U. S. GOVERNMENT LEASE NO. DACA415250001300

Prior Lease No. DACAXX5XXXXXXXXX

TAX ID # (TIN or Last 4 SSN): _____

DUNS # (per SAM): _____

CAGE Code #: _____

N 1369 sf

N 120 sf

AF 941 sf

TOTAL _____ sf

FOR GOVERNMENT PURPOSES ONLY:
GREX No. _____
Child Lease No. DACAXX5XXXXXXXXX

This Lease is made and entered into between

[Insert Lessor's Full Legal Name] (note: exactly as registered in the System for Award Management (SAM))

("Lessor"), whose principal place of business is **[Insert Lessor's Address]**, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("Government"), acting by and through the designated representative of the U.S. Army Corps of Engineers (USACE), upon the terms and conditions set forth herein.

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

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

[Insert Address of Property to be Leased]

and more fully described in Section 1.01, The Premises, and Exhibit A, Floor Plan, together with rights to the use of parking **(note: remove if not applicable)** and other areas as set forth herein, to be used for such purposes as determined by USACE.

LEASE TERM

(Option 1: GSA Categorical Delegation)

To Have and to Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of **[Insert Number of Years]** **Years** **(note: initial term, not including renewal options)**, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, estimated to be **[Insert Month, Day, Year]**, shall be more specifically set forth in a Supplemental Agreement to be executed upon substantial completion and acceptance of the Space, as defined in Section 2.01, Definitions and General Terms, of this Lease, by the Government. The Government's obligation and legal liability for performance of this Lease beyond 30 September of any year during the term of this Lease is contingent upon the availability of annually appropriated funds. Nothing in this Lease shall constitute, or be deemed to constitute, an obligation of future appropriations by the United States or considered as implying that the Congress will appropriate additional funds. It is understood and

agreed that no rental shall accrue until the actual delivery date and acceptance of the Space by the Government. Right of entry for the Government shall commence on the execution date of this Lease.

(Option 2: 10 U.S.C. § 2661 Authority)

To Have and to Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of **[Insert Number of Years]** **Years** **(note: initial term, not including renewal options)**, subject to termination and renewal rights as may be hereinafter set forth and subject to adequate appropriation of funds by Congress from year to year for the payment of rental. The commencement date of this Lease, estimated to be **[Insert Month, Day, Year]**, shall be more specifically set forth in a Supplemental Agreement to be executed upon substantial completion and acceptance of the Space, as defined in Section 2.01, Definitions and General Terms, of this Lease, by the Government. It is understood and agreed that no rental shall accrue until the actual delivery date and acceptance of the Space by the Government. Right of entry for the Government shall commence on the execution date of this Lease.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of execution by the Government.

LESSOR:	**GOVERNMENT:**
Signature: _____	Signature: _____
Name (please print): _____	Name (please print): _____
Title: _____	Title: Real Estate Contracting Officer
Date: _____	Execution Date: _____

THIS LEASE IS NOT SUBJECT TO TITLE 10, UNITED STATES CODE, SECTION 2662. **(note: Delete if lease did require reporting under 10 U.S.C. 2662)**

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES

The Lessor hereby Leases to the Government the following described Premises: Exclusive use of approximately **[Insert Number of Square Feet]** rentable square feet ("RSF") of space located at **[Insert Address]** as more particularly shown on Exhibit A, Floor Plan, attached hereto and made a part hereof, to be used for Government purposes. **(note: remove the next sentence if parking is not provided as part of the Premises)** It is also understood and agreed that the Lessor shall provide adequate designated parking for **[Insert Number]** Government vehicles, both during the day and overnight in the areas within the Lessor's property as shown and marked on Exhibit B, Site/Parking Plan, attached hereto and made a part hereof. The Government shall have unrestricted access to the Premises 24 hours per day, 7 days per week and shall have the non-exclusive right to the use of Appurtenant Areas as defined in Section 2.01, Definitions and General Terms.

