to use the Premises seven days a week, twenty-four hours a day.
 - c. All other utility services, and elevator service, shall be maintained to the Premises and the Common Areas at the same level of service during all hours as during normal business hours, without additional cost to Lessee.

14. **Services.**

- a. *Ice and Snow Removal.* Lessor is responsible for snow and ice removal of sidewalks and parking areas within four hours after cessation of snow, sleet or icing weather. It is the Lessor's responsibility to correct all unsafe conditions relating to freezing and thawing. Lessor is responsible for the cleaning/repairing and maintenance of the roofs, gutters and awnings. Gutters should be cleaned on a regular basis and snow and sleet should be removed within four (4) hours of cessation.
- b. *Janitorial Services.* Lessor shall provide janitorial services as outlined in **Attachment B.**
- c. *Landscaping, Finish Grading, and Seeding.* Lessor shall furnish all labor, materials, and equipment as necessary to complete topsoil spreading, finish grading, sodding, seeding, and shrubbery planting as required to produce a uniform, weed-free stand of grass and acceptable landscaping. Lessor is responsible for maintaining shrubs, grass, including but not limited to mowing, and landscaping for the life of the lease.
- d. *Trash Dumpster/Trash Cans.* Lessor shall provide a designated trash area adjacent to the facility of a sufficient size to accommodate an appropriate commercial sized trash dumpster for solid waste. Lessor will maintain a waste management contract for the life of the lease. Individual trash cans capable of holding .5 gallons to 5 gallons and recycle cans capable of holding up to 5 gallons will be provided, collected and maintained for each workstation and office by the Lessor.
- e. *Recycling: Ordinances and Regulation.* Lessor shall:
 - i. Establish and maintain a separation and collection procedure for the removal of recyclable materials from the leased Premises;
 - ii. Collect, at a minimum, aluminum, high grade office paper, and corrugated paper;
 - iii. Comply with Act 101 of 1988 and any existing local codes and ordinances relating to the separation and disposal of recyclable materials;
 - iv. Provide suitable containers, dumpsters, etc., for collecting and storing recyclable materials;
 - v. Empty all recycling receptacles and remove recyclables to a designated area as often as necessary taking into consideration the volume of the recyclables and health concerns; and
 - vi. Assume all costs involved in collecting, storing and removing recyclables.
 - vii. Lessee reserves the right to identify those recyclable materials, generated from agency operations at the leased Premises, which Lessee desires to sell as serviceable property. Lessee reserves the right to dispose of such materials itself. When and if the Lessee exercises this discretion, the Lessor shall thereafter not be responsible for those materials selected by the Lessee for disposal by the Lessee.

15. **Maintenance and Repairs.** Lessor, at its sole cost and in return for Rent paid by Lessee, shall maintain, repair, replace and provide the continuous upkeep of the exterior of the building and all internal building systems, including but not limited to, electrical, lighting, plumbing, heating, ventilation equipment, air conditioning, elevators, escalators, and/or lifts, as set forth herein and as more specifically stated in **Attachment B** and **Attachment C.** Lessor shall not be responsible for damages caused by Lessee's negligence, or the negligence of Lessee's employees or agents. Service response times must be within twenty four (24) hours.

- a. *Maintenance Contracts.* Lessor shall secure maintenance service contracts, with certified service providers, for the life of the Lease, in the following areas: roof, HVAC systems, and elevators in compliance with **Attachment B.**
- b. *Elevators.*
 - i. All elevator equipment and systems shall be in operating order 24 hours per day and shall be serviced and maintained by the Lessor for the term of the Lease.

- ii. Lessor shall provide proof of semi-annual preventative maintenance and/or repairs to all elevator equipment and systems. The reports shall be provided in writing within 30 days of completion of any service and/or repairs to the DGS/BRE, Room 503, North Office Building, Harrisburg, PA 17125. The semi-annual maintenance will include, but is not limited to, the service of the following items: Hydraulics, cables, controllers.
 - iii. All elevator equipment and systems should be inspected bi-annually by a 3rd party certified inspector. If the elevator is found to be non-compliant, then an inspection will be completed by the Department of Labor and Industry. If the elevator is constructed prior to 2004 it must comply with 34 PA Code Chapter 7; if the elevator is constructed after 2004, the inspection must comply with ASME A17.1.
 - iv. Lessor shall notify Lessee at least one (1) day in advance of taking the elevator offline for maintenance and/or repair and give Lessee an estimated completion date of the maintenance and/or repair and when the elevator will be back online.
 - v. Lessor shall respond to an elevator entrapment within thirty (30) minutes of notification. If the Lessor fails to respond within thirty (30) minutes, the Lessee shall charge the Lessor Seventy-Five Dollars (\$75.00) for each failure to respond.
 - vi. Should more than three (3) elevator entrapments happen within six (6) months, then the Lessor shall have all elevator equipment and systems inspected and repaired within thirty (30) days of request by Lessee. Lessor shall provide Lessee a written report of the inspection and repair work of the elevator equipment and systems within five (5) business days of the completed inspection and within five (5) business days of the completed repair work.
 - vii. Lessor shall provide Lessee with a yearly preventative maintenance schedule for all elevator equipment and systems.
- c. *Lighting.* Lessor shall provide, install and replace all light bulbs, tubes, ballasts and starters. This stipulation also includes the parking area(s). All lighting shall be maintained as specified in **Attachment B**.
- d. *Heating, Ventilation and Air Conditioning.*
- i. All HVAC systems shall be designed, maintained and operated in a manner which maximizes energy efficiency. All equipment and systems shall be in operating order twenty-four (24) hours per day and shall be serviced and maintained by Lessor. Systems shall be inspected and serviced regularly to ensure proper balancing and calibration.
 - ii. Heating and air conditioning systems shall provide and maintain an inside automatically controlled temperature in accordance with **Attachment B**. Failure to follow **Attachment B** shall be considered a violation of the Lease.
 - iii. Lessor shall provide proof to Lessee of routine semi-annual maintenance/repairs to HVAC systems and respective components. Lessor shall provide the written reports to Lessee within thirty (30) days of completion of any service/repairs. The semi-annual maintenance will include, but is not limited to the service of the following items: boilers, boiler stacks, chillers, air handling units, coils, filters, belts, cooling towers, pumps, chilled water cooling systems, hot water heating systems, compressors, fan coil units, heat pumps, HVAC system controls, changing filters, checking baffles, ductwork, damper positions and system balance.
 - iv. All HVAC systems shall be tested and inspected by Lessor prior to Lessee occupancy to determine if the environmental conditions, as stated in the Lease, are met, and if adequate ventilation is provided for each area in accordance with the most current standards and guidelines of the American Society of Heating, Refrigerating & Air Conditioning Engineers ("ASHRAE"). Upon completion of testing and inspection, a certified report, signed by a registered engineer, who is certified by the National Environmental Balancing Bureau (NEBB), shall be submitted to the DGS/BRE, Room 503 North Office Building, Harrisburg, PA. 17125. The report shall be valid proof that the systems have been tested, adjusted, and balanced in accordance with the referenced standards, and be a true representation of how the systems are operating.

- v. Lessor shall be responsible throughout the term of the Lease to provide, at the request of Lessee, testing of the environmental conditions within the Premises, to include the submission of a detailed report signed by a registered engineer. The report should include recommendations for HVAC system modifications, if required to provide adequate ventilation and environmental conditions as stated per the Lease.
- vi. Lessor shall provide Lessee with a yearly preventative maintenance schedule for all HVAC systems.
- e. *Certification.* Lessor shall submit, within one (1) month after the Commencement Date, and for each year thereafter, current certifications for all service contractors referenced in this Paragraph, **Attachment B**, and **Attachment C** to prove that all service systems are being serviced and inspected on an acceptable periodic basis.
- f. *Building Manager.* Lessor shall have a building superintendent or a locally-designated representative available to proactively manage the Premises and to promptly respond to Lessee's requests to correct any deficiencies.
- g. *Painting.*
 - i. Lessor shall repaint the Premises every five (5) years during the term of this Lease, and any option terms, after Normal Business Hours. Lessor shall be responsible for the cost of moving furniture and equipment. Lessor shall contract with the furniture vendor selected by Lessee to move the furniture and equipment. Lessor shall notify Lessee at least forty-eight (48) hours in advance of repainting. Any repainting of the Premises, in whole or in part, may be waived by Lessee if it is determined that such repainting is not necessary.
 - ii. Lessor shall, upon Lessee's request, repaint portions of the Premises more frequently, if necessary, to maintain an appropriate appearance.
 - iii. Should the Premises contain lead-based paint, Lessor shall be responsible for the abatement of the lead-based paint in accordance with state and federal standards, whichever standards are higher or most stringent shall prevail.
- h. *Parking Lot.* Lessor shall be responsible, throughout the term of the Lease, for the maintenance and repair, including but not limited to, the black top of the Parking Lot. Lessor shall respond within ten (10) business days of notification by Lessee of holes and/or cracks, which pose a safety hazard, in the Parking Lot.

16. **Construction or Renovations.** Lessor shall:

- a. Construct and renovate the Premises, at Lessor's sole cost and expense, and in return for Rent paid by Lessee, in accordance with all plans and specifications set forth in **Attachment B** and **Attachment C**, and within the dates set forth in the Construction Completion Timeline Section of the Lease Cover Sheet; and
- b. Not begin any construction or renovation until after the Lease has been executed and a Pre-Construction Meeting has been held; and
- c. Comply with all applicable local, state and federal construction codes, regulations, statutes, ordinances and laws, applying whichever is most stringent. All work shall conform to the latest standards of the trade; and
- d. Furnish all labor, superintendence, materials, tools and equipment and perform all work necessary to complete all construction to the satisfaction of the Lessee; and
- e. Complete all general construction work in accordance with the Work as shown in **Attachment B** and **Attachment C**; and
- f. Not use any construction materials containing asbestos. If Lessor is renovating a space and finds friable materials containing asbestos, then Lessor shall remove the friable materials containing

asbestos in accordance with OSHA and EPA regulations. Contractors need to be trade specific licensed/certified to remove the friable materials containing asbestos; and

- g. Shall restore the area in such a manner that is acceptable to Lessee; and
- h. Shall comply with the Americans with Disabilities Act (ADA), whether or not specifically mentioned in the specifications or depicted on the drawings. All work must be in accordance with all local, state, and federal codes and regulations, whichever is most stringent, regarding ADA.

17. Completion.

- a. Upon receipt of an executed copy of this Lease, Lessor shall, all in accordance with the dates set forth in the Construction Completion Timeline Section of the Lease Cover Sheet, undertake the following:
 - i. Within thirty (30) days, furnish Lessee with detailed plans, specifications, drawings and other relevant construction documents (collectively, "Documents") pertaining to the construction and/or renovation;
 - ii. Within thirty (30) days after the receipt of the Documents, Lessee shall then review and either approve or reject the Documents. Lessor and Lessee agree that the approved Documents shall depict, as accurately as possible, the Premises. In the event Lessee's review exceeds thirty (30) days, the completion schedule shall be extended accordingly to incorporate the number of days exceeding the initial thirty (30) day review period;
 - iii. Within thirty (30) days of Lessee's approval of the Documents, Lessor shall then commence the construction and/or renovation in accordance with the approved Documents;
 - iv. Within thirty (30) days after Lessee has approved of the Documents, provide Lessee with a construction timeline;
 - v. Shall have the entire project completed, including final clean-up and the securing of all occupancy licenses or permits required by any governmental entity for occupancy, within One Hundred Eighty (180) days;
- b. Upon completion of the Work, to prove that the Premises are ready for occupancy, Lessor shall, at Lessor's expense:
 - i. Arrange for field measurements of the Premises and verification of the Net Usable Square Footage by a licensed architect and/or engineer;
 - ii. Provide Lessee with a written certificate from Lessor's architect/engineer that shall include a sealed set of drawings showing, in red, any changes in the dimension of the Premises, or in the Net Usable Square Feet, from the last set of drawings which Lessor provided to the DGS/BRE. The certificate shall: (i) include the date(s) when the measurements were done; (ii) specify the Net Usable Square Feet; and (iii) state that the Net Usable Square Feet were determined based upon the Commonwealth's net usable square footage definition. The certificate must be signed by the architect/engineer and bear such professional's seal. The Net Usable Square Feet shall be subject, at any time, to verification by Lessee;
 - iii. Furnish complete as-built drawings of the completed structure in an AutoCAD version and format acceptable to Lessee, together with hard copy drawn to a minimum 1/8 inch = 1 foot scale;
- c. Unless Lessee has agreed, in writing, to an extension of the completion date for the Work, if Lessor fails or refuses to comply with the provisions in this Paragraph, Lessee, after giving Lessor thirty (30) days' notice, in writing, shall have the right to terminate this Lease and/or exercise any other remedy it may have under the Lease or at law. Furthermore, in addition to these rights, Lessor must pay Lessee, at Lessee's option, as liquidated damages, one percent (1%) of the first year's annual Rent under this Lease for each and every day the Premises are not ready for occupancy by the date provided herein.

- d. No Rent shall be due or payable until:
 - i. Lessee completes and signs the Acceptance of Leased Premises and/or Renovations Inspection Report (GSRE-42-N (08-13) as set forth on **Exhibit 1** attached hereto; and
 - ii. Lessor has complied with all other provisions of this Lease.

18. **Certificate of Occupancy.**

- a. Lessor shall furnish and visibly display a copy of a Certificate of Occupancy, issued by any and all Federal, state, and local government entities, at the time of occupancy by Lessee of the Premises.
- b. If Lessee, after notifying Lessor prior to the action, increases or decreases staff, Lessor shall be responsible to make sure the Premises remains in compliance with all Federal, state, and local codes, regulations, and/or ordinances in relation to occupancy.

19. **Leasehold Improvements.**

- a. For any and all Leasehold Improvements completed by Lessor, at the request of Lessee, Lessor and Lessee agree and acknowledge that any Lease Amendment, or the Consent Form attached hereto and marked as **Exhibit 2**, must be executed and delivered to Lessor before any Leasehold Improvement is started.
- b. For any and all Leasehold Improvements completed by Lessee, Lessor and Lessee agree and acknowledge that a Consent Form must be executed and delivered to Lessor before any Leasehold Improvement is started.
- c. For any and all Leasehold Improvements requested by Lessee, Lessor and Lessee agree and acknowledge that:
 - i. Lessor shall obtain three (3) quotes from three (3) separate contractors/vendors for the Leasehold Improvement and submit all three (3) quotes to Lessee.
 - ii. A Consent Form or Lease Amendment must be executed and delivered to Lessor before any Leasehold Improvement is started.
- d. Any and all Leasehold Improvements shall be constructed in compliance with all applicable local, state and federal codes, regulations, statutes, and/or ordinances, applying whichever are most stringent.
- e. The Premises shall be restored in a manner that is acceptable to Lessee, when the Leasehold Improvement is completed by Lessor, or acceptable to Lessor, when the Leasehold Improvement is completed by Lessee.

20. **Fire/Safety.** Lessor shall:

- a. Provide, monitor, and maintain, at Lessor's expense, an NFPA compliant fire alarm and evacuation system that is in compliance with all Federal, state, and municipal laws, ordinances and regulations.
 - i. The fire alarm and evacuation system shall be audible and visual.
 - ii. The fire alarm and evacuation system shall be operational twenty-four (24) hours a day, seven (7) days a week.
 - iii. Lessor shall be responsible for providing, installing and maintaining a dedicated voice analog/digital telephone line for the fire and security systems.
 - iv. Lessor shall have the fire alarm and evacuation system serviced and tested annually, in compliance with **Attachment B**; and Lessor shall furnish proof of same to Lessee upon request. All testing of the fire alarm and evacuation system shall occur after Normal Business Hours.

- v. Lessor shall provide Lessee a yearly maintenance schedule for the fire alarm and evacuation system.
- vi. Lessor shall provide ongoing training of the fire alarm and evacuation system, as requested by Lessee, during the term of the Lease.
- b. Provide, monitor, and maintain, at Lessor's expense, an NFPA compliant fire suppression system, including but not limited to fire extinguishers and sprinklers, in compliance with all Federal, state, and municipal laws, ordinances and regulations.
 - i. Lessor shall have the fire suppression system serviced and tested annually, in compliance with **Attachment B**, and furnish proof of same to Lessee upon request. All testing of the fire suppression system shall occur after Normal Business Hours.
 - ii. Lessor shall provide Lessee a yearly maintenance schedule for the fire suppression system.
 - iii. Lessor shall provide ongoing training, as requested by Lessee, during the term of the Lease, of the fire suppression system.
 - iv. Lessor shall be responsible for the inspection and recharging of all fire extinguishers.
- c. Coordinate with the Using Agency a bi-annual Emergency Evacuation Drill.
- d. Prior to any installation and/or updates to either the fire alarm and evacuation system or the fire suppression system or the security system, obtain Lessee's approval of the installation and/or update.
- e. Upon request from Lessee, provide a new locking system and/or associated hardware, after a break-in or a series of thefts or other similar unusual occurrences at the Premises.
- f. Annually test and inspect, without an additional charge to Lessee, any and all other safety systems, including but not limited to emergency generators, on the Premises to ensure proper operation. All testing and inspections shall be done in compliance with all applicable Federal, state, and municipal laws, ordinances and regulations.
- g. Shall display any and all inspection certificates as appropriate and shall provide any and all inspection certificates to Lessee upon Lessee's request.

