## U. S. GOVERNMENT LEASE NO. DACAXX5XXXXXXXXX

Relocation Lease No. DACAXX5XXXXXXXXX **(Note: Delete if not applicable)**

SAM UEID: _____

| | |
|---|---|
| A | _____sf |
| N | _____sf |
| AF | _____sf |
| AFR | _____sf |
| MC | _____sf |
| ANG | _____sf |
| ARNG | _____sf |
| TOTAL | _____sf |

**FOR GOVERNMENT PURPOSES ONLY**:
GREX No. _____
Child Lease No. DACAXX5XXXXXXXXX **(Note: Delete if not applicable)**

A. 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.

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 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: _____ |

B. 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 B, Floor Plan, together with rights to the use of parking **(Note: Delete reference to parking if not applicable)** and other areas as set forth herein, to be used for such purposes as determined by USACE.

C. LEASE TERM

To Have and to Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of Five (5) Years, **(Note: Lease cannot exceed five (5) years in total but can be less than five (5) years)** subject to termination 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 when construction of the build-out of the Space conforming to this Lease and the Construction and Security Specifications attached to this Lease, are substantially complete and a Certificate of Occupancy (C of O) has been issued as provided in Section 4.05. 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 by the Government.

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)

## 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 B, Floor Plan, attached hereto and made a part hereof, to be used for Government purposes. The Government shall have unrestricted access to the Premises 24 hours per day, 7 days per week.

### 1.02 EXPRESS APPURTENANT RIGHTS

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

A. Parking: **[Insert Number]** parking spaces as depicted on Exhibit C, Site/Parking Plan, reserved for the exclusive use of the Government, both during the day and overnight. In addition, the Lessor shall provide such additional parking spaces as may be required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g. chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

### 1.03 RENT AND OTHER CONSIDERATION

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. If the Government leases the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days leased for that month. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses, GSA Form 3517B, attached hereto and made a part hereof as Exhibit A. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as SAM registration is activated. 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 rental and other specified 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, labor; materials; equipment; professional, contractor, subcontractor or attorney services; permits; or other fees, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease. In the event of a reduction in Space leased by the Government, a reduction in Rent will be made based on the corresponding reduction of RSF. Such reduction in Rent shall include any and all associated operating costs or expenses, to include services, utilities, and maintenance.

**(Option 1: The following subparagraph C must be used unless Lessor is unwilling to provide separate meters for utilities.)**

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: **(Note: Check all that apply)**

**(Option 2: The following subparagraph C may be used if separate meters for utilities cannot be negotiated and Lessor will install at its expense.)**

C. The Lessor, at its sole cost, shall provide and install separate meters for utilities. If separate meters are not possible, sub-meters are to be provided and installed by the lessor. The Lessor shall furnish in writing to the Real Estate Contracting Officer (RECO), prior to occupancy by the Government, a record of the meter (or sub-meter) numbers and verification that the meters (or sub-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: **(Note: Check all that apply)**

**(Option 3: The following subparagraph C may be used if Lessor will not provide separate meters or sub-meters for utilities. This is a LAST RESORT option. Districts shall require the Lessor to provide a written bid from the installer (local utility company and/or a licensed 3rd party installer.)**

C. The Lessor 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. Lessor is required to provide a written bid from the installer (local utility company and/or licensed 3rd part installer) for the meters and installation costs. Upon Bid approval and completion of work, Government will reimburse Lessor for the installation, meter and other costs, and the meters will immediately become the responsibility of the Lessor to maintain. 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: **(Note: Check all that apply)**

☐ Heating oil ☒ Electricity ☒ Gas ☒ 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): **(Note: Check all that apply)**

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

☒ Janitorial ☐ Other **[Insert Utility or Service]**

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 non-working 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.

Repair/replace main entrance, including interior office main entrance(s), Recruiter-in-charge office(s), security and janitorial closet(s), storage room(s), and secondary egress bolt/standard key locking systems, to include but not limited to, key replacement, key copies, re-keying the lock and/or tumbler replacement. This includes emergency requirements to ensure facility security.

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 72 degrees Fahrenheit during the heating season and a maximum temperature of 75 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. Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two (2) inches. Lessor shall clear sidewalks, walkways, and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 A.M., without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximum specified in this subparagraph K. In addition to snow removal, the Lessor shall keep the walkways, sidewalks, and parking lots free of ice during normal business hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimizes slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures (e.g. more frequent snow removal or application of ice-melting agents, warning signs, etc.) to protect the safety of 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.