1.02 RENT AND OTHER CONSIDERATION

The Government shall pay the Lessor annual rent of $**[Insert Amount] (note: also state amount in words)** at the rate of $**[Insert Amount] (note: also state amount in words)** per calendar month in arrears. Consideration for a lesser period shall be prorated. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses, GSA Form 3517B, attached hereto and made a part hereof as Exhibit C. Rent shall be payable to the payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

The Lessor shall provide to the Government, in exchange for the payment of the rental consideration, the following:

A. The leasehold interest in the Property described herein in Section 1.01, The Premises.

B. Tenantable premises that comply with applicable building codes and standards, including fire alarm and safety equipment (as provided in this Lease and its Exhibits). Performance and/or satisfaction of all other obligations set forth in this Lease, and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

C. The Lessor, at its sole cost, shall provide and install separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the Real Estate Contracting Officer (RECO), prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. The Lessor is to provide utilities and communications connections to demarcation points within the Premises. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements. The Lessor shall certify that the mechanical equipment, Building systems, and the utilities are in good serviceable and operating condition. The Lessor is responsible for providing, maintaining and repairing all systems, equipment, fixtures, and appurtenances necessary for the provision and use of the below services:

☐ Electricity / Gas ☐ Heating oil ☐ Water ☐ Sanitary sewer ☐ Trash removal

☐ High-speed internet ☐ Phone service ☐ Power to adequately light recruiting sign ☐ Other _____

Payment by Lessor for the following utilities or services (to be provided 24 hours per day, 7 days per week, including holidays):)

☐ Heating oil ☐ Electricity / Gas ☐ Water ☐ Sanitary sewer ☐ Trash removal

☐ Janitorial ☐ Other

D. Maintenance of the Premises and common areas and all related insurance, including:

Common area maintenance, including but not limited to, private streets and driveways, curbs, parking areas, service alleys, loading areas, retaining walls, sidewalks, landscaping, lighting, hallways, restrooms, stairwells, lobbies, and elevators;

Replace stained/damaged ceiling tiles during the term of the Lease, as necessary;

Replacement of all light bulbs, L.E.D.'s, fluorescent tubes, starters and ballasts to provide a minimum 50-foot candles of illumination at working surface height in all office spaces. All other nonworking areas will have a minimum of 30-foot candles of illumination at floor level;

Maintenance of exit signs; emergency lighting; portable fire extinguishers; and, fire protection networks, such as sprinkler systems and alarms, which meet fire protection standards established by applicable state statutes, fire regulations, building codes and local ordinances. This includes, but is not limited to, the inspection, recharging, annual backflow testing and, if necessary, replacement of fire extinguishers. Replacement with long-life lithium batteries in smoke detectors. Equipment, services or utilities furnished, and activities of other occupants, shall be free of safety, health and fire hazards.

E. The Lessor is responsible for providing, maintaining (including the replacement of air filters as needed) and repairing the heating, ventilation and air conditioning (HVAC) systems, equipment, fixtures, and appurtenances capable of maintaining a minimum temperature of 70 degrees Fahrenheit during the heating season and a maximum temperature of 78 degrees Fahrenheit during the cooling season. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and as requested by the Government. Normal maintenance of the HVAC systems shall not disrupt Government operations.

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

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

H. Provide means for mail delivery (e.g. cluster box within the center's property). An individual box is required for each Military Service Branch, if more than one Military Service Branch is located at the Premises. Mail slots are not acceptable.

I. Provide pest and rodent control measures and pesticides that conform to local health department regulations to keep the Premises free from pests and in a tenantable condition, including emergency treatment as necessary.

J. Service and maintain any interior and exterior signs. Service and maintenance shall include, but shall not be limited to: washing and cleaning of all sign surfaces, as needed; repainting the sides of each letter, as required; replacing all electrical and neon components, as required; and repair or replacement of broken or damaged plastic, as required. Remove any Government signs, perforated window graphics and lettering within thirty (30) days after the space is vacated by the Government.

K. Remove snow, ice, and any excess sand/ice melts from parking lots, sidewalks, and other areas as necessary in a timely manner. In addition to snow removal, the Lessor shall keep the walkways, sidewalks, and the parking lot clear of ice during normal business hours. Lessor shall take all appropriate measures to protect the safety of the pedestrians.

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

1.03 TERMINATION RIGHTS

The Government may terminate this Lease, in whole or in parts, at any time effective after October 31, 2002 by providing not less than ninety (60) days'prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. If the Lease is terminated in whole, no rental shall accrue after the effective date of termination. If the Lease is terminated in part, the rental due after the effective date of termination shall be adjusted and a Supplemental Agreement executed.