21. **Insurance.**

- a. At all times during the term of the Lease, Lessor shall procure and maintain, at its expense, the following types of insurance, issued by companies acceptable to Lessee and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
 - i. Worker's Compensation Insurance for all of Lessor's employees and those of any contractor engaged in work at the Premises, in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereto.
 - ii. Public Liability Insurance to protect Lessee, Lessor and any and all contractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from property damage, which may arise from services performed by Lessor, its agents or employees under this Lease, or from an alleged defective, dangerous or untenable condition of the Premises. The limits of such insurance shall be in an amount not less than \$500,000 each person and \$2,000,000 each occurrence. Such policy shall name the Commonwealth of Pennsylvania as an additional insured.
 - iii. Builders Risk. During the period of any construction of the Premises or the building (including, without limitation, the Work), Lessor shall purchase and maintain (or shall cause its general contractor to purchase and maintain) Builders Risk "All Risk" or equivalent policy form in the amount of the initial construction contract sum plus the value of subsequent contract modifications and the cost of materials supplied or installed by others, comprising the total value of the entire Building on a replacement cost basis without optional deductibles. Such

property insurance shall also cover portions of the Work stored off the site and portions of the Work in transit. Such insurance shall, unless otherwise agreed in writing by all persons and entities that are beneficiaries of such insurance, (a) be maintained until the construction project is complete, (b) include at least the interests of Lessor, Lessee, and any and all contractors, and (c) include Loss of Use insurance due to a covered loss, including Leasehold Interest Coverage in favor of Lessee subject to a minimum limit of twice the Rent due for the first Lease Year. The period of coverage for this Loss of Use shall be, at a minimum, the length of the original construction period of the applicable construction project.

- iv. Property. At all other periods during the term of the Lease, Lessor shall provide "All-Risk" or equivalent property insurance covering the Building and appurtenant structures and improvements up to the full replacement cost thereof, including all fixtures, equipment, machinery and apparatus which constitute a permanent part of such Building, and other structures and improvements. If the coverage is available and commercially appropriate (with commercially appropriate sublimits), such property insurance shall insure against all risks of direct physical loss or damage including without limitation the perils of fire (with extended coverage), and physical loss or damage including theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, and boiler/machinery. Such policy shall also include coverage for debris removal and the enforcement of any legal requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Such policy shall permit partial occupancy as construction progresses.
- b. At all times when Lessor is obligated to maintain insurance coverage as provided in this Paragraph, Lessor shall comply with the following requirements:
- i. All policies will be issued by carriers having ratings of Best's Insurance Guide A- or better, or its substantial equivalent if such Guide is no longer published, and admitted or permitted to engage in the business of insurance in the Commonwealth of Pennsylvania for the past five years. If any coverage is provided by an unrated captive, such captive will have financial resources of equivalent standing to those meriting a rating of Best's Insurance Guide A- or better, with audited financials of the captive to be furnished annually to Lessee.
 - ii. Any non-standard policy or endorsement other than as specified herein must be approved in advance in writing by Lessee, which approval shall not be unreasonably withheld, conditioned or delayed. No policy will contain a deductible or self-insured retention in excess of the limits set forth above, unless mutually agreed by Lessor and Lessee in their sole discretion.
 - iii. If the forms of policies, endorsements, certificates, or evidence of insurance required hereunder are superseded or discontinued, Lessee will have the right to require Lessor to provide other substantially equivalent forms consistent with the standards observed by prudent and reputable owners of office buildings of the same class as the Building, in the locality of the Building. Evidence of the insurance coverage required to be maintained by Lessor hereunder, represented by certificates of insurance issued by the insurance carrier(s) and constituting actual evidence of coverage, must be furnished to Lessee, at the address set forth in Paragraph 36 "Notice," at least thirty (30) days prior to the Commencement Date, and at least thirty (30) days prior to the expiration of current policies. Such certificates will specify the additional insured status (as applicable) of the Commonwealth of Pennsylvania. Such certificates will state that persons and parties required to be named hereunder as additional insureds have been so named, and that such additional insureds will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. The "endeavor to" language contained in any cancellation notice section of such certificate shall be deleted. Such certificates, or a separate writing issued by the insurer or its agent together with such certificate, shall set forth the amounts of deductibles and all self-insured retentions.
 - iv. If Lessor fails to comply with its covenants made in this Paragraph, Lessee may, at its option, cause insurance as aforesaid to be issued, and in such event Lessor agrees to pay the premium for such insurance promptly upon Lessee's demand.
 - v. Lessor may carry any insurance required by this Paragraph under a blanket policy, applicable to the property to be insured hereunder for the risks and in the amounts required pursuant to

this Paragraph, provided that all requirements of this Paragraph shall be complied with in respect of such policy.

vi. If requested in writing, Lessor shall provide to Lessee a certified copy of any and all insurance policies or endorsements required by this Lease, and Lessor shall provide such certified policies to Lessee within thirty (30) days after written request is made. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or changed until at least thirty (30) days' written notice has been given to Lessee.

i. All liability insurance to be maintained by Lessor shall be on an occurrence basis.

c. At least thirty (30) days prior to the Commencement Date, Lessor shall provide Lessee with evidence, reasonably satisfactory to Lessee, that Lessor requires any other tenants of the Building to carry commercial reasonable limits of liability insurance to respond to liability exposures associated with such other tenants' occupancy of the Building.

22. **Hold Harmless.** Lessor shall save and hold harmless Lessee, and its officers, agents and employees, or any of them, from any and all claims, demands, actions, damages, losses liability, and expense (including, but not limited to, consequential damages and reasonable attorney's fees) of any nature based upon or arising out of:

a. Any service performed by Lessor, its agents or employees under this Lease, except such services as are properly performed at the express direction of Lessee; or

b. Any actual or alleged defective, dangerous or untenable condition of the Premises; or

c. Violations of, or noncompliance of the Premises, any statute, ordinance, rule or regulation of any governmental authority, or violations of, or noncompliance with, any statute, ordinance, rule or regulation of any governmental authority on the part of Lessor, its employees, agents or contractors; or

d. Any breach of any of the covenants, representations or warranties of Lessor contained in this Lease; or

e. Any personal injury, death or damage to property caused by Lessor, its employees, agents or contractors.

23. **Damage/Destruction.** In the event of damage to the Premises by fire, flood, lightning, or other Act of God, or act of terrorism rendering it impossible or substantially inconvenient for Lessee to continue to occupy or use the Premises for its operations, the Lessor, after notice from the Lessee of the condition shall have sixty (60) days to repair and/or restore the Premises to a tenantable condition. If Lessor fails to repair and/or restore the Premises within said period of sixty (60) days, or if Lessor fails to make reasonable progress during the sixty (60) day period, as determined by Lessee in its sole discretion, Lessee may, at its option: a.) terminate this Lease by giving Lessor thirty (30) days' written termination notice or b.) after first giving Lessor fifteen (15) days' written notice, repair and restore the Premises to a tenantable condition, and deduct such costs made in restoration of the Premises from the Rent due the Lessor. At Lessee's option, payment of Rent shall abate as long as the Premises remains in an untenable condition after notice to Lessor and shall resume only after the condition has been substantially corrected. Such abatement shall be prorated on the portion of the Premises that is or remains untenable.

24. **Encumbrances.** Lessor covenants:

a. That it has good and clear title to the Premises, or that it has the right and authority from the owner of the Premises, to lease the Premises to Lessee.

b. That Lessee shall enjoy peaceful and uninterrupted possession of the Premises during the term of this Lease.

c. That Lessor shall execute and provide to Lessee and any mortgagee which may hold an encumbrance against the Premises, a reasonable Subordination, Non-Disturbance and Attornment Agreement with respect to matters related to this Lease and/or the status of performance of obligations by the parties under this Lease.

25. Regulations.

- a. With full understanding by Lessor of the intended use of the Premises by Lessee, Lessor shall ensure that the Premises conform to all applicable laws, codes, ordinances, rules and regulations (collectively, "Regulatory Requirements").
- b. Lessor, at its sole expense, shall promptly take action to comply with changes in any Regulatory Requirements when such changes occur during the term of this Lease and any renewal thereof.
- c. Lessor shall be responsible for the payment of any signage fees imposed by local governmental authorities.

26. Communication Lines.

- a. Subject to all applicable governmental requirements and restrictions, Lessee shall have a non-exclusive right to install, maintain, upgrade, operate, repair and replace, at Lessee's cost, on the roof of the Premises "Rooftop Communication Devices" or "RCD".
 - i. RCD may include, without limitation, a back-up generator, and transmitter(s), microwave or satellite dishes or antenna(s), or other communications fixtures or equipment utilized for receiving or transmitting voice, video, data or other communications, together with all wiring, equipment and facilities reasonably necessary to make the same functional and connected with the Premises.
 - ii. The RCDs shall be for the sole use of Lessee in the operation of their business within and outside the Premises (including, without limitation, public broadcast services), but not for any sublicense for profit.
- b. Subject to all applicable governmental requirements and restrictions, Lessee shall have a non-exclusive right to interconnect the RCD with Lessee's other equipment located in the Premises using risers, conduits, chases, and other mutually agreeable locations in the Premises.
- c. If the Lessee desires to install voice, data or other communications lines (including, without limitation, fiber optic lines) to the Premises, or to communications equipment devices serving the Premises but located outside of the Premises, Lessor shall approve, which approval shall not be unreasonably withheld, delayed or conditioned.
 - i. The allocation of space in risers and conduits not installed by Lessee;
 - ii. The installation of risers and conduits by Lessee;
 - iii. The use of mechanical or equipment space, and appropriate shielding.
- d. In the event of any conflict between any use or installation made, or proposed to be made, by Lessee with any other occupants, tenants, or users of Lessor's building, if such conditions should exist, Lessor shall use its good faith best efforts to afford Lessee priority in such use or installation of communication lines, consistent with Lessor's existing obligations to other occupants, tenants or users of Lessor's building and Lessor's operation of their building.
- e. Lessor shall cooperate with Lessee in establishing protocols enabling Lessee and Lessee's contractors to obtain immediate access to communications rooms within the Premises and/or Lessor's building which contain Lessee's communications equipment.

27. Vending.

- a. Lessee reserves the right to install and operate vending machines on the Premises without any additional payment to Lessor or any sharing of the income derived from the operation of the vending machines.
- b. Lessor shall not install or operate any vending machines in the Premises unless agreed upon by the Using Agency.

- c. If the Premises are located in a multi-tenant building, Lessor may install vending machines in the Common Areas of the Building.
- d. All receipts from the operation of vending machines, after costs of goods sold, and all commissions paid by a commercial vending concern, shall accrue to the licensed blind vendor operating the vending machines on the Premises or, if none, to the Commonwealth Employment Fund for the Blind, as required by the "*Little Randolph-Sheppard Act*", 71 PS §§ 580.1-20.

28. Asbestos.

- a. Lessor represents and warrants that the Premises and/or Lessor's building and/or any of Lessor's building systems or components serving the Premises, and all Common Areas of the Premises will, no later than the Commencement Date, be free of any and all asbestos and asbestos containing materials not properly encapsulated or enclosed in compliance with all applicable law and governmental requirements, without cost or expense to Lessee.
- b. Lessor shall complete and sign the Asbestos Certification attached hereto and marked as **Exhibit 3**, and agrees to comply with the conditions and requirements within the Asbestos Certification.
- c. Lessor agrees to protect, indemnify and save harmless Lessee from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorney's fees and costs), cause of action, suits, claims, demands or judgments of any nature arising from any injuries to, or the death of any person growing out of, or connected with, the presence of asbestos in the Premises or the Building or any of the Building systems or components serving the Premises.

29. Assignment by Lessor.

- a. Lessee shall not be obligated to recognize any assignment or other transfer of the Lease by Lessor, nor shall Lessee be obligated to pay the Rent or other sums payable to Lessor hereunder, to any assignee or other transferee of the interest of Lessor in the Lease, unless and until such assignment or transfer has been approved, in writing, by Lessee, which approval shall not be unreasonably withheld.
- b. Until such approval is granted, Lessee shall have the right to continue to recognize and treat the assigning Lessor as the "Lessor" for all purposes of the Lease.
- c. Lessor shall provide a written request for approval of assignment or other transfer of the Lease by Lessor to Lessee at least ninety (90) days prior to transfer.
- d. Within thirty (30) days following receipt of Lessor's written notice, Lessee shall advise Lessor in writing of the applications, documents and other information required to enable Lessee to assess and act upon Lessor's request for approval.
- e. Within sixty (60) days following receipt by Lessee of all completed applications, documents and other information required to enable Lessee to assess and act upon Lessor's request for approval, Lessee shall provide written notice of their approval or disapproval of such assignment or other transfer.
- f. In no event, shall Lessee's failure to provide such written notice within the sixty (60) days be deemed to constitute Lessee's approval of such assignment or other transfer.

30. Assignment and Subletting by Lessee.

- a. Lessee shall have the right to assign the Lease or sublet all or any part of the Premises subject to the approval of Lessor, which approval shall not be unreasonably withheld, delayed or conditioned.
- b. Notwithstanding the foregoing, and without requiring Lessor's approval, Lessee shall be permitted to assign the Lease or sublet all or any portions of the Premises to any departments or agencies of the Commonwealth of Pennsylvania.
- c. Lessee will not be released from liability as a result of any assignment or sublease.

- d. Notwithstanding the foregoing, use of the Premises by another Commonwealth agency shall not be deemed a sublease or assignment and shall not require the consent or approval of Lessor.

31. Right to Know Law Requirements.

- a. The *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104* ("RTKL") applies to this Lease.
- b. If Lessee needs Lessor's assistance in any matter arising out of the RTKL related to this Lease, it shall notify Lessor using the legal contact information provided in this Lease. Lessor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to Lessee.
- c. Upon written notification from Lessee that it requires Lessor's assistance in responding to a request under the RTKL for information in Lessor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Lessor shall:
 - i. Provide Lessee, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Lessor's possession arising out of this Lease that Lessee reasonably believes is Requested Information and may be a public record under the RTKL; and
 - ii. Provide such other assistance as Lessee may reasonably request, in order to comply with the RTKL with respect to this Lease.
- d. If Lessor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Lessor considers exempt from production under the RTKL, Lessor must notify Lessee and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Lessor, explaining why the requested material is exempt from public disclosure under the RTKL.
- e. Lessee will rely upon the written statement from Lessor in denying a RTKL request for the Requested Information unless Lessee determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should Lessee determine that the Requested Information is clearly not exempt from disclosure, Lessor shall provide the Requested Information within five (5) business days of receipt of written notification of Lessee's determination.
- f. If Lessor fails to provide the Requested Information within the time period required by these provisions, Lessor shall indemnify and hold Lessee harmless from any damages, penalties, costs, detriment or harm that Lessee may incur as a result of Lessor's failure, including any statutory damages assessed against Lessee.
- g. Lessee will reimburse Lessor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. Lessor may file a legal challenge to any Lessee decision to release a record to the public with the Office of Open Records, or in the Pennsylvania courts; however, Lessor shall indemnify Lessee for any legal expenses incurred by Lessee as a result of such a challenge and shall hold Lessee harmless from any damages, penalties, costs, detriment or harm that Lessee may incur as a result of Lessor's failure, including any statutory damages assessed against Lessee, regardless of the outcome of such legal challenge. As between the parties, Lessor agrees to waive all rights or remedies that may be available to it as a result of Lessee's disclosure of Requested Information pursuant to the RTKL.
- i. Lessor's duties relating to the RTKL are continuing duties that survive the expiration of this Lease and shall continue as long as Lessor has Requested Information in its possession.

32. Payment of Prevailing Minimum Wages. Lessor and Lessor's contractor(s) must comply with the following conditions, provisions and requirements in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises:

- a. Lessor and Lessor's contractors shall pay at least the wage rates as determined by the Secretary of the Pennsylvania Department of Labor and Industry and shall comply with the conditions of the *Prevailing Wage Act of August 15, 1961, 43 P.S. § 165-1 et seq.*, and the regulations issued thereto, to assure the full and proper payment of the rates.
- b. Workers in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises shall be paid at least the general prevailing minimum wage rates as set forth in the prevailing minimum wage predetermination, issued by the Secretary of Labor and Industry, attached hereto and marked as **Exhibit 4**.
- c. These requirements apply to work performed in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises by Lessor, Lessor's contractor(s) and all subcontractors.
- d. Lessor shall insert in all its contracts for the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises and shall require the contractor(s) to insert in each of its subcontracts the stipulations contained in these provisions.
- e. No workers may be employed in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises except in accordance with the classifications in the prevailing minimum wage predetermination of the Secretary. If additional or different classifications are necessary, Lessor shall request the Department of General Services to petition the Secretary of Labor and Industry for rates for additional or different classifications.
- f. Workers employed or working in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises shall be paid unconditionally, regardless of whether a contractual relationship exists or the nature of a contractual relationship which may be alleged to exist between a contractor, subcontractor and worker, at least once a week, without deduction or rebate, on any account, either directly or indirectly except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the lease, the *Prevailing Wage Act* or the regulations promulgated pursuant to the Act prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to a worker on a public work.
- g. Lessor shall require its contractor(s) and each subcontractor to post for the entire period of the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the work and at the places used by them to pay workers their wages. The posted notice of wage rates shall contain the following information:
 - i. The name of project.
 - ii. The name of the Commonwealth agency that will be the tenant in the facility.
 - iii. The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - iv. The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.
 - v. A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor or subcontractor are not complying with the act or this title, they may file a protest in writing with the Secretary of Labor and Industry within 3 months of the date of the occurrence, objecting to the payment to a contractor to the extent of the amount due or to become due to them as wages for work performed on the public work project. A worker paid less than the rate specified in the contract shall have a civil right to action for the difference between the wage paid and the wages stipulated in the contract, which right of action shall be exercised within 6 months from the occurrence of the event creating the right.