M. Provide janitorial services and supplies as more particularly described in Exhibit D, Janitorial Specifications, attached hereto and made a part hereof. **(Note: Delete if not applicable)**

### 1.04 TERMINATION RIGHTS

The Government may terminate this Lease, in whole or in parts, at any time effective after **[Insert Day, Month, Year]**, by providing not less than ninety (90) days' **(Note: A period of less than ninety (90) days may be negotiated)** 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.

### 1.05 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 |
|---|---|
| General Clauses, GSA Form 3517B (pages 1-23) | A |
| Floor Plan (pages 1) | B |
| Site/Parking Plan(s) (pages 1) | C |
| Janitorial Specifications (pages 1-14) | D |
| Construction and Security Specifications (pages 1-##) | E |
| Project Bid (pages 1-##) | F |
| Certificate of Authorization (pages 1) | G |
| Agency Agreement / Authorization for Property Manager to act on behalf of Owner (pages 1) | H |
| Warranty/Deed (pages 1-2) | I |

## 1.07 NOTICES

A. 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: **Company Name, ATTN: POC/Rep, Street, City, Sate, Zip** 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.

B. 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 "B", Floor Plan, and Exhibit "E", Construction and Security Specifications, attached hereto and made a part hereof. Said alterations for any demolition, permits, and A&E drawings shall commence after Government execution of this Lease and Government has issued a Notice to Proceed (NTP). The start of construction shall commence after A&E drawings have been reviewed and concurred in by the Government and a second NTP has been issued.

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.)**

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.

## 1.09 LESSOR'S UNIQUE ENTITY IDENTIFIER

Lessor's SAM Unique Entity Identifier (UEI): **[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:

A. General Contract Terms.

1. Contract. "Contract" means this Lease.

2. Contractor. "Contractor" means Lessor.

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

4. Delivery Date. "Delivery Date" shall mean the date specified in or determined pursuant to the provisions of this Lease for delivery of the Premises to the Government, improved in accordance with the provisions of this Lease and substantially complete, as such date may be modified in accordance with the provisions of this Lease.

5. Excusable Delays. "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:

a. Acts of God or of the public enemy,
b. Acts of the United States of America in either its sovereign or contractual capacity,
c. Acts of another contractor in the performance of a contract with the Government,
d. Fires,
e. Floods,
f. Epidemics,
g. Quarantine restrictions,
h. Strikes,
i. Freight embargoes,
j. Unusually severe weather, or
k. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without fault or negligence of both the lessor and any such subcontractor or supplier.

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

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

8. 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.

9. 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).

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

11. Substantially Complete or Substantial Completion. "Substantially Complete" or "Substantial Completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the Premises and occupancy, possession, use and enjoyment thereof, as provided in this Lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. The Space shall be considered substantially complete only if the Space may be used for its intended purpose and all physical security features have been installed correctly.

B. Real Property Terms.

1. 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.

2. Building. "Building(s)" means building(s) situated on the Property in which the Premises are located.

3. Firm Term. "Firm Term" means the part of the Lease term that is not subject to termination rights.

4. Non-Firm Term. The "Non-Firm Term" is that part of the Lease term following the end of the Firm Term, which is subject to termination rights.

5. Premises. " Premises" means the total occupant area or other type of Space, together with all associated common areas described in the Lease. Appurtenant areas (e.g. parking areas) to which the Government has rights under this Lease are not included in the Premises.

6. Property. " Property" means 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.

7. Space. " Space" means that part of the Premises to which the Government has exclusive use, such as occupant area, or other type of Space. Appurtenant areas (e.g. parking areas) to which the Government has rights under this Lease are not included in the Space.

8. 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 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.

### 2.05 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 satisfied, 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 not withstanding 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 requirement 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 of 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 2.05 are in addition to any and all remedies to which the Government may be entitled as a matter of law.

### 2.06 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, but not limited to, 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 2.06.

### 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 shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

## 2.10 CHANGE OF OWNERSHIP / NOVATION

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 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 commence on the effective date of the Supplemental Agreement incorporating the Novation Agreement. The Supplemental Agreement will not be issued until the Government has received all information reasonably required by the RECO, 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 2.11. The original Lessor must maintain an active registration in SAM until the novation process is complete.

## 2.11 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.

## 2.12 EMERGENCY MAINTENANCE AND REPAIRS

A. 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
Roof repairs, temporary or permanent
Repair or replace locking mechanisms on exterior doors
Security systems (access control, CCTV, or any other security systems)

## 2.13 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 2.13 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Lease.