1.04 RENEWAL RIGHTS

A. This Lease may be renewed at the option of the Government for **[Insert Number]** additional one-year terms, and the Government shall pay the Lessor annual rental of $**[Insert Amount] (note: also state amount in words)** at the rate of $**[Insert Amount] (note: also state amount in words)** per calendar month in arrears; provided, written notice is provided to the Lessor at least **[Insert Number]** days before the end of the original Lease term or any extension thereof. In no event shall the Lease term be extended beyond **[Insert Day, Month, Year]**. All other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

B. Termination rights outlined above in Section 1.03, Termination Rights, apply to all renewal terms.

1.05 CONDITION REPORT

A joint physical inspection of the Premises shall be made as of the delivery date of said Premises, reflecting the then present condition, and will be documented on behalf of the parties hereto. Upon expiration or termination of this Lease, a final inspection shall be conducted by representatives of both the Lessor and the Government.

1.06 DOCUMENTS INCORPORATED IN THE LEASE

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

DOCUMENT NAME	EXHIBIT
Floor Plan	A
Site/Parking Plan(s)	B
General Clauses, GSA Form 3517B	C
Janitorial Specifications **(note: delete if janitorial not included)**	D
Construction and Security Specifications	E
Certificate of Authorization **(note: delete if not applicable)**	F
Agency Agreement / Authorization for Property Manager to act on behalf of Owner **(note: delete if not applicable)**	G
Seismic Form C, Building Retrofit or New Construction Pre-Award Commitment **(note: delete if not applicable)**	H
Other	

1.07 NOTICES

Any notice under this Lease is to be given in writing and delivered by "Certified Mail, Return Receipt Requested" or registered mail, Express Mail or comparable service, or delivered by hand and delivery, whether accepted or refused, attempted delivery, or marked undeliverable, shall be deemed notice under the terms of this Lease. Any notice given by the Lessor to the Government shall be addressed to: **[Insert Address]**. Any notice given by the Government to the Lessor or his/her agent shall be addressed to: **[Insert Address]** and e-mail **[Insert E-Mail]**, or as may from time to time otherwise be directed in writing by the parties. Both Lessor and Government have an obligation to ensure that the other party has their accurate address. Any such notice and correspondence shall include the lease number.

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies and immediately address all emergency situations. In the event of an emergency, Government may contact: **[Insert Name and Phone Number of Lessor Point of Contact]**. For maintenance purposes, the Government's notice to the Lessor shall be addressed to: **[Insert Name, E-Mail, and Phone]**.

1.08 INITIAL ALTERATIONS

It is agreed that the Lessor shall complete alterations in accordance with Exhibit "A", Floor Plan, and Exhibit "E", Construction and Security Specifications, attached hereto and made a part hereof. Said alterations shall commence after Government execution of this Lease and Government has issued a notice to proceed (NTP).

It is agreed by and between the parties hereto that upon the Government accepting the Space, ownership of all alterations to the property, both real and personal that are placed upon or added to the Premises by reason of this provision, shall be and will immediately become the property of the Government and may be removed from the Premises or abandoned in place by the Government.

The total cost of alterations is in the amount of $**[Insert Amount]**. **(note: also state lump sum amount in words)**

(Delete the following paragraph if the Lessor is not contributing any funds towards alterations)

The Lessor has agreed to pay **all of / a portion of [Select as appropriate]** the cost of alterations in the amount of $**[Insert Amount]**. **(note: also state lump sum amount in words) (note: Include the following sentence where Lessor is paying for all of the cost of alterations.)** The parties hereby agree that if the cost of alterations exceeds the total amount listed herein, the Lessor shall promptly pay

[the Government or the third party owed] for such additional amounts to avoid any delay in the alterations being completed or the Government accepting the Space.

(If the Lessor is paying for all alterations, delete the following Option 1 and Option 2. If the Lessor isn't paying for all or a portion of the alterations, choose Option 1 or Option 2.)

(Option 1: One-Time Reimbursement Payment)

The Government shall reimburse the Lessor by a lump sum payment the cost of alterations completed at Government expense, in an amount not to exceed $**[Insert Amount]**. **(note: also state lump sum amount in words)** Such payment shall be made upon completion of the alterations and acceptance by the Government.

(Option 2: Three-Part Reimbursement Payment)

The following milestones shall govern the partial payment reimbursements allowed to the Lessor by the Government:

A. The first 30% payment shall be released upon 50% of work completion, based on submitted invoices for materials requiring lead time, or space support work required for Government Space build-out requirements, and evidenced by completion of demolition work, rough plumbing, HVAC, electrical, and similar work, as determined by the RECO or their authorized representative.