- h. Lessor shall require its contractor(s) and each subcontractor to keep an accurate record showing the name, craft or classification, number of hours worked per day and the actual hourly rate of wage paid, including employee benefits, to each worker employed by him in connection with the public work. The record shall include deductions from each worker. The record shall be preserved for 2 years from the date of payment and shall be open at reasonable hours to the inspection of the Department of General Services and the Department of Labor and Industry.
- i. Apprentices shall be limited to numbers in accordance with a bona fide apprenticeship program registered with and approved by The Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with *The Apprenticeship and Training Act (43 P.S. §§ 90.1-90.10), approved July 14, 1961*, and the regulations issued thereto shall be employed on the public work project. A worker using the tools of a craft who does not qualify as an apprentice within this Paragraph shall be paid the rate predetermined for journeymen in that particular craft or classification.
- j. Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor and Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.
- k. Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the *Prevailing Wage Act* and the Lease, regardless of the average hourly earnings resulting therefrom.
- l. Lessor shall require its contractor(s) and each subcontractor to file a statement each week and a final statement at the conclusion of the work on the contract under oath, and in form satisfactory to the Secretary, certifying that workers have been paid wages in strict conformity with the provisions of the contract as prescribed by this provision or if wages remain unpaid to set forth the amount of wages due and owing to each worker respectively.
- m. The provisions of the *Prevailing Wage Act (43 P.S. §§ 165-1 through 165-17)* and the regulations issued thereto (*34 Pa. Code §§ 9.101 through 9.112*) are incorporated by reference in the Lease.
- n. As used in this Paragraph, "substantial rehabilitation" is the conversion or adaptation of an existing facility into a safe, structurally sound building, by gutting and extensive re-construction, to make the building suitable for use by Lessee.
- o. As used in this Paragraph, "substantial alterations" are those alterations to an existing facility by Lessor in accordance with the specifications, plans, or drawings contained in the Lease or where the final plans, drawings or specifications must be reviewed and approved by Lessee.

33. Accessibility to the Premises by Individuals With Disabilities. For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth.

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "*General Prohibitions Against Discrimination*," *28 C. F. R. § 35.130*, and all other regulations promulgated under *Title II of the Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of this Paragraph.

34. **Contractor Integrity Provisions.** The word “contractor” as used herein shall refer to Lessor. It is essential that those who seek to contract with the Commonwealth observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
- c. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
- d. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- e. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
- f. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
- g. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
- h. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor’s submission of the contract signed by Contractor.
- i. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - i. Approved in writing by the Commonwealth prior to its disclosure; or
 - ii. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or

- iii. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - iv. Necessary for purposes of Contractor's internal assessment and review; or
 - v. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - vi. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
 - vii. Otherwise required by law.
- j. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
- i. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - ii. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (i) obtaining;
 - (ii) attempting to obtain; or
 - (iii) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- iii. Violation of federal or state antitrust statutes.
- iv. Violation of any federal or state law regulating campaign contributions.
- v. Violation of any federal or state environmental law.
- vi. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- vii. Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- viii. Violation of any federal or state law prohibiting discrimination in employment.
- ix. Debarment by any agency or department of the federal government or by any other state.
- x. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- k. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641 of the Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge

possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- i. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- ii. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- l. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- m. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
- n. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
- o. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
- p. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- q. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph.
 - i. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

- ii. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
- iii. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- iv. "Financial interest" means:
 - (i) Ownership of more than a five percent interest in any business; or
 - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- xi. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.
- xii. "Immediate family" means a spouse and any unemancipated child.
- xiii. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- xiv. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

34. **Contractor Responsibility Provisions.** For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth. It shall be understood that the word "Contractor" as used herein shall refer to Lessor.

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

35. **Offset Provisions.** The word "Contractor" as used herein shall refer to Lessor. The Contractor agrees that the Commonwealth of Pennsylvania (the "Commonwealth") may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
36. **Nondiscrimination/Sexual Harassment Clause.** The word "Contractor" as used herein shall refer to Lessor. The Contractor agrees:
- a. In the hiring of any employee(s) for the performance of work, or any other activity required under the contract, or any subcontract, subcontract, the Contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
 - c. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
 - d. The Contractor and any subcontractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
 - e. The Contractor and each subcontractor shall furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities ("BSBO") for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the BSBO.
 - f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
 - g. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this

Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place Contractor in the Contractor Responsibility File.

37. **Notice.** Any notice or demand from Lessee to Lessor or from Lessor to Lessee shall be in writing and shall be delivered by hand or by deposit in United States mail, postage prepaid, via registered or certified mail. If the Notice is to the Lessor, it should be placed in an envelope addressed to the attention of the Lessor Contact identified on the Lease Cover Sheet. If the Notice is to the Lessee, it should be placed in an envelope addressed to the attention of:

Director
Bureau of Real Estate
Department of General Services
503 North Office Building
Harrisburg, Pennsylvania 17125

37. **Events of Default.** Any one or more of the following events shall constitute an "Event of Default":

- a. Failure of Lessor to provide the services as stipulated in this Lease without disruption or interruption.
- b. Failure of Lessor to maintain the Premises in a safe and tenantable condition.
- c. Failure of Lessor to provide peaceful and uninterrupted possession of the Premises by Lessee.
- d. Failure of Lessor to perform or observe any obligations set forth in this Lease.
- e. Failure of Lessor to notify Lessee of Lease Assignments prior to receiving Lessee's written approval to assign the Lease.
- f. Failure of Lessor to perform or observe any of the other covenants, terms or conditions contained in this Lease within thirty (30) days after written notice by Lessee.

38. **Remedies of Lessee.** Upon the occurrence and continuance of an Event of Default by Lessor, Lessee may, after giving Lessor thirty (30) days' written notice, except as modified as forth herein, exercise one or more of the following remedies:

- a. If any Event of Default by Lessor results in a material disruption in Lessee's business operations at the Premises of longer than twenty four (24) hours and Lessee notified Lessor of the material disruption in Lessee's business operation with a request to cure within a shorter time period of thirty (30) days as to ensure that Lessee does not continue to experience disruption in their business operations and Lessor fails to cure within any such shorter time period stated in said notice, then Lessee may cure, with written notice to the Lessor, the Event of Default, which is a material disruption in Lessee's business operations, at Lessor's sole cost and expense.
 - i. Lessor shall reimburse Lessee for their reasonable costs and expenses, including but not limited to costs incurred due to a temporary move of Lessee, in connection with Lessee curing the Event of Default together with interest on the amount of such costs and expenses, including but not limited to costs incurred for any and all temporary relocation(s), as a result of the Event of Default, of Lessee, at a rate of ten percent (10%) per annum from the date such costs and expenses were incurred.
 - ii. Such reimbursement shall be made within ten (10) days after Lessor receives an invoice from Lessee detailing the costs and expenses of the cure.
 - iii. If Lessor fails to pay the Lessee the full amount, as evidenced in the invoice from Lessee, within ten (10) days after receipt of the invoice, then Lessee shall have the right to set off the full amount due to Lessee against the Rent.
 - iv. Lessor shall continue to be liable to Lessee for any amounts Lessee elects not to offset against Rent.

- b. If an Event of Default poses a risk of material injury or damage to persons or property, and a cure is reasonably necessary to prevent material injury or damage to persons or property, and Lessee so notifies Lessor of this risk and the necessity to cure within a shorter time period of thirty (30) days, and Lessor fails to commence its cure within any such shorter time period stated in said notice to prevent material injury or damage, then Lessee may, after written notice to Lessor, cure the Event of Default which poses a risk of material injury or damage to persons or property.
 - i. Lessor shall reimburse Lessee for their reasonable costs and expenses, including but not limited to costs incurred due to a temporary move of Lessee, in connection with Lessee curing the Event of Default together with interest on the amount of such costs and expenses, including but not limited to costs incurred for any and all temporary relocation(s), as a result of the Event of Default, of Lessee, at a rate of ten percent (10%) per annum from the date such costs and expenses were incurred.
 - ii. Such reimbursement shall be made within ten (10) days after Lessor receives an invoice from Lessee detailing the costs and expenses of the cure.
 - iii. If Lessor fails to pay the Lessee the full amount, as evidenced in the invoice from Lessee, within ten (10) days after receipt of the invoice, then Lessee shall have the right to set off the full amount due to Lessee against the Rent.
 - iv. Lessor shall continue to be liable to Lessee for any amounts Lessee elects not to offset against Rent.
 - c. Lessee shall not be liable to Lessor for the manner in which Lessee performs Lessor's obligations under this Paragraph, and Lessor releases Lessee of any liability of any nature related to such performance.
 - d. Lessee's performance of a Lessor obligation under this Paragraph shall not relieve Lessor from thereafter performing that obligation.
 - e. Terminate this Lease and the tenancy created hereby.
 - f. Abate payment of Rent as long as the Event of Default remains in effect. After corrective action has been completed by Lessor, Lessee shall pay Lessor the withheld Rent less any costs and expenses, including but not limited to, costs incurred for any and all temporary relocation(s) of Lessee, as a result of the Event of Default suffered by Lessee.
 - g. The thirty (30) day notice requirement imposed by Lessee in this Paragraph does not apply where the Event of Default results in Lessee's vacating the Premises. In such an event, the Lessor's thirty (30) day period to cure begins immediately upon the occurrence of the Event of Default notwithstanding that Lessor's written default notice may be sent subsequent to the occurrence of the Event of Default.
 - h. Notwithstanding the last sentence of this Paragraph, Lessee, in its sole discretion, may immediately and permanently abate Rent for the period Lessee is constructively evicted from the Premises.
 - i. Notwithstanding any other provision of this Lease, Lessee in its sole discretion may terminate this Lease and the tenancy created hereby in the event there are three or more Events of Default within any three-hundred sixty-five (365) day period, regardless of whether Lessor cures the defaults in accordance with this Paragraph.
 - j. The remedies of Lessee set forth in this Paragraph shall be in addition to all other remedies available at law or equity to Lessee for any default by Lessor under this Lease.
39. **No Waiver of Rights.** The failure by Lessee to require performance of any provision of this Lease shall not affect Lessee's right to require performance at any time thereafter. Further, a waiver of any breach or default of this Lease shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

40. **Disputes.**

- a. In the event of a controversy or claim arising from the Lease,
 - i. Lessor shall, within six (6) months after the cause of action accrues, file a written claim with the Director of the Bureau of Real Estate, Department of General Services, for a determination. The claim shall state all grounds upon which Lessor asserts a dispute exists.
 - ii. If Lessor fails to file a claim or files an untimely claim, Lessor acknowledges and agrees that they have waived their right to assert a claim in any forum.
- b. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
 - i. If Lessor or the Director of the Bureau of Real Estate requests mediation and the other party agrees, the Director of the Bureau of Real Estate shall promptly make arrangements for mediation.
 - ii. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required one hundred twenty (120) days after receipt of the claim if mediation is unsuccessful.
- c. If mediation is not agreed to or if a resolution is not reached through mediation, the Director of the Bureau of Real Estate shall review any timely-filed claim and issue a final determination, in writing, regarding the claim.
- d. The final determination shall be issued within one hundred twenty (120) days of the receipt of the claim, unless extended by consent of Lessee and the Lessor. The Director of the Bureau of Real Estate shall send his/her written determination to Lessor.
 - i. If the Director of the Bureau of Real Estate fails to issue a final determination within one hundred twenty (120) days (unless extended by consent of the parties), the claim shall be deemed denied.
 - ii. The determination of the Director of the Bureau of Real Estate shall be the final order of the Department of General Services.
- e. Within fifteen (15) days of the mailing date of the determination denying a claim, or within one hundred thirty five (135) days of filing a claim, if no extension is agreed to by the parties, whichever occurs first, Lessor may file a statement of claim with the Commonwealth Board of Claims.
- f. Pending a final judicial resolution of a controversy or claim, Lessor shall proceed diligently with the performance of this Lease in a manner consistent with the determination of the Director of the Bureau of Real Estate.
- g. Notwithstanding anything herein to the contrary, Lessee expressly reserves its rights to file any claim against Lessor in any forum of their choice including, but not limited to, the Commonwealth Board of Claims, Commonwealth Court, Dauphin County, or any other county court, and the U.S. District Court for the Middle District of Pennsylvania.

41. **Attachments and Exhibits Part of Lease.** Included in and made a part of this Lease, with the same force and effect as though fully set forth in this Lease are the following attached Attachments and Exhibits:

ATTACHMENTS:

Attachment A – Lease Standard Terms and Conditions

Exhibit 1 – Acceptance of Leased Premises Inspection Report

Exhibit 2 – Consent Form

Exhibit 3 -- Asbestos Certification

Exhibit 4 -- Prevailing Minimum Wages

Attachment B –Commonwealth of Pennsylvania Standard Building Specifications

Attachment C –Commonwealth of Pennsylvania Using Agency Building Specifications

42. **Modifications to the Lease.** This Lease may not be modified orally and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to this Lease. Any and all modifications to the Lease must be done by Lease Amendment that is signed by both parties and approved by the Board of Commissioners of Public Grounds and Buildings, the Secretary of the Department of General Services, or via Consent Form.
43. **Interpretation.** This Lease shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
44. **Review of Lease.** The parties acknowledge that each party and its respective counsel have reviewed this Lease and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Lease or any amendment or Exhibits hereto.
45. **Execution.** Lessor agrees and acknowledges that this Lease is subject to final execution by the Secretary of the Department of General Services and approval by the Board of Commissioners of Public Grounds and Buildings.
46. **Time is of the Essence.** Time is of the essence of all provisions of the Lease, including all Notice Provisions, to be performed by or on behalf of Lessor and Lessee.
47. **Binding Successors and Assigns.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective successors and permitted assigns of the parties.
48. **Survival.** The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to, or which may continue to accrue, after the expiration of or early termination of this Lease.
49. **Conflict Between Lease Terms and Conditions and Specifications.** To the extent that there are any conflicts among the Lease Cover Sheet, these **Attachment A** Lease Standard Terms and Conditions, the Commonwealth of Pennsylvania Standard Building Specifications set forth in **Attachment B**, and/or the Commonwealth of Pennsylvania Using Agency Building Specifications set forth in **Attachment C**, Lessor shall maintain/construct the Premises in accordance with the most stringent standard.
50. **Integration.** This Lease, including all referenced Attachments and Exhibits, constitutes the entire agreement between the parties. No agent, representative, employee, or officer of Lessor or Lessee has the authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with this Lease, which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Lease. No modifications, alterations, changes, or waiver to this Lease or any of its terms shall be valid or binding unless accomplished by a written amendment or Consent Form signed by both parties, consistent with Paragraph 41, "Attachments and Exhibits Part of Lease" and Paragraph 42, "Modifications to the Lease".

EXHIBIT 1

Acceptance of Leased Premises and/or Renovations Inspection
Report (GSRR-42-N (08-13))

ACCEPTANCE OF LEASED PREMISES AND/OR RENOVATIONS
INSPECTION REPORT
EXHIBIT "1"

LESSOR: _____
(NAME)

(STREET) (CITY) (COUNTY)

LOCATION: _____
(STREET) (CITY) (COUNTY)

USING AGENCY: _____
(DEPARTMENT) (BUREAU)

This is to certify that I have visually inspected the above premises on _____
(DATE)

and find that the premises are built and/or renovated in accordance with the requirements of

Lease _____,
(LEASE #)

with the exception of the following items:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

(Additional items on attached sheet, if necessary)

The _____ hereby accepts the above premises for occupancy
(USING AGENCY)
effective _____ and approves the _____ New Construction _____ Renovations
(ACCEPTANCE DATE)

excepting the above items numbered _____

Further, _____ agrees that _____
(USING AGENCY) (ACCEPTANCE DATE)

is to be the effective date of occupancy; that the rental for the above mentioned property shall commence on that

date, that the lease term, upon the execution of this document by all parties, shall extend for _____ years from the acceptance date; with any option terms provided for in the lease being adjusted accordingly.