### 2.14 COVENANT AGAINST CONTINGENT FEES

The Lessor warrants that no person or agency has been employed or retained to solicit or secure this Lease upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Lease without liability, or, in its discretion, to require the Lessor to pay, in addition to the lease rent or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

### 2.15 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.

### 2.16 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 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.

### 2.18 WAIVER OF RESTORATION

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

## 2.19 RELOCATION

Upon at least one hundred and eighty (180) days' prior notice to the Government, Lessor may request that the Government consent to move from the premises to another space of comparable size and visibility in the Lessor's building, which consent shall not be unreasonably withheld, conditioned or delayed in order to permit Lessor to consolidate or expand the premises with adjoining space, or to expand or renovate the Lessor's building or the portion thereof in which the premises are located. When the Government relocates to the new space, this lease shall remain in full force and effect and thereupon be deemed applicable to such new space except that: This lease shall be revised by Supplemental Agreement to reflect the new premises and any proportionate changes in the rent as of the date of relocation, resulting from a difference in the gross square footage of the premises and such substituted premises; and in the event of the Government's relocation to the new space pursuant to this Section, Lessor shall provide improvements in the new location with the most current Government construction specifications, at the Lessor's expense. Lessor shall also pay the reasonable, out-of-pocket expense of moving the Government's trade fixtures, furniture and equipment to the new premises. All floor plans shall be approved by the Government prior to the initiation of construction.

## 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. Unless waived by the RECO, the Lessor shall submit a reuse plan for leases 10,000 RSF or greater. 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 WOOD PRODUCTS

A. Particle board, strawboard, and plywood materials used shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde.

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

### 3.04 ADHESIVES AND SEALANTS

A. All adhesives employed (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesive for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no heavy metals, and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees Fahrenheit.

### 3.05 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 many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and 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.

### 3.06 QUALITY AND APPEARANCE OF BUILDING

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

B. 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.

### 3.07 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.

### 3.08 DEMOLITION

A. 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.

### 3.09 ACCESSIBILITY

A. 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.

### 3.10 INSULATION: THERMAL, ACOUSTIC AND HVAC

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

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

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

D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.

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

F. All information contained above shall also apply to soundproofing materials referenced in the Construction and Security Specifications provided as Exhibit E to this Lease.

### 3.11 FLOORS AND FLOOR LOAD

A. All adjoining floor areas shall be of a common level not varying more than ¼ inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the RECO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 60 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot, including movable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

### 3.12 FLOOR COVERING AND PERIMETERS – SHELL

A. See Exhibit E, Construction and Security Specifications, for full details.

B. Any alternate flooring must be pre-approved by the RECO.

C. The Lessor shall use products with Environmental Product Declarations (EPDs) to the maximum extent practicable.

### 3.13 MECHANICAL, ELECTRICAL, PLUMBING GENERAL

A. 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.

### 3.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building (Building demarcation point) to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access and connection from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

E. For all supplied communication / telecommunication requirements and electronic security applications, the Lessor (or their contractors/sub-contractors) are PROHIBITED (2019 N.D.A.A. law and subsequent modifications) from providing to the Government any such equipment or services as a substantial or essential component, or critical technology as part of any system. These security / telecommunications products are PROHIBITED to be from any of the following source entities, any subsidiary or affiliate of such source entities: 1) The People's Republic of China; 2) Huawei Technologies Company; 3) ZTE Corporation; 4) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company; 5) or Dahua Technology Company. Lessor (or contractors/sub-contractors) must certify the equipment is not from any of these sources and provide written confirmation to the RECO or their designee prior to installation. Upon acceptance of the Premises, the Lessor or contractor/sub-contractor must re-certify in writing all equipment that has been installed and that all components comply with the 2019 N.D.A.A. requirements.

### 3.15 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.

### 3.16 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.

### 3.17 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.

### 3.18 ELEVATORS

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given twenty-four (24) hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

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

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

### 3.19 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 ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.

E. Flush-Out Procedure:

1. Lessor shall sufficiently flush-out or ventilate the area(s) following construction and prior to occupancy in order to remove any detectable odors or visible dust related to the work.

### 3.20 FIRE ALARM SYSTEM (Variance authorized per local building code)

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.

### 3.21 AUTOMATIC FIRE SPRINKLER SYSTEM (Variance authorized per local building code)

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.

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.

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

### 4.01 CONSTRUCTION SCHEDULE AND CONSTRUCTION MEETING

This Section 4 is applicable to the initial buildout of the Space, as well as any reductions, additions, upgrades or other construction during the Term of the Lease.

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 with construction. 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 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE

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

### 4.04 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of the Building shell and the build-out of the Space conforming to this Lease and the Construction and Security Specifications attached to this Lease, are substantially complete and a Certificate of Occupancy (C of O) has been issued as set forth below.