B. The second 30% payment shall be released upon 75% completion of the initial scope of work, evidenced by completion of drywall, electrical, plumbing, HVAC, receipt of doors and assemblies, new windows, and invoices for other materials ordered and not already included in the first progress payment.

C. The final 40% shall be released upon 100% completion and acceptance of the Space by the Government.

1.09 INSURANCE CERTIFICATION

The United States Government is self-insured; therefore, the Government does not purchase insurance from outside sources.

The parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below.

1.10 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS

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

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

1.11 LESSOR'S DUNS NUMBER

Lessor's Dun & Bradstreet DUNS Number: **[Insert Number]**.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.

Building. The building(s) situated on the Property in which the Premises are located.

Contract. "Contract" shall mean this Lease.

Contractor. "Contractor" shall mean Lessor.

Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.

FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.

Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.

Government Officials. Any reference to GSA is interchangeable with USACE, and any reference to LCO, Contracting Officer, or Government representative are interchangeable with Real Estate Contracting Officer or RECO.

GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.

Lease Award Date. The date the RECO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).

Lease Term Commencement Date. The date on which the Government's obligation to pay rent commences after it has accepted the Space/Premises.

Premises. The Premises are defined as the total office area or other type of Space, together with all associated common areas, described in Section 1.01, The Premises, of this Lease, and delineated by floor/site plan in the attached exhibit(s). Parking and other areas to which the Government has rights under this Lease are not included in the Premises.

Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.

Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as office area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its RECO by notice, without an express delegation by the prior RECO. **Lessor is hereby notified that Government tenant occupants are not authorized to negotiate, modify, or contract with the Lessor on any matters related to this Lease or its terms and conditions, Construction and Security Specifications, or to obligate the Government for expenditure of funds.**

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Supplemental Agreement. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the RECO or an authorized USACE representative.

B. The Government shall have the right during the existence of this Lease to make alterations, attach fixtures, and erect additions, structures or signs in or upon the Premises hereby leased. Upon Government request, the Lessor shall be required to promptly obtain bids for the said work and to provide the bids to the Government. All work shall be performed through the Lessor and will be implemented by Supplemental Agreement. The Government's portion of the expense will be paid on a reimbursable basis. Such fixtures, additions, or structures shall be and remain the property of the Government and may be removed prior to the expiration or termination of this Lease or abandoned in place.

2.04 ADJUSTMENT FOR VACANT PREMISES

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate will be reduced by the agreed rate reduction.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per SF of rent, and operating expenses not required to maintain the Space.

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

2.05 FIRE AND CASUALTY DAMAGE

If the Building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the Building in which the Premises are located is only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed one hundred and eighty (180) days from the event of destruction or damage, to repair or restore the Premises, if the Lessor submits to the Government a reasonable schedule for repair of the Premises within thirty (30) days of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within one hundred and eighty (180) days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises cannot reasonably be utilized for its intended use, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party. This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct.

2.06 DEFAULT BY LESSOR

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to the Government accepting the Space. Failure by the Lessor to diligently perform all obligations required for the Government's acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After the Government accepts the Space. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisified, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists nothwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any reqirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to award fo the Lease that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this Section 2.06 are in addition to any and all remedies to which the Government may be entitled as a matter of law.

2.07 INTEGRATED AGREEMENT

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the request for proposals nor any pre-award communications by either party shall be incorporated in the Lease.

2.08 MUTUALITY OF OBLIGATION

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and perform such other obligations as may be specified herein, are interdependent.

2.09 COMPLIANCE WITH APPLICABLE LAW

Lessor shall comply with all Federal, state, and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses, and similar items at its own expense. The Government will comply with all Federal, state, and local laws applicable to and enforceable against it as a tenant under this Lease; provided, that nothing in this Lease shll be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

2.10 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the RECO, the Lessor shall provide written documentation that Building systems have been property maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this Section 2.10.

2.11 CLAUSES INCORPORATED BY REFERENCE **(note: Some clauses identified herein may not be appropriate for the lease being contemplated. Specific clauses can be confirmed with the RECO and/or District Counsel.)**

This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. All dollar thresholds set forth below refer to total contract value, or the total of all gross rental payments to be made during the initial term of the Lease plus any options. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

1. FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT

2. FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (Applicable if over $30,000 total contract value.)

3. FAR 52.204-13, SYSTEM FOR AWARD MANAGEMENT MAINTENANCE

4. FAR 52.204-19, INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

5. 52.204-25, PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

6. FAR 52.209-6, PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applicable to leases over $35,000 total contract value.)