(USING AGENCY'S REPRESENTATIVE)

(TITLE)

(USING AGENCY)

I understand and agree to the foregoing and I certify, as lessor of the above referenced premises, that completion of the excepted items as stated herein shall be no later than _____. I also acknowledge _____

and agree that, should I fail to complete any of those items within the above time frame, then the (USING AGENCY) _____ may at its discretion withhold rental payments.

I hereby agree to the adjustment in the lease and option terms described above.

(LESSOR)

Copy to DGS _____
DATE

Copy to Treasury _____

EXHIBIT 2

Leasehold Improvement Consent Form

EXHIBIT "2"
CONSENT FORM

SPC NO.

LEASE #

LESSOR:

LESSEE:

Property
Address:

The LESSOR of the above-referenced property hereby consents and otherwise authorizes the LESSEE to make leasehold improvements to the leased premises as per attached plans and specifications.

The total cost of the leasehold improvements is estimated at \$ _____ and this cost will be borne in full by the LESSEE.

The LESSOR understands and agrees that the items installed by LESSEE shall remain the property of the Commonwealth and non-fixture items may be removed by the LESSEE provided that the leased premises are restored to their original condition, ordinary wear and tear excepted.

The LESSOR, through its duly authorized officers, hereby executes this consent form this _____ day of _____, 20____. Individual and/or Partnership

Witness

Lessor

Corporation

Lessor - Corporate Name

Secretary/Treasurer

President/Vice President

“FOR DGS USE ONLY”

Reviewed By: _____ Date

- Approved
 - Disapproved
- (See Attached)

EXHIBIT 3

Asbestos Certification

ASBESTOS CERTIFICATE
Exhibit "3"

1. LESSOR certifies that an asbestos survey has been completed relative to the entire building in which the space is located in accordance with the following criteria:

a. Building(s) must be inspected by PAL&I-certified inspector(s), each with a minimum of one (1) year experience in conducting building inspections for asbestos-containing materials (ACM).

b. Samples must be collected and analyzed in numbers no less stringent than AHERA guidelines.

c. Sample analysis must be performed by laboratory(ies) accredited under the NVLAP program for asbestos bulk sample analysis.

d. All suspect materials must be analyzed for asbestos, except for the following:

- 1. Roofing materials**
- 2. Undamaged firedoors**
- 3. Exterior siding**

e. Suspect materials not analyzed must be reported as "assumed-ACM".

f. Physical and hazard assessments of all ACM and assumed-ACM must be performed by PAL&I-certified management planner(s), each with a minimum of one year experience in preparing management plans for ACM in buildings.

Two complete copies of the management plan, including a completed Table C-1, must be submitted to LESSEE for review prior to the issuance of a LEASE. The management plan must include copies of all bulk sample analysis results, floor plans or diagrams indicating the location of all ACM and assumed-ACM, and explicit recommendations for each area of ACM found or assumed. Table C-1 must list all materials tested or assumed, regardless of the results. For materials verified by laboratory analysis to be non-ACM, only the first four (4) columns of Table C-1 must be completed.

2. LESSOR agrees that any and all recommendations made by the professional preparing the above management plan to repair, remove, encapsulate, or otherwise abate any or all ACM or assumed-ACM in the building(s) will be completed prior to occupancy by LESSEE. As a minimum requirement, all ACM or assumed-ACM with any degree of

damage must be restored to an undamaged condition prior to occupancy of the PREMISES by LESSEE. LESSEE will not be responsible for any expenses incurred in complying with the recommended actions, or for LEASE payments prior to occupancy. This work must be completed in accordance with the following criteria:

- a. LESSOR will notify LESSEE of all asbestos-related work, in writing, at least twenty (20) days prior to commencement of such work. When responding to emergency situation, notification to the LESSEE must occur as soon as possible, but no later than 12 hours after commencement of the work.**
- b. Abatement contractor must be PAL&I-certified as a contractor and have a minimum of two (2) years experience in performing asbestos abatement work.**
- c. Workers must be PAL&I-certified as asbestos abatement workers.**
- d. Workers must be supervised by a PAL&I-certified abatement supervisor with a minimum of one (1) year experience in asbestos abatement.**
- e. The services of an independent consulting firm must be retained during the course of abatement to monitor the contractor's performance, conduct air monitoring both inside and outside of critical barriers each day abatement is conducted, and conduct clearance testing.**
- f. Daily air monitoring will consist of collecting a minimum of two (2) samples inside, and two (2) outside, each individual work area. Sample volume must exceed 1800 liters and analysis should be by phase contrast microscopy using NIOSH 7400 performed by an AIHA-accredited laboratory. Analysis results greater than or equal to .01 fibers per cubic centimeter for samples collected outside of the critical barriers will require prompt action on the part of the LESSOR, at the LESSOR'S sole cost, to protect LESSEE'S employees health and safety.**
- g. For clearance testing of projects involving the disturbance of a quantity of ACM or assumed-ACM less than or equal to 160 square feet of 260 linear feet, five (5) samples must be collected and analyzed by phase contrast microscopy using NIOSH 7400 performed by an AIHA-accredited laboratory. The volume of each sample must exceed 1800 liters. Analysis results greater than or equal to .01 fibers per cubic centimeter for any of the samples will result in failure of the testing, and will require recleaning until all five (5) sample results are less than .01 fibers per cubic centimeter.**

h. For clearance testing of projects involving the disturbance of a quantity of ACM or assumed-ACM greater than 160 square feet of 260 linear feet, the guidelines of 40 CFR Part 763, Subpart E, Appendix A, Section IV (Mandatory Interpretation of Transmission Electron Microscopy Results to Determine Completion of Response Actions) shall apply.

i. Verbal results of clearance monitoring following abatement must be provided to LESSEE prior to removal of primary barriers. In addition, copies of all air monitoring results and hygienist's reports must be delivered to LESSEE within thirty (30) days following completion of any abatement action.

This work must be completed, and written certification by the LESSOR'S consultant provided, within thirty (30) days prior to the date LESSEE would otherwise take possession of the PREMISES. LESSEE may elect to terminate this LEASE by written notice to the LESSOR if these requirements are not met.

3. LESSOR further agrees that during the period of time that the building(s) contains damaged ACM or damaged assumed-ACM in any form, air monitoring will be conducted at approximately one (1) month intervals, at the LESSOR'S sole expense. Air monitoring shall begin within seventy two (72) hours following discovery by, or notification to, the LESSOR that damaged ACM or damaged assumed-ACM exists. One sample for each 10,000 square feet of floor area must be collected, with a minimum of three (3) samples collected and analyzed per air monitoring interval. Sample volume must exceed 1800 liters and analysis should be by phase contrast microscopy using NIOSH 7400 or equivalent performed by an AIHA-accredited laboratory. Verbal results of air monitoring must be provided to LESSEE within forty eight (48) hours of the laboratory's notification to the LESSOR, with copies of the written laboratory report to follow within fifteen (15) days. Analysis results greater than or equal to .01 fibers per cubic centimeter in any sample will require action, within forty eight (48) hours, on the part of the LESSOR and at the LESSOR'S sole cost, to protect LESSEE'S employees by undertaking during non-working hours the following:

a. Repair all damaged ACM and damaged assumed-ACM, and remove all debris suspected of containing asbestos.

b. Remove and replace damaged ACM and damaged assumed-ACM with other appropriate building materials and restore the building to a safe condition, or

c. Encapsulate, enclose, encase, or other appropriate containment method on the damaged ACM and damaged assumed-ACM.

This work must be completed in compliance with the criteria listed in Section 2. In addition to the LESSOR'S testing responsibility, LESSEE retains the right to collect any samples and conduct any testing.

Regardless of air monitoring results, all damaged ACM and damaged assumed-ACM must be repaired to abated within sixty (60) days from the date of discovery by, or notification to, the LESSOR. If the required repairs or abatement is not completed within this time period, LESSEE may either terminate this LEASE immediately without prior notice, or make any changes, repairs, and alterations LESSEE deems necessary to protect the health and safety of its employees.

4. LESSEE shall be entitled to claim from LESSOR all consequential damages arising out of LESSOR'S breach of warranty and representations contained in this Exhibit. Furthermore, if LESSEE or its agents repair or abate ACM and assumed-ACM pursuant to this Exhibit, LESSOR shall reimburse LESSEE, within fifteen (15) days, for all costs and expenses associated therewith, including, but not limited to costs of repair, abatement and disposal of ACM and assumed-ACM, costs of restoration, costs of air quality and materials testing and analysis, relocation and incremental rental expenses, and related fees of consultants and experts.

LESSOR agrees to abide by all applicable Federal, State, and Local regulations. LESSOR further agrees to protect, indemnify and save harmless LESSEE from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, claims, demands or judgments of any nature arising from any injuries to, or death of any person growing out of or connected with the presence of asbestos in the demised PREMISES.

EXHIBIT 4

Prevailing Minimum Wages

APPENDIX B
COMMONWEALTH OF PENNSYLVANIA
REQUIRED DOCUMENTS

1. GSRE-19 Proposal to Lease Space to the Commonwealth
2. GSRE-6 Lessor Identity Disclosure (*see attached instructions*)
3. GSRE-47 Agency Agreement/Limited Agent Authority
4. GSRE-42M Contractor Responsibility Certification
5. GSRE-54 Notice – Bureau of Real Estate is Sole Agent for the Commonwealth
6. GSRE-63 Acknowledgment/Useable Area Definition
7. GSRE-64 Consent to Release or Obtain Information and Contact Professional References (*see attached instructions*)

Forms listed above are available electronically at the link below

<http://www.portal.state.pa.us/portal/server.pt?open=512&objID=1346&&SortOrder=100&level=2&parentid=1231&css=L2&mode=2&cached=true>

8. Prevailing Wage Pre-determination from the Department of Labor and Industry (*go to http://www.dli.state.pa.us/landi/li_apps/requestPW.asp and request the prevailing wages. See attached instructions and Page 6 of this SFP for additional information*)

Commonwealth of Pennsylvania

Department of General Services

Bureau of Real Estate

INSTRUCTIONS FOR LESSOR IDENTITY DISCLOSURE **AND** **CONSENT TO RELEASE OR OBTAIN INFORMATION AND CONTACT PROFESSIONAL REFERENCES**

Who Must Fill Out Lessor Identity Disclosure and Consent to Release...

- The Corporation
- Individuals owning 30 percent or more of a Corporation or Limited Liability Company
- Partnership owning 30 percent or more of the Partnership
- Limited Liability Partnership owning 30 percent or more of the Partnership
- Sole Proprietor/Co-Owner
- Authority
- Borough, City, Trust or other entity

How Should You Complete Both Forms

- Type or legibly print your EIN, Name and Address in spaces provided
- A separate Consent to Release form must be completed for every corporation/individual that is listed on the Lessor Identity Disclosure form.
- There are two Attachments 1 (please return one and retain the other for your records)
- Return Attachment 2

Questions

- Contact your Real Estate Coordinator at (717) 787-4394

How to submit information for a Prevailing Wage Determination

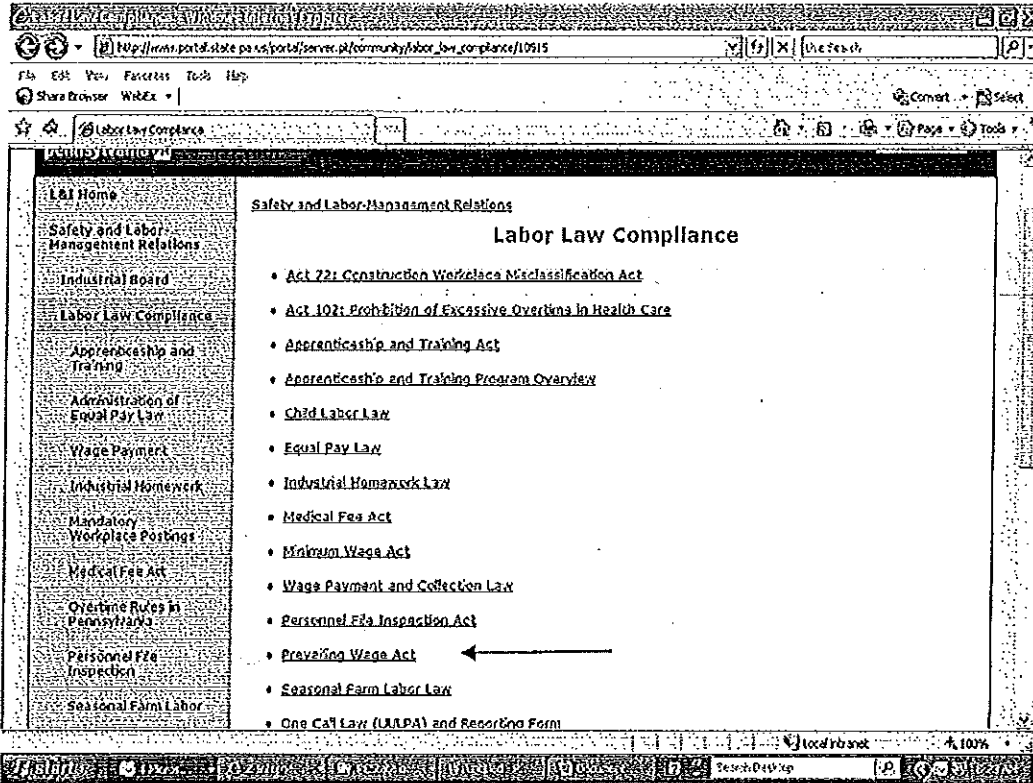
1. On the Internet go to the PA Department of Labor and Industry Homepage.

The screenshot shows the homepage of the Pennsylvania Department of Labor & Industry. The browser is Internet Explorer, displaying the URL <http://www.psd.state.pa.us/portal/server.pt?open=512&obID=5272&mode=2>. The page features the Pennsylvania state logo and the text "pennsylvania DEPARTMENT OF LABOR & INDUSTRY". A navigation menu includes "ABOUT L&I", "Individuals", "Employers", "Online Services", "Speakers Bureau", "Downloadable Forms", "Publications", "Right to Know", "Safety & Labor-Management Relations", "Shared Work", "Laws & Regulations", and "Licenses, Permits & Certifications". The main content area is titled "Department of Labor & Industry" and includes a welcome message, a "News" section with a "Effective Jan. 1, 2013: Notice to Employers Filing UC Quarterly Reports" article, and a "NEWS & TARDIA" section with a "January 16, 2013 Pennsylvania's Labor Force Growth Continues to Record High" article. A "UCMS" logo is prominently displayed in the center.

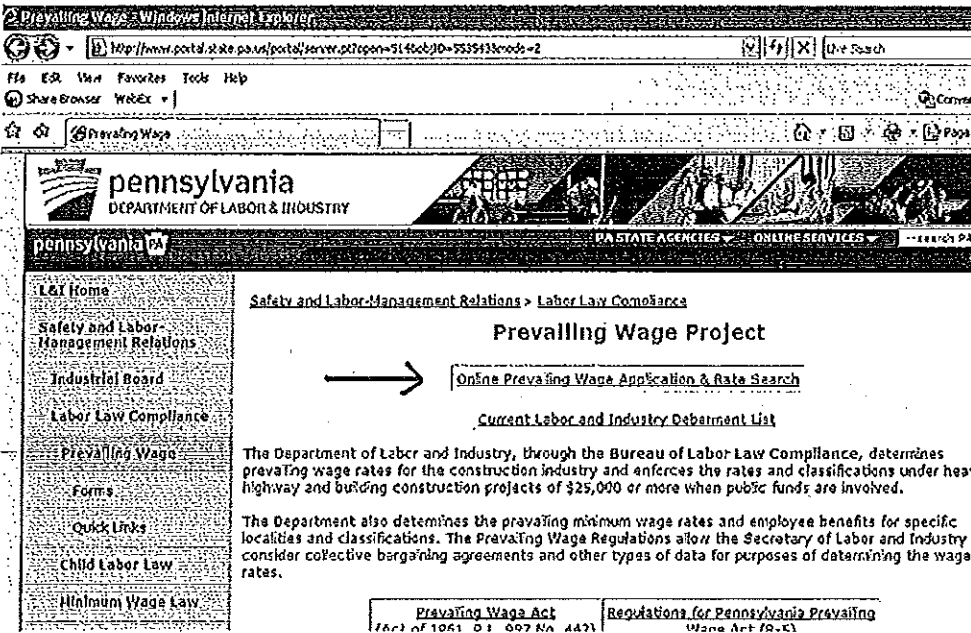
2. Scroll down and select "Labor Law Compliance".

The screenshot shows the "Labor Law Compliance" section of the Pennsylvania Department of Labor & Industry website. The page is titled "LABOR DEVELOPMENT" and features a grid of icons for various services: "Unemployment Compensation", "Uniform Construction Code", "Disability Services", "Labor Law Compliance", "Labor Market Information", "State Workers' Insurance Fund", and "Workers' Compensation". An arrow points to the "Labor Law Compliance" icon. Below the grid, there is a list of links: "State and Federal Unemployment Compensation Information", "Certified Interpreter Law Information and Guidelines", "Interpreter Guide", and "Act 102 - Prohibition of Excessive Overtime in Health Care Act". A "Mandatory Workplace Postings" section is also visible, featuring logos for "Pennsylvania's Small Business Partnership", "2012-13 Pennsylvania State Budget", and "PENNSYLVANIA".