B. Acceptance shall be final and binding upon the Government with respect to conformance of the completed build-out of the Space conforming to this Lease and the Construction and Security Specifications attached to this Lease, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

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

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

### 4.05 AS-BUILT DRAWINGS

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

### 4.06 SEISMIC RETROFIT

The following requirements apply to Leases requiring seismic retrofit:

A. The Lessor shall provide a final construction schedule, all final design and construction documents for the seismic retrofit, including structural calculations, drawings, and specifications to the Government for review and approval prior to the start of construction. When required by local building code, a geotechnical report shall be made available to the Government.

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

C. For Leases requiring seismic retrofit, the Space will not be considered substantially complete until a Seismic Form E – Certificate of Seismic Compliance – Retrofitted Building, certifying that the Building meets the Basic Safety Objective of ASCE/SEI 41, executed by a registered civil or structural engineer, has been delivered to the RECO.

### 4.07 PROGRESS REPORTS

After start of construction, the Lessor shall submit to the RECO written progress reports at intervals of **[Insert Number of Days]** Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two (2) weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. These meetings may be held in person or virtually, at the discretion of the Government. The Lessor shall be responsible for taking and distributing minutes of these meetings.

## 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 **[Insert Time]** AM to **[Insert Time]** PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. **Cleaning shall be performed during normal hours. (Note: Delete this sentence if the Lease does not include janitorial services.)**

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 (Note: Use if utilities are included with rent. If not, delete and use clause "Utilities Separate From Rental" below.)

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

### 5.03 HEATING AND AIR CONDITIONING

A. HVAC equipment shall be capable of maintaining a minimum temperature of 72 degrees Fahrenheit during the heating season and a maximum of 75 degrees Fahrenheit during the cooling season. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specific in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.

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

C. Normal HVAC system's maintenance shall not disrupt tenant operations.

### 5.04 MAINTENANCE AND TESTING OF SYSTEMS

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

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

### 5.05 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.

### 5.06 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.

### 5.07 INDOOR AIR QUALITY

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory

limits, and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product 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 GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.

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

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

### 5.08 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.

### 5.09 MOLD AND WATER INTRUSION

A. Actionable Condition. An actionable condition is defined as either:

1. Visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower, or

2. Water-Damaged Building materials which could potentially create conditions for mold or microbial amplification.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable conditions, as defined by Subparagraph A above.
C. Within forty-eight (48) hours following a water intrusion event, such as a flood, plumbing leak, heavy rain, etc., whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage per the EPA: Mold in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008) and the current version of ANSI/IICRC: S500 Standard for Professional Water Damage Restoration using a qualified professional. Specific remediation methods shall be based on the water class and category defined by ANSI/IICRC. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified industrial hygienist to inspect and evaluate the Space and air zones serving the Space for actionable conditions; inspection shall take place as soon as possible, but no later than fifteen (15) calendar days following identification of a potential mold issue as described above. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may,

upon written request and the Government's written approval, employ an environmental consultant experienced in water intrusion and mold assessments. The Lessor shall promptly furnish water intrusion and the mold assessment report to the Government. The Lessor shall safely remediate all actionable conditions identified by the consultant using a qualified remediation contractor following the methods identified in EPA's Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008 or the current version of ANSI/IICRC S520-2015: Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices. The Lessor shall provide the Government with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. Remediation shall be completed within a timeframe acceptable to the RECO which shall be no later than ninety (90) calendar days following confirmation of the presence of an actionable condition. The Lessor shall employ a qualified industrial hygienist, independent of the remediation contractor to verify that remediation has been completed per the industry standards listed above and that the Space is safe for re-occupancy.

D. The presence of an actionable condition in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

### 5.10 ASBESTOS ABATEMENT

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government, documentation that the abatement was done in accordance with OSHA, EPA, DOT, state, and local regulations and that final clearance is achieved.

### 5.11 PROVISIONAL ACCEPTANCE

A. At a time of exceptional circumstance, e.g. pandemic, the Government may accept the Space on a provisional basis until such time that a re-inspection on-site can occur. In this instance and upon request of the RECO, the Lessor shall provide such documentation (e.g. picture(s), video(s), and/or a representative on-site for a live-stream or "virtual" walk-through) to confirm substantial completion. In such an instance, the Government may withhold a percentage of payment for build-out costs as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the timeframe established or until the Government can determine the space has been delivered in accordance with the Lease requirements, including the Construction and Security Specifications provided as Exhibit E.

B. At such time as a physical, on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lessor's correction.

C. Upon re-inspection and Government acceptance of any deficiencies and/or punch-list item(s) documented per above, or in the instance of no such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via a Supplemental Agreement.

### 5.12 RADON IN AIR

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.

## 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.