7. FAR 52.215-10, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (Applicable when cost or pricing data are required for work or services over $750,000.)

8. FAR 52.215-12, SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (Applicable when the clause at FAR 52.215-10 is applicable.)

9. FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (Applicable to leases over $700,000 total contract value.)

10. FAR 52.219-16, LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (Applicable to leases over $700,000 total contract value.)

11. FAR 52.219-28, POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (Applicable to leases exceeding the micro-purchase threshold.)

12. FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES

13. FAR 52.222-26, EQUAL OPPORTUNITY

14. FAR 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (Applicable to leases over $150,000 total contract value.)

15. FAR 52.222-36, EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (Applicable to leases over $15,000 total contract value.)

16. FAR 52.222-37, EMPLOYMENT REPORTS ON VETERANS (Applicable to leases $150,000 or more, total contract value.)

17. FAR 52.223-6, DRUG-FREE WORKPLACE (Applicable to leases over the Simplified Lease Acquisition Threshold as well as to any leases of any value awarded to an individual.)

18. FAR 52.232-23, ASSIGNMENT OF CLAIMS (Applicable to leases over the micro-purchase threshold.)

19. FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT

20. FAR 52.233-1, DISPUTES

21. 552.204-70, REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

22. GSAR 552.215-70, EXAMINATION OF RECORDS BY USACE

23. GSAR 552.270-20, PAYMENT

24. GSAR 552.270-25, SUBSTITUTION OF TENANT AGENCY

25. GSAR 552.270-31, PROMPT PAYMENT

2.12 WAIVER OF RESTORATION – PARAGRPH INTENTIONALLY DELETED

2.13 CHANGE OF OWNERSHIP

A. If during the term of the Lease, including any renewals or extensions, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor, and its successor, shall notify the Government within five (5) days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor ("Transferor"), and the new owner or assignee ("Transferee") shall execute a novation agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a novation agreement will be made a part of the Lease via a Supplemental Agreement.

D. In addition to all documents required by FAR 42.1204, the RECO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the RECO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the RECO under sub-paragraph D of this Section 2.13, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F of this Section 2.13.

2.14 EMERGENCY MAINTENANCE AND REPAIRS

The Government will notify the Lessor of any emergency and request the Lessor to perform all necessary repairs and remediation. All emergency repair and remediation performed by the Lessor will be completed within forty-eight (48) hours from the time notification is sent by the Government. Emergency repairs include, but are not limited to the following:

Failure of heating/cooling system to maintain specific temperature
Failure of water system, including hot water, or colored, odorous, or contaminated water
Inadequate or no water pressure
Leaking water pipes
Blocked or leaking drains
Electrical failure
Sewage system malfunction
Failure of security or fire protection systems, including alarms and sprinklers
Repair/replace exterior windows and doors including plate glass, if applicable

2.15 OWNERSHIP CERTIFICATION

The Lessor certifies that he/she/it is the rightful and legal owner of the property and has the legal right to enter into this Lease. If the title of the Lessor shall fail, or it be discovered that the Lessor did not have authority to lease the Property, the Government may terminate this Lease effective immediately. The Lessor, the Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Government by reason of such failure and to refund all rentals paid.

2.16 DAMAGES

The Government shall be liable only for damages resulting from negligence or misconduct of Government personnel. The Government shall not be liable for any loss, destruction or damages to the Premises beyond the control and without the fault or negligence of the Government. This includes, but is not restricted to, acts of nature, such as fire, lightning, earthquakes, floods, or severe weather and acts of war or terrorism. The parties agree that settlement of damages by the Government, if any, shall be done when the Lease is terminated. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this Section 2.16 are without prejudice to any rights the Lessor may have to make a claim under applicable laws for any other damages than provided herein.

2.17 GRATUITIES TO GOVERNMENT EMPLOYEES

A. The Government may, by written notice to the Lessor, terminate this Lease if it is found, after notice and hearing by the Secretary of the Army, or his/her duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a Lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Lease; provided, that the existence of facts upon which the Secretary of the Army or his/her duly authorized representative makes such finding, shall be in issue and may be reviewed in any competent court.