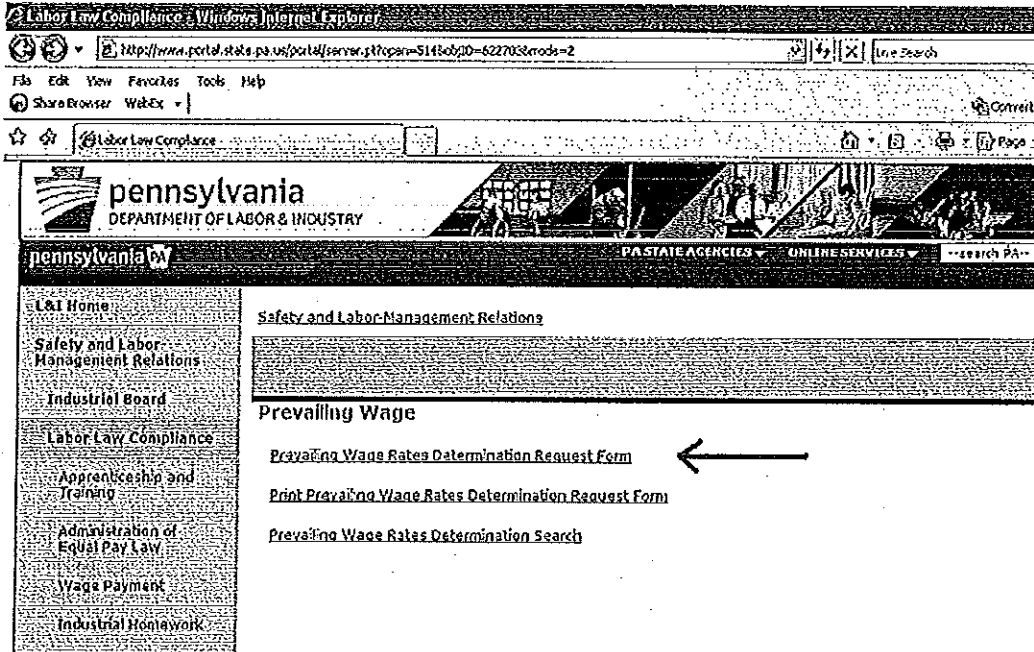
3. Select Prevailing Wage Act



4. Select Online Prevailing Wage Application & Rate Search



5. Select Prevailing Wage Rates Determination Request Form



6. The form below will be pulled up. Follow directions to complete and submit.

The screenshot displays the 'Prevailing Wage Rates Determination Request' form. At the top, it states 'All fields are required'. The 'Project Information' section includes the following fields and instructions:

- County Location of Project:** A dropdown menu with 'Berks' selected.
- Estimated Project Cost:** A text input field containing '0'. A note below reads: '(Must be greater than \$25,000 -- Prevailing Wages are not provided for projects under \$25,000 -- They are not needed for projects less than \$25,000)'
- Funds to be furnished?** A text input field containing '0'. A note below reads: 'Will the Federal Government or any of its agencies furnish funds and require Federal Prevailing Wages to be used on your contract (such as loans or grants) or will a Federal Agency prescribe a schedule of Prevailing Wage Rates? If so, please go to Federal Davis-Bacon Funds. Yes No'
- Project Name: (Descriptive Name):** A text input field.
- General Description:** A large text area for providing details about the project.

APPENDIX C

BUILDING SPECIFICATIONS

**BUILDING SPECIFICATIONS
COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL**

OFFICE DESIGN AND GENERAL SPECIFICATIONS

SECTION A - GENERAL REQUIREMENTS

1-INTENT

It is the intent of the following standards to describe the total scope of the project. This description is not intended as a substitute for a complete design/construction document or to eliminate the developer or contractor's need for independent analysis of conditions or requirements. The **Commonwealth** specifically disclaims any unverified accuracy of this data. **LESSOR** and **LESSEE** agree that specification changes necessary to effectively utilize a specific facility may be made, provided that the **LESSOR** and **LESSEE** agree any such substitution, change or work to in writing.

2-PROFESSIONAL SERVICES

The selected **LESSOR/DEVELOPER** will be required to create detailed architectural and engineering plans to meet all requirements. It is intended that the **LESSOR/DEVELOPER** will provide a completed structure with fully developed interior fittings and features. **LESSOR** shall furnish complete as-built drawings of the completed structure to include electrical and HVAC prints in Auto CAD version 12.0 file format of either .dgn or .dgn on CD ROM. and multiple hard copy prints, drawn to a minimum 1/8" = 1'0" scale.

3-LOCATION

The purpose of this program is to establish the personnel, space and building performance requirements for the **OFFICE OF ATTORNEY GENERAL'S, CRIMINAL LAW OFFICE**, located in **BUTLER COUNTY, CRANBERRY TOWNSHIP**. Geographical boundary lines for the location of the office will be **North – Jackson Township Line, South – Allegheny County Line, East Adams Township Line and West – Beaver County Line**. Office building shall be located within a one (1) mile radius of a major interchange, within a municipality that has a full-time (24 hour –a-day & 7-day-a-week) local police patrol, exceptional cellular coverage and has fiber optic communications.

4-SITE ADAPTATION

The adaptation of these requirements and specifications to a particular design and site or to a current existing structure is an architectural/engineering design issue that must be resolved at **LESSOR'S** expense as part of the proposal. Mechanical equipment spaces, **LESSOR'S** general storage, elevators, stairways, fire towers, utility spaces and other service areas shall complete the building scheme but shall not be included as leased space for purposes of calculating square foot area leased.

5- CONSTRUCTION COSTS

The project must be assumed to include all labor, materials and equipment. Any and all labor, material and equipment not specifically shown or described but properly inferable from the documents as necessary for the finished project shall be performed and supplied by **LESSOR** in accordance with the best recognized standards of the industry and trade. **LESSOR** shall be responsible for obtaining and maintaining all permits, approvals and license of any kind, along with their costs, necessary for the proper and lawful execution of the work.

6-CODES & STANDARDS

The **LESSOR** is responsible to meet and maintain the facility and surrounding areas in accordance with any and all prevailing laws, codes, standards and legislative acts to include, but not be limited to: BOCA National Code series; Local Zoning Ordinances; OSHA; NFPA Fire prevention codes; PA Labor and Industry Fire and Panic codes; Building Energy Conservation Law; Americans with Disabilities Act; Hazardous Materials; Radon Gas exposure; Site Zoning Requirements; Flood Plain; Waste water; Drinking Water & Sound and Noise Control.

Zoning – The facility must be located in an appropriately zoned site and must allow operation that would include the occasional handling of small samples of hazardous and potentially toxic substances.

Flood Plain – Both site and access must be outside the 100-year flood zone as defined by the Federal Emergency Management Agency, United States Army Corps of Engineers and the Pennsylvania Department of Community Affairs.

Wastewater – Any proposed facility may be connected to either public or private sewer or water systems. These systems must have legal and adequate treatment systems and capabilities for the proposed use. The resulting connections and/or utilization of either public or private systems must be in compliance with local, state or federal laws, rules and regulations. It will be the responsibility of the **LESSOR** to provide the operation and maintenance of the system or systems and cost thereof.

Drinking Water – **LESSOR** shall provide and maintain hot and cold bottless coolers for drinking water in locations designated by **LESSEE**. These coolers if possible should be connected to a hard drain. The **LESSOR** is responsible to provide potable drinking water for the facility. Potable water shall be defined as water that satisfies the Department of Environmental Protection, Bureau of Water Supply and Public Health Standards. Additionally, the water must be free of contaminants, odors, impurities and discoloration of any kind. The **LESSOR** will be responsible to provide purification, filtration or any other means necessary to achieve water that is acceptable to the **LESSEE**. Facilities that require connection to a public water system, as well as all costs related to water usage and maintenance thereof shall be the **LESSORS** responsibility.

Sound and Noise Control – The **LESSOR** shall maintain construction practices and materials to conform with STC ratings in accordance with ASTM E-90-83, and the requirement to the specification and drawings.

7-ALTERATIONS/UPGRADES

During the lease term, the **LESSEE** must be offered the option to upgrade existing space or to make alterations and renovations to the facility. This offer must apply during the initial term, the option periods or any subsequently negotiated extensions. It is understood that reimbursement will be made to the **LESSOR** by lease amendment as noted in the terms and conditions.

8-TERM

Term required: Ten (10) Years

Options Requested: Three (3) @ Five (5) Years

Occupancy Date Requested: January 1, 2017

9-ACCESS

The **LESSEE** requires 7 day-a-week, 24-hour access and use of the premises and lease amenities as necessary for the normal day-to-day operations.

The facility must maintain barrier – free ADA compliant accessibility in the following areas or as required by law or code:

- Entrances, exit ways, hallways and elevators
- Access to each floor of the structure
- Toilet rooms and lavatories
- Designated parking areas

10-SECURITY (LOCATION)

Preference will be given to the building location which has a full-time (24 hour –a-day & 7-day-a-week) local police patrol. The proximity of taverns, racetracks, junkyards and the like may be deterrent factors in the acceptability of the site. The **LESSEE** will not consider a proposed facility that offers shared space of any kind within the same building even though physical barriers may separate the spaces.

11-EMERGENCY SERVICES

Emergency services for elevators, plumbing, heating, air conditioning, electrical systems, security systems and building structures are to be provided on a four (4) hour call response time as required by the **LESSEE**. Names of appropriate contracted personnel and optional personnel for these services are to be provided to **LESSEE** by **LESSOR** prior to occupancy and are to be kept current during the term of this lease. **LESSOR** shall supply to the **LESSEE** the names of plumber, electrician and heating and ventilating contractor who can be contacted in case of an emergency.

12-SECURITY (FACILITY)

The **LESSEE** requests permission from the **LESSOR** to install a security system of the **LESSEE'S** design. The system will monitor building entrances and exits; as well as observe various areas such as the vehicle impound yard, parking areas, and building perimeters. The **LESSEE** will require from the **LESSOR** additional stud supports in the wall for the mounting of shelving, conduit in areas such as the harden rooms, electrical service for security equipment in various areas such as exterior mounted cameras, additional electrical outlets in ceiling plenum, and exterior parking lot light poles with conduit placed beneath the macadam prior to paving.

13-EMERGENCY EVACUATION PROCEDURES AND DRILLS SECTION 405-405.1-404.2 OF THE INTERNATIONAL FIRE CODE

405.1 General Emergency evacuation drills complying with the provisions of this section shall be conducted at least annually in the occupancies listed in Section 404.2 or when required by the fire code official. Drills shall be designed and conducted in cooperation with the local authorities and fire departments.

SECTION B-BUILDING AND SPACE REQUIREMENTS

1-USEABLE SQUARE FEET REQUESTED

This document describes the office space and auxiliary space design and specifications for **LESSEE**, which will contain approximately 48,969 Sq. Ft. of usable area. Office building must be a standalone building with the **LESSEE** being its sole tenant.

2-REQUIRED SERVICES

The **LESSOR** shall provide the following services:

- All Utilities
- Pest Control Services & General Pest Control Treatments
- Trash & Recycling Removal From Site
- Snow & Ice Removal
- Carpet Runner Exchange Service
- Sewer & Water Services
- Facility Maintenance Services
- Emergency Service for Mechanical Systems
- Lawn & Landscaping Services
- Cable Service to include CNN
- Fiber Optics Connection into the building
- Fire Extinguisher Testing/Inspection/Refilling/Replacement

3-PARKING REQUIREMENTS

The parking area will have a minimum number of 150 parking spaces that must be contiguous to the facility. A minimum of twenty (20) parking spaces will require reserve signs. Contiguous to the Stand Alone Garage/Warehouse shall be an impound lot of 5,500 Sq. Ft. The impound lot shall be a secured perimeter area consisting of eight-foot high six-gauge security fencing with privacy slats, three (3) strands of barbed wire firmly attached along the top at 45 degrees from the perpendicular, at least one swinging man gate with a locking mechanism and a sliding gate with a locking mechanism. Post spacing shall not exceed 10'-0" O.C., concrete footings and pipe sizes for line, gate and corner posts shall be determined by the manufacturer. If the secured impound lot is attached to the Stand Alone Garage/Warehouse there shall be an exterior door which allows access to or egress from the Stand Alone Garage/Warehouse to the secured impound area, that exterior door shall have a double sided keyed dead bolt installed into the door. This double sided keyed deadbolt is in addition to the required door hardware and shall be located above the required door hardware. All parking for both areas must be paved, top coated and sealed, clearly marked, and have appropriate islands and parking well illuminated with automatically controlled dusk to dawn lighting. Lighting should be at average foot candle coverage of 2.0 and no area darker than 4 foot candle. Metal halide is the lamp of choice. Camera-pole mounted equipment will be mounted on the exterior parking lot light poles and require conduit placed beneath the macadam prior to paving. All paved areas shall be repainted every five (5) years and resealed as required. A cement slab large enough to hold the Dumpster and recycling containers shall be supplied. Three sides of the cement slab will have fencing with privacy slats. Snow & Ice removal, along with additional salting or cindering for black ice conditions, along with maintenance, cleaning of debris as needed and removal of cinders in the spring shall all be the responsibility of the LESSOR.

4- EXTERIOR REQUIREMENTS

-In addition to dawn to dusk lighting being provided above each exit/entrance door and garage door, dawn to dusk illumination shall be required on all exterior walls and corners of the building. The required amount and locations will be determined by LESSEE once the floor plan has been approved.

-Where HVAC supply lines, vents or exhaust vents protrude the exterior of the building 1" diameter rebar welded in 6" grid squares must be mounted in the wall casing or roofing to prevent entry through the vent protrusion.

-Poured concrete sidewalks will be required from each exit/entrance door for access to the parking lots, fenced parking area and any other exterior area LESSEE deems appropriate. The sidewalks shall require the LESSOR to provide removal of Snow & Ice, additional salting or cindering for icing conditions, maintenance and cleaning.

-If the building is not elevated from parking area bollards or an aesthetic barrier system shall be installed at each entrance door to prohibit direct impact of a vehicle. Additional bollards shall be placed on each side of any garage door.

-Located in the front of the building will be two flag poles with dusk to dawn illumination. Size and location of the flag poles will be determined during building layout. LESSOR will be responsible for supplying and replacing the US Flag and Pennsylvania State Flag as needed.

-Knox Box #3270 shall be located in accordance with local fire codes. The Knox Box shall be recessed mounted and have a hinged door.

4- EXTERIOR REQUIREMENTS (CONTINUED)

-All window sills shall be sloped at a 45% angle to avoid items being placed on sill. Sill level shall be forty-eight (48) inches above interior floor level.

-If a retention pond is required the pond must be located away from the building and will need to be properly maintained and landscaped at all times.

-Exterior doors which allow direct access to or egress from the building to the Secured Impound Area, Interior Garage or Bulk Storage Area shall have a double sided keyed dead bolt installed into the door. This double sided keyed deadbolt is in addition to the required door hardware and shall be located above the required door hardware.

5-OFFICE SPECIFICATIONS

OFFICE OF ATTORNEY GENERAL CRIMINAL LAW LEHIGH COUNTY AGENCY SPECIFICATIONS

A. PERSONNEL

SPACE STANDARD	ASSIGN EACH	NUMBER REQUIRED	TOTAL ASSIGNED
Executive I	425	0	0
Executive II	255	1	255
Senior Manager	225	3	675
Mid Mgr/Private Office	150	38	5,700
Supervisor/Technical	96	2	192
Analysis/Administrative	64	69	4,416
Clerical/Field	48	16	768
	Total	129	12,006

B. AUXILIARY AREAS

TYPE	ASSIGN EACH	NUMBER REQUIRED	TOTAL ASSIGNED
Conference Rooms	17	40	680
Lobby/Reception	7	25	175
Lobby/Reception	7	35	245
Interview Room	160	3	480
Attorney/Witness Room	100	4	400
File/Storage Room	350	4	1,400
File/Storage Room	600	1	600
File/Storage Room	100	1	100
Court Room	1500	1	1,500
Lunch Room	500	1	500
Lunch Room	150	1	150
Equipment Room Harden	1000	1	1,000

Polygraph Room	144	2	288
Mail/Copier Room	200	1	200
Security Room Harden	1800	1	1,800
Security Room	250	0	0
Computer Forensics Lab	250	1	250
Tech Service Lab	150	1	150
Wire Room	285	2	570
Interview/Holding Room Harden	160	2	320
Telcom/Data Closet Harden	200	1	200
Total		2	11,508
C. Areas Not Requiring Circulation		2	320
		1	200
			11,008
Warehouse/Garage	15000	1	15,000
Interior Secure Garage	800	3	2,400
Locker Room/Shower/ Rest Room	250	2	500
D. SUB TOTAL			40,914
E. TOTAL INCLUDING 35% ALLOWANCE FOR ACCESS & CIRCULATION			48,969

6-INTERIOR DESIGN

LESSOR will be responsible for all cost associated with providing the design services and/or multiple designs to prepare the final office layout which shall include but not be limited to the placement of workstations; the efficient movement of employees and visitors into, within and out of the facility; access to and location of restrooms; finish details of all areas including vending and food service locations. **LESSOR** will be responsible for all cost associated with any design changes made to the floor plans. The design services must consider **LESSEE** operational requirements in the development of an office layout. The **LESSOR** shall include the **LESSEE** as a partner in the design process. The **LESSOR** should consider this an evolutionary process requiring several iterations of a drawing before a final plan is approved. Building and site plans shall be drawn to a scale of 1/8" = 1'0". Submit 3 copies of each document for approval or changes by **LESSEE**. After approval of final drawings, changes can only be made as provided for in the lease document. The final agreed upon floor plan, initialed by both parties, should be the document used to construct the facility. One complete set of the final building and site prints along with five copies of the final floor plans will be supplied to **LESSEE**. **LESSEE** shall provide all office furniture and accessories. **LESSEE** will install all such items.