B. In the event this Lease is so terminated as provided in paragraph A hereof, the Government shall be entitled to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the Lease by the Lessor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages (in an amount as determined by the Secretary of the Army or his/her duly authorized representative) which shall be not less than three (3), nor more than ten (10), times the cost incurred by the Lessor in providing any such gratuities to any such Government officer or employee.

C. The rights and remedies provided to the Government in this Section 2.17 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Lease.

2.18 OFFICIAL(S) NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this Lease is for the general benefit of such corporation or company.

2.19 LESSOR INSURANCE

Lessor shall maintain public liability and property damage insurance with a single combined liability limit of not less than $1,000,000, and property damage limits of not less than $500,000 insuring against all liability of Lessor and its authorized representatives arising out of or in connection with the Premises or the real property in which the Premises is located. Lessor shall maintain on the building and other improvements in which the Premises are located, a policy of standard fire and extended coverage insurance (with vandalism and malicious mischief endorsements) to the extent of full replacement value.

SECTION 3 CONSTRUCTION SPECIFICATIONS / ALTERATIONS

3.01 WORK PERFORMANCE

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

3.02 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the RECO. The Government will not pay for existing fixtures and other improvements accepted in place. However, the Government will reimburse the Lessor the costs to repair or improve such fixtures or improvements if identified on the reuse plan and approved by the RECO.

3.03 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this Lease. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

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

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

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

E. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this Lease. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

3.04 QUALITY AND APPEARANCE OF BUILDING

During the life of the Lease, the Building shall project a professional and aesthetically pleasing appearance, including an attractive front and entrance way. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

3.05 MEANS OF EGRESS

A. Prior to occupancy, the Premises and any parking areas shall meet or will be upgraded to meet, either the applicable egress requirements of the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two (2) remote exits on each floor of Government occupancy.

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

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

3.06. AUTOMATIC FIRE SPRINKLER SYSTEM

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

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety, as defined in sub-part F.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

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

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

3.07 FIRE ALARM SYSTEM

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the third floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over twenty-five (25) years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (which should be current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.08 BUILDING DIRECTORY

If applicable, a tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the RECO.

3.09 ELEVATORS – PARAGRPH INTENTIONALLY DELETED

3.10 DEMOLITION

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place, to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.11 ACCESSIBILITY

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.12 MECHANICAL, ELECTRICAL, PLUMBING GENERAL

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

3.13 INDOOR AIR QUALITY DURING CONSTRUCTION

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The RECO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the Government's occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

D. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.

E. Flush-Out Procedure:

1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major volatile organic compound (VOC) punch list items must be finished.

2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

3. If the RECO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three (3) hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

3.14 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE

A. Environmental Due Diligence

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

B. National Environmental Policy Act

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

3.15 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE

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

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

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

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within **[Insert number of days]** Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within **[Insert number of days]** Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives, including its architects, engineers, general contractor, sub-contractors, and RECO, or RECO designated technical representative in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.02 CONSTRUCTION INSPECTIONS

A. The RECO or the RECO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved construction floor plans and related documents, if applicable.

B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the RECO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.03 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY

A. The Government shall accept the Space only if the construction of the Building shell and the build-out of the Space conforming to this Lease and the Construction and Security Specifications attached to this Lease as Exhibit E, are substantially complete and a Certificate of Occupancy (C of O) has been issued as set forth below. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space.

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

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

4.04 AS-BUILT DRAWINGS

Not later than sixty (60) days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limted to, those for IT, Communications, Security and Fire Protection. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG". Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission of USACE equipment, if requested by the RECO.

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

5.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS

A. The Government's normal hours of operations are established as **8:00** AM to **6:00** PM, Monday through Friday, with the exception of federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power.

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

5.02 UTILITIES SEPARATE FROM RENTAL

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

5.03 MAINTENANCE AND TESTING OF SYSTEMS

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

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

5.04 ONSITE LESSOR MANAGEMENT

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

5.05 RANDOLPH-SHEPPARD COMPLIANCE

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

5.06 INDOOR AIR QUALITY

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the USACE indicator levels, as identified in this Paragraph A, for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm2; mold (see Section 5.08, Mold); CO 9 ppm; CO2 700 ppm above outdoor air; and formaldehyde 0.016 ppm. Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product labor or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, Lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least seventy-two (72) hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

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

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

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the RECO. The Lessor shall take corrective action to correct any tests or measurements that do not meet the USACE indicator levels identified in paragraph A of this Section 5.06.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventiliation systems and zones serving the Space, and the area above suspended celiling and engineering space in the same ventilation zone as the Space.

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

5.07 HAZARDOUS MATERIALS

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

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

5.08 MOLD

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph C below.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions, such as ongoing water leaks or moisture infiltration, that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators). Ventilation zones serving the Space shall also be free of actionable mold.

C. Within seventy-two (72) hours following a flood, plumbing leak or heavy rain whereby the Government Space or ventilation zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage.

D. Whenever mold is visible, mold odors are present, or occupants of the Space register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and ventilation zones serving the Space for visible and/or actionable mold presence. Inspection shall take place no later than fifteen (15) calendar days following notification by the Government to the Lessor of a potential mold issue. The Lessor shall promptly furnish these inspection results to the Government. The Lessor shall safely remediate all actionable mold, as well as visible moldy and/or water damaged materials, identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008) and all applicable state laws pertaining to mold remediation practices. Remediation shall be completed pursuant to a schedule or time frame agreed to in writing by the RECO, which shall be no later than ninety (90) calendar days following confirmation of the presence of actionable mold.

E. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an

act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

5.09 RADON IN AIR (OPTIONAL – CONSIDER FOR BASEMENT SPACE OR IN AREAS WHERE RADON IS AN ISSUE)

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

5.10 UTILITY CONSUMPTION REPORTING (OPTIONAL)

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

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

SECTION 6 DISPUTES

6.01 DISPUTES

A. This Lease is subject to 41 U.S.C. Chapter 71, Contract Disputes.

B. Except as provided in 41 U.S.C. Chapter 71, all disputes arising under or relating to this Lease shall be resolved under this clause.

C. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of lease terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Lessor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C. Chapter 71 until certified. A voucher, invoice, or other routine request for payment that is in dispute when submitted is not a claim under 41 U.S.C. Chapter 71. The submission may be converted to a claim under 41 U.S.C. Chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

D.
(1) A claim by the Lessor shall be made in writing and, unless otherwise stated in this Lease, submitted within six (6) years after accrual of the claim to the RECO for a written decision. A claim by the Government against the Lessor shall be subject to a written decision by the RECO.

(2)

(i) The Lessor shall provide the certification specified in paragraph D(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Lease adjustment for which the Lessor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Lessor."

(3) The certification may be executed by any person authorized to bind the Lessor with respect to the claim.

E. For Lessor claims of $100,000 or less, the RECO must, if requested in writing by the Lessor, render a decision within sixty (60) days of the request. For Lessor-certified claims over $100,000, the RECO must, within sixty (60) days, decide the claim or notify the Lessor of the date by which the decision will be made.

F. The RECO's decision shall be final unless the Lessor appeals or files a suit as provided in 41 U.S.C. Chapter 71.

G. If the claim by the Lessor is submitted to the RECO or a claim by the Government is presented to the Lessor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Lessor refuses an offer for ADR, the Lessor shall inform the RECO, in writing, of the Lessor's specific reasons for rejecting the offer.

H. The Government shall pay interest on the amount found due and unpaid from (1) the date that the RECO receives the claim (certified, if required); or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the RECO initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the RECO receives the claim and then at the rate applicable for each six (6) month period as fixed by the Treasury Secretary during the pendency of the claim.

I. The Lessor shall proceed diligently with the performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease, and comply with any decision of the RECO.

SECTION 7 RESTORATION AND RECONCILIATION

7.01 RESTORATION (USE ONLY IF LESSOR REQUIRES RESTORATION)

A. The Lessor may, upon no less than ten (10) days written notice to the Government before termination or expiration of the Lease, require restoration of the Premises, subject to the exceptions to restoration stated below in paragraph B.

In this event, prior to the expiration or termination of this Lease, or a reasonable time thereafter, the Government shall, at its sole election, either:

1. Restore the Premises to the same condition as that existing at the time of entering into the Lease; or
2. Make appropriate settlement to the Lessor representing either the diminution in the fair market value of the property due to the failure to restore, or the actual cost of restoration, whichever is the lesser amount.

B. The Government **shall not** restore the Premises, either physically or by payment in lieu thereof, for damages as a result of reasonable ordinary wear and tear, the elements or circumstances over which the Government has no control, or alterations, or damages thereto, which the Government installed at its expense or the Lessor installed and was reimbursed by the Government through payment thereof.