7-GENERAL SPECIFICATIONS

All construction is to be delivered in a timely manner and meet the highest standards recognized within the industry. The **LESSEE** reserves the right to reject any workmanship and material, which does not meet the standards commonly, recognized within the trades or that, is substandard. The following are general specifications, with final approval at the discretion of the **LESSEE**. Unless otherwise noted, it is the responsibility of the **LESSOR** to supply and meet the following:

- LESSOR** shall supply **LESSEE** with a development of work schedule to meet project deadlines.
- The **LESSOR** shall design the required space such that the following minimum live loads are permissible in all areas of the structure:
 - . Office Floors – 100 PSF
 - . Work/File/Storage, Harden Security, and Harden Equipment Room Floors – 200 PSF
- Ceiling shall be acoustical tile suspended by an intermediate duty suspension grid system. All ceilings will have a minimum height of 8 feet.
- Interior lighting level should be at least 50 foot candles at desk height.
- If a sprinkler system is required, concealed sprinkler heads must be used throughout main office area and suicide resistant type sprinkler heads shall be installed in the Holding Rooms.
- All new or existing walls shall be of a sound proof design and shall have a minimum of two coats of paint or a comparable vinyl wall covering. Walls from each floor to the bottom of the floor structure or roof truss shall be constructed with ten (10) foot studding, approximately two (2) feet is required between the suspended ceiling and the bottom of the roof trusses. This allows space for HVAC equipment and a cable management system.
- All interior doors shall be wooden solid core doors in metal frames with keyed locks for all the doors, two keys per door, minimum width shall be 36 and shall include all appropriate hardware.

7 - GENERAL SPECIFICATIONS (CONTINUED)

-Where required for the card access system jams shall have a **Von Duprin Series 6000 24 volt** electronic latch within the jamb, pigtail wiring to control electronic latch mechanism extending at least twelve (12) inches above jamb header, mounted face plates to cover the latch, hinges with non removable pins, and door closures. Floor or wall mounted door stops shall be installed on all doors. Certain doors will require foot pegs to hold them open. Hallway and common area doors will require half or quarter pain glass in the doors. All doors are to be labeled or marked so the door corresponds with the door schedule.

-All exterior doors and frames shall be constructed of steel and have a minimum fire rating of two (2) hours. Jams shall have a Von Duprin Series 6000 24 volt electronic latch within the jamb, pigtail wiring to control electronic latch mechanism extending at least twelve (12) inches above jamb header, mounted face plates to cover the latch, hinges with non removable pins, and door closures. All exterior doors except for the main entrance door will have no windows.

-Where required, for security purposes, doors shall be to these minimum specifications. Jams shall have a Von Duprin Series 6000 24 volt electronic latches within the jamb, reinforced steel entry with piano style hinge/steel jam, and closet style handles (as to not be locked or unlocked manually with or without a key from the exit side of the door) with only the capability to be opened on the exit side of the door and remaining locked on the entrance side, pigtail wiring to control electronic latch mechanism extending at least twelve (12) inches above jamb header. The door of preference is Manufacturer **SABIC-Polymershapes, Model HM544, Level III Super Power Small Arms Bullet Resistance.**

-All interior and exterior doors are to be labeled or marked so the door corresponds with the door schedule. A door schedule listing all key numbers shall be supplied to the **LESSEE**. **LESSEE** will supply **LESSOR** with a master and sub-master listing of how the doors are to be cored.

-Doors not requiring push bars for fire codes will have lever type handles.

-The locking system to be installed shall be a commercial grade changeable core system manufactured by **Stanley Security Solutions**. The **LESSEE** will provide how doors are to be keyed. The **LESSEE** may request and receive a new locking system and/or associated hardware after a break-in or a series of thefts or other similar, unusual occurrences. **LESSEE** will require that **LESSOR** to provide **LESSEE** with four (4) additional changeable cores for future use. **LESSOR** will also have to provide **LESSEE** with two (2) core keys so the **LESSEE** has the ability to change the cores as needed.

-Interior doors which allow direct access to or egress from the building to the Secured Impound Area, Interior Garage or Bulk Storage Area shall have a double sided keyed dead bolt installed into the door. This double sided keyed deadbolt is in addition to the required door hardware and shall be located above the required door hardware.

-Any room in which the public will have access (i.e... Main Conference Room, Main Rest Room, Interview Room) shall have doors which will open outward into the main hall area.

- All windows shall be nonopereable and have a maximum U-factor for default glazed fenestration for Metal Double Pane of 0.80 or Metal with Thermal Break of 0.65 Non-metal or Metal Clad of 0.55 with a low E coating and appropriate vertical type shading. Shading selections are to be made by the **LESSEE**.

7 - GENERAL SPECIFICATIONS (CONTINUED)

-Floor covering shall be of a high commercial grade modular carpet tile, 1/8' Premium Vinyl Composition Tile (PVT) or Luxury Vinyl Tile (LVT) where required, and porcelain tile for lobby and rest rooms. Selections are to be made by **LESSEE**.

LESSOR must keep in stock additional carpet tiles for replacement of those tiles which may be accidentally damaged or have become unsightly due to normal wear and tear.

- A. Carpet Tile must have a minimum 20 Year Performance Warranty covering fiber wear, edge raveling, delamination and dimensional stability. Carpet Tile must be 24" x 24" squares, be constructed using a minimum 20 ounce/square yard of Branded Type 6.6 nylon fiber, offer a stain and fade resist warranty of at least 15 years, have a pile density of at least 6000, Static Resistance of below 3.5 Kilovolts (AATCC 134), CRI Indoor Air Quality Green Label Plus Certification, NSF-140 Gold Environmental Sustainable Carpet Assessment Certification, and meet or exceed testing standards for Class 1 Certification for Flammability and Smoke Density Standards for Public Spaces.
- B. Carpet Tile shall be installed according to the recommendations of the flooring manufacturer and/or the guidelines established by the Carpet and Rug Institutes Standard for Installation Specification for Commercial Carpet CRI-104. The installation must be warranted from defects. All Adhesives utilized must have a CRI Green Label Plus certification.
- C. All used carpet should be recycled when possible.
- D. Carpeted area must be vacuumed and cleaned of all debris to the satisfaction of the **LESSEE** before completion.

-All hard surface areas must be prepared according to the manufacturers installation specifications. The entire application must be warranted from defects. Flooring shall receive a polished finish before the facility is occupied to the satisfaction of the **LESSEE**. As part of the complete installation flooring shall be sealed and receive multiple coats of wax according to the manufacturers specifications. The floor will require touch up after occupancy of the facility.

- A. Premium Vinyl Composition Tile should contain a minimum 10% Post-Consumer Recycled Content
- B. All hard surfaces materials must have a minimum 5 Year Warranty.
- C. Must meet Floor Score Certification for VOC Emissions

- Selections and options for the initial premises painting and all repainting are to be made by the **LESSEE**.

-**LESSOR** shall repaint the premises every five (5) years during the term of the lease and any renewal options. **LESSOR** will be responsible for moving office furniture, office equipment, bulletin boards, and grease boards and to do minor patching in order to paint the premises.

- Restrooms must be provided in compliance with State and Local sanitation requirements and be equipped to accommodate the appropriate number of employees. **LESSEE** shall not accept one or two piece toilets that utilize a water tank, direct flush toilets are required. Toilets, urinals and sinks shall have solar powered touch less sensor activated flushing/faucet mechanisms. The main restroom will need to be located in the common use area so that visitors or guest have access to it from the lobby/reception area and from the large conference room. Restrooms shall also be equipped with infrared sensing automatic hand dryers. The main restroom will require additional paper product dispensing machines for the large volume of use that is expected. A unisex restroom shall be located by the Holding Room.

7 - GENERAL SPECIFICATIONS (CONTINUED)

- Bottless electric water coolers must be installed and maintained by **LESSOR**.
- All plumbing and electrical applications must be installed per existing codes and /or **LESSEE** requirements.
- HVAC systems shall be automatically controlled to maintain interior conditions at 72 degrees (unless other wise noted) with relative humidity between 40-60%. Systems and facility will be properly ventilated to meet ASHREA standards for outside air circulation. Depending on the final office layout it may be necessary for areas of the office to be individually zoned from one another. All diffusers shall be capable of manual operation. Several areas such as but not limited to: Restrooms, Lunchroom, Security Rooms, and Shower Rooms of the facility will require direct exhaust to the exterior of the building and are to be isolated from the general ventilation system. The whole building shall be controlled automatically. Thermostats and other automatic controls shall be inaccessible to employees and be covered by clear lock boxes. Manual controls of heating, ventilating, cooling or humidifying equipment should not be made acceptable under any circumstances. In addition, the building shall be appropriately zoned with automatic controls to maintain even HVAC throughout the area regardless of the anticipated use of the areas. HVAC is only to control that immediate area and thermostats should be properly located in each of those areas. Locations of thermostats will be determined by floor layout. Areas having concentrations of heat-producing equipment shall be adequately addressed in the HVAC zoning i.e. Large Conference Room, Wire Room, Phone Closet and Copier Room requires a stand-alone system.
- Smoke and fire protection systems shall be provided by **LESSOR**. The smoke and fire protection will need to be tied into the **LESSEE** security system. All installation expenses, related maintenance and tie in cost shall be **LESSORS** responsibility.
- A paging system will be required throughout the entire office and lobby area. The paging system will be telephone accessible via a Centrex paging adapter. Designated areas will require wall mounted volume control device. The designated areas for speakers and volume control switches are to be determined by **LESSEE**. The paging system to be installed shall be the **BOGEN** paging system. Specific item names and part numbers of the **BOGEN** system will be supplied by **LESSEE**.
- **LESSOR** shall provide, install and terminate all telecommunication and data communication cable. All communications cable will be **Plenum rated four pair, category five enhanced cable**. In order to identify telecommunication cable from data communication cable **LESSOR** shall utilize two (2) different cable colors. Where wall locations installation is required cabling will be in a single gang outlet box and the box shall be located the same height as the electric outlets. Each termination end point shall be specifically identified to coincide with the oposite end. **Panduit** shall be the designated end connector for all communications. Voice Jack (CJ66E1Y), Data Jack (CJ5E88TOR), 4 Position Wall Plate, (CFP4EI) & Blanks (MBEI-X), for the individual end user. For the Maintenance end, voice cables shall be terminated on M150s with an 89B standoff. Terminations at shall be specifically identified. Data cables shall be terminated with individual Data Jacks (CJ5E88TOR) and mounted in Data Racks(CP48BLY) Specifically Identified for install in **LESSEE** supplied Data Cabinet.
- **LESSOR** shall provide and install cable for cable TV hookup in approximately 5 destinations. Destinations and required amount per location shall be determined by **LESSEE**.
- Emergency systems shall be provided per Labor & Industry standards.

7 - GENERAL SPECIFICATIONS (CONTINUED)

- Electric panels shall have metal doors with keyed locks to secure them. Electrical panels are to be placed in a common area.
- A surge suppression system shall be capable of intercepting and limiting transient voltage spikes caused by natural events e.g. lightning or other equipment operating on the power distribution lines. The LESSOR may choose whether this is best accomplished by individual circuit surge suppression or by circuit distribution panel surge suppression. All circuits shall have surge suppression weather normally grounded circuits or isolated ground circuits.
- Base radio antennas and wire cabling supplied by LESSEE will require the LESSOR to provide the following: penetrations through the roof, conduit and junction boxes at each penetration, mounting devices to firmly mount antennas on the roof or roof top units and wire cabling pulled to various locations of the building and to the roof. Base radio antennas will require a ground looping rod grid system consisting of a minimum #6 AWG copper wire or as specified by the National Electrical Code for grounding and bonding of lighting protection systems.
- If a roof hatch is required, an interior dead-bolt with a hasp/lock is to be installed.
- Wall outlets must be provided in all rooms, the distance between wall outlets shall not exceed eight (8) feet.
- Each workstation shall have two (2) separate AC circuits, data cabling, and voice cabling. Each workstation cluster shall have at least two (2) spare sets of voice and data cabling installed for future use. Approximately five (5) workstations will require a 2nd data cable.
- Three-way switches are required where there are multiple entrances to an area or room. Where practical LESSOR shall install motion activated switches.
- Provide two (2) exterior GFCI covered outlets, one (1) near the garage entrance, the other outlet needs placed accessible to the parking lot near a side exit/entrance door.
- Installation of two (2) exterior frost proof pave washers, one (1) near the garage entrance, the other needs placed accessible to the parking lot near a side entrance door.
- If an elevator is required the elevator equipment room (non leased space) must be exhausted to the exterior of the building. LESSEE shall be provided an override key which will automatically return the elevator to the first floor. This override key is only to be used to prohibit any guest from purposely shutting off and occupying the elevator in effort to create a standoff.
- Waste cans are to be supplied for the main conference room, restrooms, lunchroom and lobby entrance. Cigarette butt receptacles are to be supplied at all entrance doors.
- LESSOR shall provide weather resistant carpet runners at each of the building entrances. During periods of inclement weather carpet runners shall be replaced/exchanged on a bi-weekly basis. During other periods of the year carpet runners shall be replaced and/or exchanged on a monthly basis. In order not to impede the opening of the doors in the vestibule a recessed mat shall be installed.
- Supply one (1) 32-gallon Rubbermaid Brute "We Recycle" container (Grainger Stock No. 4HC25) with Brute Dolly (Grainger Stock No. 5W007) for recycling of office paper in the copier room. For the recycling of glass and plastic, newspaper and trash collection a total of eight (8) Rubber Maid 23 gallon Square Untouchable Bases (Item no. 3569 three are to be gray and five are to be blue) and eight (8) Untouchable Tops (Item No. 2689 three are to be brown and five are to be blue) will be required.
- Final clean up shall be provided by LESSOR prior to occupancy.

8-PRIVATE OFFICE REQUIREMENTS

Private offices shall meet all standards set forth in the general construction guidelines and include the following: Keyed locks for door with two keys per door (keys must be tagged and identified per door), gold colored metal name plate holders mounted on the wall on the latch side of the door, appropriate phone, data, electric, motion activated light switches and be sound proof to limit noise transmission. Perimeter offices shall be on a separate regulated HVAC system control from the interior of the building. Special attention should be given to those offices that will receive southern sun light exposure.

9-AGENT/ADMINISTRATIVE/CLERICAL AREAS

Open area approximately **7,000 Sq. Ft.** which shall accommodate **LESSEE** supplied modular furniture. Modern, energy efficient, fluorescent light fixtures shall be uniformly provided throughout the entire space. Phone, data & electrical sources must be available from the ceiling and accessible to each workstation. Each workstation cluster shall have at least two (2) spare sets of voice and data cabling installed for future use.

10-LUNCH ROOM

Along one wall (to be determined) provide and install wall & base cabinets, Formica counter top, a sink with a minimum size of 27" x 18" x 8" to include a drain board area. The following Five Star Energy Efficient appliances are to be provided by the **LESSOR**: microwave minimum size 1.3 cubic foot, frost free refrigerator minimum size 21 cubic foot and a four burner stove. Maintenance/replace of the microwave, refrigerator and stove shall be the **LESSOR** responsibility as long as maintenance/replacement are not due to **LESSEE** abuse. **LESSOR** shall install commercial grade exhaust fans, which shall be vented to the exterior of the building and shall be controlled by a wall-mounted variable switch. A minimum of two dedicated 20-amp circuits shall be installed for vending machines. A wall mount phone jack will be required. The floor covering in this room shall be VCT tile. If plans require three (3) or more floors then **LESSOR** will be responsible for duplicating these requirements on an additional floor.