7.02 RECONCILIATION CLAUSE (OPTIONAL)

(Option 1) THIS IS THE PREFERRED OPTION

After December 31, **[Insert Year]** and each subsequent calendar year, upon presentation of statistical data by the Lessor or Government showing the projected costs, as shown below, have increased or decreased from the below itemized costs, it is agreed by the Lessor and the Government that if the Government accepts the cost, the parties shall enter into a Supplemental Agreement to this Lease to adjust, up or down, the monthly payments representing the below cost for the remainder of the Lease, as amended. The Government reserves the right to pay or collect the difference in a one-time lump-sum payment in lieu of adjusting the monthly payment amount. The Lessor will not be eligible for a payment adjustment until the Lessor has submitted the documentation for each operating cost listed below. The Lessor must submit all documentation for expenses within ninety (90) days from year-end. Failure to submit the request within ninety (90) days from year-end will constitute a waiver by the Lessor of the Lessor's rights to a payment adjustment for the specific year in which the payment adjustment would otherwise apply.

Common area maintenance charges as used herein are defined as the costs of operation, maintenance, and repair of the common areas and do not include the Lessor's overhead, marketing or promotional fees, or administrative costs for management of the Premises. It is agreed the real estate taxes, insurance, utilities, and common area maintenance for the Premises are to be paid on a pro-rata basis by the Government:

Total building area: square feet as of the date of this Lease
Leased area: square feet or percent of the total area

The rental payment of $**[Insert Amount] (note: also state amount in words)** per calendar month, as stated in Lease provision 1.02 above, is broken down as follows:

	ANNUAL AMOUNT	PER SF AMOUNT	MONTHLY AMOUNT
Base Rent	00,000.00	0,000.00	
Real Estate Taxes	00,000.00	0,000.00	
Property Insurance	00,000.00	0,000.00	
CAM:	00,000.00	0,000.00	
Janitorial Services	00,000.00	0,000.00	
UTILITIES:			

Gas	00,000.00	0,000.00
Electric	00,000.00	0,000.00
Water & Sewer	00,000.00	0,000.00
TOTAL	00,000.00	0,000.00

7.02 RECONCILIATION CLAUSE (OPTIONAL)

(Option 2)

In addition to the rent stated, the Government shall, at the end of any calendar year of the Lease, pay to the Lessor in a lump sum by Supplemental Agreement the Government's proportionate share of any increase in the costs for utilities, services (janitorial and pest control), maintenance (HVAC and common area), hazard and liability insurance and real estate property taxes, over the amount of such costs paid as part of the monthly rental; provided that the increase shall be not less than $150.00. Such request shall be in writing and received by the Government no later than ninety (90) days from the end of the calendar year for which payment is requested.

No payment will be made until the Lessor has furnished to the Government copies of proof of payment (invoices/receipts/canceled checks) or, at the Government's option, a certified statement for each calendar year to support such increased costs (exclusive of any forfeited discount, penalties, and interest assessed, levied, and charged against the Premises), for the purpose of a comparison of the costs for the year for which payment is requested with the costs specified below. In order to support a payment for increased costs, documentation relating to each item specified below must be submitted, not just the item for which an increase is claimed.

The Government reserves the right to request documentation for all preceding calendar years of the Lease. If it is determined that for any calendar year a decrease was experienced, the Government shall have the right to recover any overpayment for that calendar year from the Lessor by lump sum payment or by adjusting the monthly rental payment. Consideration for any period of the Lease that is less than the full twelve (12) month calendar year will be prorated.

In no event shall the costs of the aforementioned items exceed fair market rental value of the Premises. The Government's proportionate share is **[Insert Percent]**, as the space Leased **[Insert Number of Square Feet]** square feet represents to the entire building or complex **[Insert Number of Square Feet]** square feet.

Common area maintenance (CAM) charges as herein referred to are defined as the costs of operation, maintenance, and repair of the common areas and does not include Lessor's overhead, marketing or promotional fees, or administrative costs for management of the Premises. The proportionate share to be paid by the Government for the cost of operation, maintenance, and repair of the common area shall be computed on the ratio that the total area of all applicable enclosed structures of the Premises bears to the number of square feet leased herein.

The payment of $**[Insert Amount]** per month, as stated in Lease provision 1.02 above, includes $**[Insert Amount]** for common area maintenance (CAM) $**[Insert Amount]** hazard and liability insurance, $**[Insert Amount]** utilities, $**[Insert Amount]** real estate property taxes, and $**[Insert Amount]** janitorial. **(note: Also state all amounts above in words)**