11-LOBBY/RECEPTION ROOM

The lobby should be the only public entrance to the office. Lobby will need to be designed as to have an air lock entrance to avoid exterior weather discomforting the receptionist. One phone jack shall be installed in the lobby and another phone in a water proof box outside the main door **MAY** be required, this will be determined prior to final layout approval. The floor covering in these areas shall be ceramic tile. A recessed floor mat system shall be in the flooring at the air lock entrance. The exterior lobby door jamb shall have a Von Duprin 6000 Series 24 volt electronic latch within the jamb and pigtail wiring to control electronic latch mechanism extending at least twelve (12) inches above jamb header. Walls shall be constructed out of poured concrete or concrete block filled with cement and shall be 8" thick. In addition ½" rebar spaced every 8" in each core of block or center of poured wall. Walls shall be extended above the ceiling line to the underside of the metal roof decking or the metal floor deck above. All electric, voice cabling, data cabling and security wiring shall be in conduit with in the wall. Additional conduit may be required for **LESSEE** security system. This area will contain one (1) Level III; bullet resistant transaction window approximate dimensions 48"W x 42"H, with voice around, recessed stainless steel dealer tray, and a Formica counter. Recommended manufacture for the window shall be **SABIC-Polymershapes**

11-LOBBY/RECEPTION ROOM (CONTINUED)

To separate the lobby from the main entrance to the office one (1) Model HM544, Level III Super Power Small Arms Bullet Resistance door with electronic catch in jamb, reinforced steel entry with piano style hinge/steel jam, closet style lock set (as to not be locked or unlocked manually with or without a key from the exit side of the door) with only the capability to be opened on the exit side of the door and remaining locked on the entrance side. Handles for lock set will be lever type handles. Jamb shall have a Von Duprin 6000 Series 24 volt electronic latch within the jamb and pigtail wiring to control electronic latch mechanism extending at least twelve (12) inches above jamb header. All video and security systems will be supplied and installed by **LESSEE**.

12- MAIN CONFERENCE & INTERVIEW ROOMS

These rooms shall have an independent zoning of the HVAC system to maintain a constant temperature of 70 degrees. Built in coat rack, carpet tile flooring with a border and vinyl wallpaper shall be in each of these rooms. All walls in the interview rooms shall have 1/2" plywood behind the gypsum board. Unless prohibited by local code or by fire code all doors for these rooms shall open outward. Additionally the main conference room will require a portable stage and rolling upright storage cart. Manufacturer of preference is **Stage Right Corporation**, size and color to be determined. Track lighting will be needed to illuminate the stage area. The track lighting should be controlled on its own separate dimmable switch. The ceiling lights will need to be divided into front and rear banks. Each bank will have its own light switch. Wall & base cabinets with a Formica counter top (length to be determined during floor planning stage) and a sink with a minimum size of 18" x 18" is required. The following appliances microwave minimum size 1.3 cubic foot and a small counter top frost-free refrigerator is required. The main conference room will require a wall to separate the kitchenette from the main room. Multiple voice/data runs, cable TV hookup and two ceiling mounted electric outlets shall be required. It will be necessary to have supports mounted in the wall for the future installation of a roll down screen. In the adjacent wall from the screen, a switch box with conduit leading up into the plenum is required for a device to operate the screen.

13-SECURITY & EQUIPMENT ROOMS HARDEN

These rooms shall be constructed to eliminate the ability of forced entry and must be located near the center of the building. Walls shall be constructed out of poured concrete or concrete block filled with cement and shall be 8" thick. In addition 1/2" rebar spaced every 8" in each core of block or center of poured wall. Walls shall be extended above the ceiling line to the underside of the metal roof decking or the metal floor deck above. All electric, voice cabling, data cabling and security wiring shall be in conduit with in the wall. Additional conduit may be required for **LESSEE** security system. Ceiling shall be at the minimum a 4" thick poured concrete slab with 1" rebar spaced every 8" within the slab. **LESSOR** is responsible for proper engineering of this ceiling. Each entrance shall have an SABIC-Polymershapes, door Model HM544, Level III Super Power Small Arms Bullet Resistance door with electronic catch in jamb, reinforced steel entry with piano style hinge/steel jam, and closet style handles (as to not be locked or unlocked manually with or without a key from the exit side of the door) with only the capability to be opened on the exit side of the door and remaining locked on the entrance side.

13-SECURITY & EQUIPMENT ROOMS HARDEN (CONTINUED)

Jamb shall have a Von Duprin 6000 Series 24 volt electronic latch within the jamb and pigtail wiring to control electronic latch mechanism extending at least twelve (12) inches above jamb header. Enclosing each entrance will be an **Apton** Rolling Door, Series BSD, with Triple Crown galvanized 18 gauge steel slats and half moon locks thru bolting of guides to prevent entry. The roll down doors will require a minimum of three (3) ¾" bolts on each side that will protrude into interior of cement wall with a heavy-duty washer, heavy-duty steal plate and nut.

Any and all seams on the roll down door including the bolts must be tack welded. Provisions should be made for additional conduit for **LESSEE'S** security wiring. No HVAC ducts are to pass through the walls of these rooms. Where supply and return vents are in these rooms there will be 1" rebar welded to each vent opening 6" apart. Each room shall be on a separate regulated stand alone HVAC system with the capability of maintaining a constant temperature of 70 degrees 24 hours a day. An on demand power ventilation system exhausted to the exterior of the building shall be in the room and shall be capable of removing the total cubic foot of air space every two hours. The system shall be operational from a wall switch in the room. The switch shall have an indicator light that will light when the system is operational. The intake of air should match the exhaust of air. This room shall have a **CHEMICAL** cabinet that will be vented to exterior of building and, shall have an indicator light switch that will light when the system is operational. The floor covering in this room shall be VCT tile. A ceiling mounted motion detection switch is required to automatically turn on the lights. A **SPACESAVER HIGH-DENSITY MOBILE STORAGE SYSTEM**, Mechanical assist system, with adjustable heavy duty shelves 18' and 24' deep. This type of system can be found at **SPACESAVER or KI SYSTEMS**. A trap door/security mail shoot such as the type used by banks for night deposits shall be required and shall be securely mounted on one of the walls. The opening for the trap door/security mail shoot is not to exceed 10"X18". The mail shoot will dispense into a securely mounted lockable cabinet. Trap door/mail shoot and lockable cabinet are to be supplied by **LESSOR**. Within the harden security room fencing shall be installed to create five (5) separate storage areas. Each storage area shall have fencing from floor up to the underside of the ceiling decking. Each storage area will require a lockable man gate door. Equipment such as hot or cold water tanks, HVAC units or any other potential items capable of leaking or that require maintenance shall not be permitted to be stationed on the ceiling concrete slab.

14- SECURITY/PHONE/ DATA CLOSET HARDEN

This 15'X15' room (**non-leased space**) shall be constructed to eliminate the ability of forced entry and must be located in the interior of the building. Walls shall be constructed out of poured concrete or concrete block filled with cement and shall be 8" thick. In addition ½" rebar spaced every 8" in each core of block or center of poured wall. Walls shall be extended above the ceiling line to the underside of the metal roof decking or the metal floor deck above. All electrical wiring, voice cabling, data cabling and security wiring shall be in conduit within the wall. Ceiling shall be at the minimum a 4" thick poured concrete slab with 1" rebar spaced every 8" within the slab. **LESSOR** is responsible for proper engineering of this ceiling.

14- SECURITY/PHONE/ DATA CLOSET HARDEN (CONTINUED)

The entrance door shall have an SABIC-Polymershapes, Model HM544, Level III Super Power Small Arms Bullet Resistance door with a 24 volt electronic catch in the jamb, reinforced steel entry with piano style hinge/steel jam, and closet style lockset (as to not be locked or unlocked manually with or without a key from the exit side of the door) with only the capability to be opened on the exit side of the door and remaining locked on the entrance side.

Jamb shall have a Von Duprin 24 volt electronic latch within the jamb and pigtail wiring to control electronic latch mechanism extending at least twelve (12) inches above jamb header. The interior walls are to be covered with ¾" thick, 8 foot high plywood sheeting painted white. No HVAC ducts are to pass through the walls of this room. This room shall have a proportionally sized stand-alone commercial grade exhaust system to remove excess heat generated from electronic equipment. Exhaust system shall be vented to the exterior of the building and controlled by a negative thermostat wall switch. The wall switch shall have an indicator light that will light when the system is operational. Where supply and return vents are in this room there will be 1" rebar welded to each vent opening 8" apart. It will also be necessary to install a minimum of 16 double gang electrical outlet boxes with one duplex outlet per box. Four dedicated circuits will be required for these outlets. **LESSOR** shall also supply a WS-120 NEMA L6-30R this should be a sole circuit. Flooring shall be VCT tile.

15-WIRE ROOM

This room will have the capability to be divided into two separate rooms by means of a sound proof accordion partition, each side must have its own entrance door, and each room must have four (4) designated 20 amp electrical circuits with separate GFCI protection. This room will require electrical outlets spaced no less than every three (3) feet and located 36 inches off the floor from the center of the box. Data connections will be required at every other electrical outlet with a minimum of 12 per room. All telephone lines should appear at one central location within each wire room having a 25 pair modular block. Two TV cable hook ups will be required for each side. Where one of the two cable hooks ups are determined to be, we will need additional support/bracing in the wall to safely mount a TV, location to be determined by **LESSEE**. A standard industry depth 25 inch counter top will need installed at a height of 30 inches around the room. There should be two inch diameter holes every 4 feet along the countertop for cable feeds. In addition around the room at a height of approximately two (2) feet above the counters will be double wooden melamine finish shelving to hold books and manuals. **LESSEE** requires a wall section on each side of the room to have whiteboard paint such as the type manufacture ideapaint (www.ideapaint.com) offers to be applied. Based on a wall height of eight (8) foot the area of which the whiteboard paint is to applied shall be approximately two (2) foot down from the ceiling and approximately one (1) foot above the counter. A framed cork board approximate size 3'x3' supplied by **LESSOR** shall be mounted in each side of the room. The flooring must be of an anti-static type, preferably VCT tile. This room requires an independent stand-alone zoning of the HVAC system to maintain a constant temperature of 70 degrees. This room shall have a proportionally sized stand-alone commercial grade "Low Noise" exhaust system vented to the exterior of the building and controlled by a wall switch. The system shall be operational from a wall switch in the room. The switch shall have an indicator light that will illuminate when the system is operational.

16- POLYGRAPH ROOM

These two (2) rooms shall be contiguous with one another. Each of these rooms shall be acoustically soundproof. Special attention needs to be given to the placements of these rooms. The rooms need to be isolated from high traffic areas, areas with noise producing equipment or where people are able to congregate. The doors for these rooms shall be Pressure Operated Sound Seal Doors. It will be necessary either in the ceiling or on the upper part of the back wall to have supports and an electrical outlet mounted in one (1) of the rooms for the installation of a LESSEE supplied camera. LESSEE shall provide wiring for the connection of the camera to the recording device; LESSOR shall be responsible for installing the wire. A red illuminated "IN USE" lighted sign shall be installed on the outside wall of the room's entrance. There shall be a dedicated switch located on the room's interior to operate the "IN USE" sign.

17-Computer Forensics Lab

The room shall require an independent stand-alone zoning of the HVAC system to maintain a constant temperature of 70 degrees. Walls shall be extended above the ceiling line to the underside of the metal roof decking or the metal floor deck above. This room will require electrical duplex outlets spaced no less than every three (3) feet and located 36 inches off the floor from the center of the box. A minimum of four (4) designated 20 amp electrical circuits shall be used for the electrical duplex outlets. In a location to be determined a WS-120 NEMA L6-30R shall be installed. Located at every other electrical duplex outlet shall be a four (4) port data connection and a two (2) port voice connection. A standard industry depth 25 inch counter top will need installed at a height of 30 inches along one (1) of the interior room's wall. Approximately two (2) feet above the counter will be double wooden melamine finish shelving to hold books and manuals. Along two (2) adjacent wall sections LESSOR shall provide and install a 24" deep laminate top work surface. Each section of the work surface shall be supported by non-powered leg supports and lockable File/File draw type pedestals specifically manufactured for the work surface. Preferred manufactured is Herman Miller. Provided with the work surface shall be an overhead adjustable metal shelf system and four (4) each keyboard holders with mouse pads. Preferred manufactured is Datum. On a wall section whiteboard paint such as the type offered by ideapaint (www.ideapaint.com) shall be applied. Based on a wall height of eight (8) foot the area of which the whiteboard paint is to applied shall be approximately two (2) foot down from the ceiling and approximately two (2) foot above the floor line. The door jamb shall have a Von Duprin 24 volt electronic latch within the jamb and pigtail wiring to control electronic latch mechanism extending at least twelve (12) inches above jamb header. The door shall have a closet style lockset (as to not be locked or unlocked manually with or without a key from the exit side of the door) with only the capability to be opened on the exit side of the door and remaining locked on the entrance side. The flooring must be of an anti-static type, preferably VCT tile.

18-HOLDING ROOMS

These rooms shall be located next to each other. Walls should be constructed of concrete block, to include one interior window using one-way heavy gauge non breakable glass. No other windows are permitted in these rooms. Front and rear entrance steel doors with three exterior sliding dead bolt locks are required. Each room must contain a heavy gauge stainless steel bench six (6) feet long securely fastened to the wall and floor. All corners shall be welded and ground to smooth round corners. Absolutely no rough edges or corners will be permitted. Two half moon steel security rings shall be welded to the bench front. The half moon rings are to hold another steel ring for securing interviewees. A heavy gauge piece of rebar the length of the bench is to be welded and mounted flush with the front of the bench 4" off of the floor. The 3-way light switches for these rooms must be mounted on the exterior of the room not in the holding rooms. The ceiling lights must not be easily accessible, lens covers must be of a non breakable glass and lens covers should have security screws to close cover. The ceiling will need to be constructed out of a solid material such as corrugated decking. The decking must be securely mounted to the block as to not allow for escape from the room. Exterior access to this area must be separate from the main building to allow for private entry. Within this area shall be a fire extinguisher. This fire extinguisher shall be securely recessed mounted into the wall and the door shall be of a non-breakable type enclosure. A unisex restroom shall be located next to this isolated area. If sprinkler heads are required in the Holding Rooms the sprinkler heads shall be of suicide resistant type sprinkler heads. A suicide shut off valve for the sprinkler system shall be installed outside the Holding Room area.

19- FILE/STORAGE ROOMS

The file/storage room shall be located in the interior and is to be used for the storage of file records, office supplies, forms, and assorted bulk items. The file/storage room will require a SPACESAVER HIGH-DENSITY MOBILE STORAGE SYSTEMS. This will be the mechanical assist system with adjustable shelving, sold by SPACESAVER and KI Systems. Floor covering in this room shall be VCT tile.

20-COPIER/MAIL/FAX ROOM

This room shall have a minimum of three (3) dedicated electrical circuits. Amperage and location to be determined during floor plan stage of the building. Additional category six data cables and telecommunication lines will be required. A Formica counter top (size to be determined) with storage cabinets underneath for small supplies and a minimum of thirty (30) storage mail bins sized to hold 8.5"x14" envelopes shall be required on part of a wall. Floor covering shall be VCT tile for these rooms.

21- SHOWER/LOCKER/REST ROOMS

Separate men and women's lockers shall be provided with floor – to- ceiling walls. The LESSOR shall supply two (2) showers with showerheads and controls, 15 lockers and appropriate mounted benches in each locker room. Lockers need to be placed on an enclosed base several inches above the floor, creating a kick plate. Pressboard or OSB board construction is not acceptable.

21- SHOWER/LOCKER/REST ROOMS (CONTINUED)

Where plausible men and woman locker rooms shall be next to each other and a removable wall shall separate the two sides creating the ability to move said wall as to give more locker space to either side as needed. The shower area shall be physically separated from the lockers and dressing area and shall maintain privacy. A floor drain placed by the openings of the showers shall be required to remove any excess water that may come out from the showers. Non-slip rubber mats capable of allowing water to pass through to drain system will be outside of each shower. The hot water heaters for the showers shall be oversized to accommodate the large usage that is expected. The area shall be both heated and cooled. A restroom area shall be incorporated in or contiguous with the locker room facility. Appropriate ventilation shall be provided to ventilate the restroom area, remove excess shower moisture and humidity to exterior of building. The ventilation system shall be automatically operated by a humidistat with manual override. A full height mirror shall be provided in the men and women's dressing area. Suitable counter area with electrical outlets shall be provided in the vicinity of the mirrors for use of personal grooming aids. Mirrors shall be above each restroom sink sized for individuals of various heights. The electric outlet(s) shall have GFCI protection. All lighting is to be manually controlled.

22- JANITORIAL CLOSET

A separate 8'X8' (non-leased space) room shall be on each floor for the janitorial staff to utilize for storage of cleaning equipment and necessary supplies. A floor mounted slop sink with hot and cold water, shelving for supply storage, VCT tile floor covering and appropriate wall covering around the slop sink to protect the wall is required. Tensco B&B three-piece shelving model number S-6-3624 and A-6-3624 shall be on one main wall of the room. TABS B&B shelving shall be 24" deep, 36" wide, and 88" high.

23- INTERIOR SECURE GARAGE

Garage should be accessible from the interior of building and securable from forced entry. Interior or exterior doors which allow direct access to or egress from the building the garage shall have a double sided keyed dead bolt installed into the door. This double sided keyed deadbolt is in addition to the required door hardware and shall be located above the required door hardware. The interior and exterior door for the garage area shall also be to the security specifications as described in section 6- General Specifications. Heat source along with proper ventilation to the exterior of the building shall be provided. A deep sink with hot and cold water, minimum of four floor drains, and plumbing for hose connections is required in this area. The garage shall have an insulated doublewide ten- (10) foot entry height door operated by a three-position (open, close, and stop) electrical switch. The entry door shall have no windows. Freestanding industrial/ commercial grade metal shelving such as Tensco B&B three-piece shelving model number S-6-3624 and A-6-3624 shall be on two (2) of the main interior walls. Shelving shall be 24" deep, 36" wide, and 88" high. A commercial grade work bench approximately 30"x72" shall be installed along an interior wall. Above the work bench shall be two (2) electrical duplex outlets. A minimum of four (4) duplex outlets and one 30A/240V outlet shall be installed. Location to be determined. This area shall require a CHEMICAL storage cabinet vented to the exterior of the building. The system shall be operational from a wall switch in the room. The switch shall have an indicator light that will illuminate when the system is operational. Bollards are to be placed on each side of any Garage door.

24-PHONE AND UTILITY LINES

Phone and utility lines are to enter the interior of the building from underground. We request one (1) additional 4" spare conduit piping be installed for any future projects. Any exterior utilities and/or utility islands are to be protected by Bollards or concrete filled metal security posts.

25- BUILDING IDENTIFICATION

Lobby entrance door shall have the states coat of arms and the Attorney Generals name. The building, the main entrance doors and floor directories shall designate:

**OFFICE OF ATTORNEY GENERAL
Kathleen G. Kane
ATTORNEY GENERAL**

The LESSOR shall be responsible for the cost and the changing of the Attorney General's name when needed.

SECTION C- COURT ROOM REQUIREMENTS

1-REQUESTED SQUARE FEET

This section describes the LESSEE specifications and space design for the Court Room, which will contain approximately 3,500 Sq. Ft. of usable area. Office space shall be contiguous with the main office space. LESSOR shall be responsible to meet the same provisions as requested and specified in Section B.

2-PERIMETER WALLS, CEILING and DOORS

The perimeter walls of the court room shall be extended above the ceiling line to the underside of the metal roof decking or the metal floor deck above. The perimeter walls and the ceiling of court room shall be acoustically soundproof. Only those electrical and low voltage wires that feed the court room area are able to be in the plenum area of the courtroom. All other electrical and low voltage wires shall be routed outside of the perimeter walls. All ingress/egress doors to the court room shall be wooden solid core doors in metal frames and doors jambs shall have a **Von Duprin Series 6000 24 volt** electronic latch within the jamb, pigtail wiring to control electronic latch mechanism extending at least twelve (12) inches above jamb header, mounted face plates to cover the latch, hinges with non-removable pins, and door closures.

3-JUDGE and ATTORNEY OFFICE REQUIREMENTS

These offices shall meet all standards set forth in Section B-7 General Construction guidelines and include the following: Keyed locks for door with two keys per door (keys must be tagged and identified per door), gold colored metal name plate holders, appropriate phone, data & electrical services; sound proofing to limit noise transmission. Perimeter offices shall be on a separate regulated HVAC system control from the interior of the building.

3-JUDGE and ATTORNEY OFFICE REQUIREMENTS(CONTINUED)

Special attention should be given to those offices that will receive southern sun light exposure. The Judge's chamber shall be positioned directly behind the Judge's bench of the main Court Room. The Judge's chamber shall have a second door which will provide the Judge direct access from his/her chamber to the Judge's bench in the main Grand Jury Room.

4-SECURITY OFFICER OFFICE REQUIREMENTS

This office shall meet all standards set forth in Section B-7 General Construction guidelines and include the following: Keyed locks for door with two keys per door (keys must be tagged and identified per door), gold colored metal name plate holders, appropriate phone, data & electrical services; sound proofing to limit noise transmission. The Security Officer's office shall be located between the main Court Room entrance and the entrance to the Grand Jury Room. The office will require two (2) doors with the doors positioned in such a manner that will allow the security officer to visually see the Court Room and Grand Jury Room entrances.

5-WITNESS ROOM REQUIREMENTS

The Witness Rooms shall meet all standards set forth in Section B-7 General Construction guidelines and include the following: Keyed locks for door with two keys per door (keys must be tagged and identified per door), gold colored metal name plate holders, appropriate phone, data & electrical services; sound proofing to limit noise transmission. Unless prohibited by local or by fire code the doors for each of these rooms shall open outward. All walls in these rooms shall have 1/2" plywood behind the gypsum board.

6-ADMINISTRATIVE/CLERICAL AREAS

Open area approximately 100 Sq. Ft. which shall accommodate LESSEE supplied modular furniture. Modern, energy efficient, fluorescent light fixtures shall be uniformly provided throughout the entire space. Phone, data & electrical sources must be available from the ceiling and accessible to the workstation. A dedicated 20A electrical circuit, voice and data will be required for the multi-function device (MFD). Location of MFD will be determined at time of final design.

7-LUNCH ROOM

Along one wall (to be determined) provide and install wall & base cabinets, Formica counter top, a sink with a minimum size of 18" x 18" x 8" to include a drain board area. The following Five Star Energy Efficient appliances are to be provided by the LESSOR: microwave minimum size 1.3 cubic foot and a frost free refrigerator minimum size 18 cubic foot. Maintenance/replace of the microwave and refrigerator shall be the LESSOR responsibility as long as maintenance/replacement is not due to LESSEE abuse. LESSOR shall install commercial grade exhaust fans, which shall be vented to the exterior of the building and shall be controlled by a wall-mounted variable switch. A minimum of two dedicated 20-amp circuits shall be installed for vending machines. A wall mount phone jack will be required. The floor covering in this room shall be VCT tile.

8- STORAGE ROOM

The storage room shall be used for the storage of file records, office supplies, forms, and assorted bulk items. The storage room shall require freestanding industrial/ commercial grade metal shelving such as Tennsco B&B three-piece shelving model number S-6-3624 and A-6-3624 shall be on two (2) of the main interior walls. Shelving shall be 24" deep, 36" wide, and 88" high. Floor covering in this room shall be VCT tile.

9-GRAND JURY ROOM

LESSOR shall install juror pews to accommodate thirty-eight (38) jurors. Pews shall be of a sufficient size that will allow each juror to have not less than two feet by three feet of work space. If leg supports are required for the pews, the supports need be spaced as such not to impede a jurors seating space. Each juror space is to be wired to accept a headset which will be used to listen to recorded information. The pews shall be fully laminated, color to be determined by **LESSEE**. In order to allow easy access to the wire management system the pews shall be constructed in such a manner that the panel sections of the pew are easily removable or modular. The pews are to be constructed to mirror a theater style arrangement. The front pew row shall be floor level with each subsequent pew row being elevated approximately six (6) inches. **LESSOR** shall install a raised platform on which a Judge's bench is to be constructed. Approximate size shall be 30 inches by 12 foot. Attached to the judge's bench at floor level shall be a witness box and a court stenographer box. The judge's bench, witness box and stenographer box shall be fully laminated and have easily removable or modular panel sections to allow access to the wire management system. The room shall require multiple voice/data runs, two (2) cable TV hookups, three ceiling mounted electric outlets (overhead projector, monitor screens, item to be added in the future), added supports mounted in the wall for the installation of a roll down screen, adjacent from the screen shall be a switch box to operate the screen. Each row of ceiling mounted lights shall be individually banked and operated by its own individual switch. Under no circumstances shall there be any columns or poles in the Grand Jury room that could impede the view of any juror. The **LESSEE** shall be installing audio and video equipment. **LESSOR** shall provide conduit or other means of running the necessary wiring to interconnect the audio/video equipment to the required user areas such as but not limited to the juror's pews, judge's bench, witness stand, court stenographer stand and council tables.

10-HVAC

HVAC systems shall be automatically controlled to maintain interior conditions at 72 degrees with relative humidity between 40-60%. Systems and facility will be properly ventilated to meet ASHREA standards for outside air circulation. All diffusers shall be capable of manual operation. Several areas such as but not limited to the Lunchroom will require direct exhaust to the exterior of the building and are to be isolated from the general ventilation system. The Court Room shall be controlled automatically. Thermostats and other automatic controls shall be inaccessible to employees and be covered by clear lock boxes. Manual controls of heating, ventilating, cooling or humidifying equipment should not be made acceptable under any circumstances. In addition, the building shall be appropriately zoned with automatic controls to maintain even HVAC throughout the area regardless of the anticipated use of the areas. HVAC is only to control that immediate area and thermostats should be properly located in each of those areas. Locations of thermostats will be determined by the layout of the Court Room.

SECTION D - STANDALONE WAREHOUSE/GARAGE

1-GENERAL SCOPE

These specifications cover the materials and the fabrication for a 15,000 Sq. Ft standalone steel warehouse/garage. The main purpose of the building shall be for securely housing various types of automobiles, recreational vehicles, commercial vehicles and other various types of heavy duty grade vehicles. These specifications are to provide a basic outline to insure that the **LESSOR** be the basis for the design. The standalone steel warehouse/garage shall comply with those standards as outlined in the June 2010 ANSI/AISC 360-10.

- The building design type shall be a Gable Symmetrical Clear Span frame. There shall be no support poles or columns within the garage area.

-**LESSOR** shall supply **LESSEE** with dead load, roof live loads, wind loads, seismic loads, collateral loads, auxiliary equipment loads, and/or any other applied loads.

-Wind bracing shall be supplied in the form of either rods, cables, angles, structural wind bents, fixed base columns or a combination of these methods.

-Roof panels shall be a PBR (Purlin Bearing Rib) design with a tensile yield of 80,000 KSI. Minimum gauge to be used is 26 gauge commercial steel. To form a tight seal between the PBRs a minimum of one (1) inch wide rubber mastic tape sealant is to be used. Preferred type of roof fasteners shall be a clad with stainless steel and prefixed with an EPDM rubber washer. Roof panels and roof vents shall have a twenty-five (25) year warranty against perforations and rusting.

-All wall sheeting and other various exterior trims shall be of a minimum 26 gauge steel and have a forty (40) year warranty against peeling, cracking, chipping or blistering. Wall sheeting design shall be PBR (Purlin Bearing Rib).

-All interior girts, purlins, roof rafters and side columns shall be coated in hot dip Galvanized.

-On two (2) perimeter walls there shall be a total of three (3) insulated doublewide ten- (10) foot entry height doors operated by a three-position (open, close, and stop) electrical switch. The entry doors shall have no windows. On the perimeter wall where there will only be one (1) entry height door there shall be one (1) insulated singlewide ten- (10) foot entry height door operated by a three-position (open, close, and stop) electrical switch. The entry doors shall have no windows. This entry door shall be utilized as a dock entrance door. Therefore the ground outside the door shall be sloped and recessed enough that a standard height trailer would be able to be loaded and unloaded from the door. The recessed area shall have some sort of drainage system to prevent the buildup of rain water at the bottom of the ramp. An interior/exterior door for the garage area shall be located in close proximity to the doublewide door and shall be to the security specifications as described in section 6- General Specifications.

On the two (2) adjacent perimeter walls there shall be one (1) each insulated doublewide ten- (10) foot and one (1) each twelve - (12) foot entry height door operated by a three-position (open, close, and stop) electrical switch. The entry doors shall have no windows. An interior/exterior door for the garage area shall be located in close proximity to the doublewide door and shall be to the security specifications as described in section 6- General Specifications.

-Dawn to dusk lighting shall be provided above each exit/entrance door and garage door, dawn to dusk illumination shall be required on the exterior walls and corners of the warehouse/garage. The required amount and locations will be determined by **LESSEE** once the design has been approved.

1-GENERAL SCOPE (CONTINUED)

- The flooring within the garage shall be concrete and it shall be poured to the appropriate PSF for which the warehouse/garage will be utilized for. Where the Rotary 2 Post lift is located the flooring under each post shall be to the manufactures recommended specifications. In order for vehicle fluids not to penetrate the concrete floor the floor shall be sealed or epoxy painted.
- LESSEE** requires a floor drain system be installed within the first 200 Sq. Ft area of each vehicle entry door.
- The walls and ceiling shall be insulated. The warehouse/garage will also require a heating system to keep the garage at a temperature of 70 degrees.
- Randomly suspended from the ceiling throughout the warehouse/garage shall be retractable airline connections and retractable electrical connections.
- Sufficient interior lighting shall be provided throughout the warehouse/garage.
- Electrical duplexes outlets shall be installed on each of the perimeter walls. Outlets are to be spaced no more than twenty (20) feet apart. There shall also be at least two (2) separate 240V single outlets installed. Amperage rating and location to be determined during layout phase.
- At each end of the warehouse/garage shall be a deep sink with hot and cold water.
- Approximately fifty (50) linear feet of freestanding industrial/commercial grade metal shelving such as Tennsco B&B three-piece shelving model number S-6-3624 and A-6-3624 shall be on two (2) of the perimeter walls. Shelving shall be 24" deep, 36" wide, and 88" high.
- A commercial grade work bench approximately 30"x72" shall be installed along a perimeter wall. Above the work bench shall be two (2) electrical duplex outlets and one 30A/240V outlet.
- Hose bib connections shall be installed on opposite ends of the warehouse/garage.
- LESSOR** shall provide and install a Rotary 2 Post Light Duty 10,000Lb. Asymmetric Car/Truck Lift Model Number SPOA10 with the Standard arm option.
- **The LESSEE** will be performing preventive maintenance on varies types of automobiles, recreational vehicles, commercial vehicles and other heavy duty grade vehicles therefore the **LESSOR** shall need to provide the means to properly exhaust fumes to the exterior of the Warehouse/Garage.
- There shall be one (1) private office approximately 150 Sq. Ft in size and the office shall meet all standards set forth in section 6- General Specifications guidelines and include the following: Keyed locks for door with two keys per door (keys must be tagged and identified per door), gold colored metal name plate holders, appropriate phone, data & electrical services.
- A single person unisex restroom shall be required.
- There shall be a permanent type walking service (concrete, macadam or asphalt) connecting the warehouse/garage to one (1) of the main buildings entrance doors and to the impound lot. Specifications for Impound Lot are in Section B, Paragraph 3, Parking Requirements.
- There shall be three (3) 2" Schedule 40 conduit pipes from the main buildings Security/Phone/Data Closet into the warehouse/garage.

APPENDIX D

**COMMONWEALTH OF PENNSYLVANIA
REQUIREMENTS**

APPENDIX D

Commonwealth of Pennsylvania Specifications and Requirements Package

NORMAL HOURS:

Services, Utilities and Maintenance will be provided daily, 7 days a week, 24 hour access and use of the premises and lease amenities as necessary.

The Commonwealth shall have access to the leased space at all times, including, but not limited to, the use of elevators, toilets, lights and operation of business machines without additional payment.

PARKING REQUIRED:

The minimum number of parking spaces must be included in your proposal . When the Local code requirement for parking to sq. ft. ratio of parking spaces available on site indicates that the Commonwealth is entitled to more spaces than the specified minimum, then those additional spaces shall at the Commonwealth option be added to the above stated minimum.

CODE AND/OR REGULATIONS CHANGES OR VIOLATIONS:

When changes occur in Local, State or Federal codes or regulations and the Lessor is required to take action or equipment services or utilities furnished and activities of other occupants are not free of Safety, Health or Fire hazards the Lessor shall promptly take action to comply with code or regulation requirements at his sole expense.

LANDSCAPE MAINTENANCE:

Landscape maintenance is to be performed during the growing season on a weekly cycle and will consist of the following:

Watering, mowing and policing area to keep it free of debris.

Pruning and fertilization are to be done on an as needed basis. In addition, dead or dying plants are to be replaced.

SECURITY:

The Lessor shall provide security comparable to the types of protection given similar enterprises to prevent illegal entry or loitering in the space leased and to prevent unauthorized entry during off-duty hours.

MORE OR LESS USABLE AREA:

The Commonwealth shall receive any useable area within the leased premises in excess of that requested free of any and all costs or charges.

In the event there is less space than that requested the Commonwealth shall pay only for the useable area provided and/or shall have the option to exercise its rights under the lease if it deems, in its sole judgment, that the amount of space being provided is insufficient to meet its needs.

ADJUSTMENT FOR VACANT SPACE:

If the Commonwealth fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the firm term of the lease, the rental rate shall be reduced as follows:

The rate shall be reduced by that portion of the costs per square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Commonwealth gives 30 days prior notice to the Lessor, and shall continue in effect until the Commonwealth occupies the premises or the lease expires or is terminated.

Exercise of this right by the Commonwealth shall not preclude it from any other options or rights it may have under the lease.

APPENDIX E

GEOGRAPHIC BOUNDARIES

The space must be located within the following boundaries: Cranberry Township in Butler County, boundary lines are North – Jackson Township line, South - Allegheny County line, East – Adams Township line and West – Beaver County line, location must be within a 10 mile radius of a major interchange, within a municipality that has a full-time (24 hour-a-day & 7 days-a-week) local police patrol, with exceptional cellular coverage and fiber optic communications. Proposals which offer space outside of these boundaries cannot be considered for award of the lease.