



THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

RE: LEASE NO. 529-9118-E5C
SILSBEE

STATE LEASE

1. PARTIES

This Agreement is made and entered into this 20TH day of JUNE, 1995, by and between
(a) LESSOR, JOHN Q. VANDERBURG, INVESTMENTS
of HARDIN County, Texas, and
(b) LESSEE, STATE OF TEXAS

2. PROPERTY LEASED

Lessor promises, in return for the consideration described herein to be paid by the Lessee and the covenants set out herein to be kept by Lessee, to hereby lease, unto the Lessee, the following described property and premises, to wit:

6,780 square feet of net usable space, located in the
N/A Hwy 327 East and corner of Tennison Lane Building, at
HWY. 324 E. ADJOINING WAL-MART PROPERTY [street address], in
SILSBEE 77656 [city]
HARDIN County, Texas.

Lessor also promises to furnish any and all requirements related to such property and premises as set out in the Invitation for Bid, the Bidder's response thereto, and the Notice of Award, each of which are incorporated herein by reference and made a part hereof for all purposes.

3. MONTHLY RENTAL

The State of Texas agrees to pay Lessor not more than FIVE THOUSAND SIX HUNDRED NINETY AND NO/100 Dollars (\$ 5,690.00) per month during the term of this lease. (All additions or deletions of net usable space to this lease shall be based upon a charge of 83.92 cents per square foot per month.) Lessor agrees to submit monthly statements for rent to the occupying state agency. The monthly rentals provided for herein shall be due and payable by Lessee in advance on the first day of the month for which said rentals are due.

4. TERM OF THE LEASE

The term of this lease shall be for 120 months commencing on the 1ST day of DECEMBER, 1995 and ending on the 30TH day of NOVEMBER, 2005, unless sooner terminated as hereinafter provided.

(a) The Lessee, at its option, may renew this lease in accord with the terms and conditions of the Invitation for Bid and the specifications contained therein, by advising the Lessor in writing of its intent to do so no later than 30 days prior to the termination date described above in this paragraph. If the Invitation for Bid contained no reference to an option to renew for a specified term, this lease may be renewed once according to the same provisions that were in the original contract for a term not to exceed one year, on agreement of the parties.

(b) This lease contract is made and entered into in accordance with the provisions of Article 6 of Article 601b, Texas Civil Statutes, (T.C.S.), and is made contingent upon the continuation of federally funded programs, or upon the availability of state funds appropriated by the Legislature, to cover the full term and cost of this lease. In the event a curtailment of federally funded programs occurs, or in the event state appropriated funds are unavailable, the General Services Commission, hereinafter referred to as Commission, may assign another State agency to the space, or a part thereof, covered by this lease. Should the Commission be unable to find another State agency or agencies to fill, or partially fill the space, the Commission, upon written notice to the Lessor, either may terminate this lease, or adjust it in accordance with the provisions of this lease.

(c) If the Lessor shall be unable to give possession of the demised premises on the date of commencement of the term hereof by reason of the fact that the premises are located in a building being constructed and which has not been sufficiently completed to make such premises ready for occupancy, or if repairs, alterations, improvements or decorations of the demised premises are not ready for occupancy by the Lessee on the date of commencement of the term hereof, the Lessee may terminate the lease and attempt to secure other lease space in accord with Article 601b, supra. The Lessee may not terminate the lease if the delayed occupancy is the responsibility of the State, or is caused by conditions beyond the Lessor's control such as strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, inclement weather, or any cause beyond the Lessor's control, which constitute a justifiable delay. Should termination occur under this paragraph, the Lessor will be liable in damages for any additional rent the Lessee is required to pay for facilities substantially equal to those bid by the defaulting Lessor. If the Lessee so elects, the Lessee may continue to treat this lease as in force and effect for a period of no more than 120 days after the stated date of commencement. During this time, or for as long as possession does not commence, the rent reserved and covenanted to be paid shall not be paid and Lessor shall be liable for all costs necessary to house the State agency in question during this term. Payment hereunder shall not begin until the possession of the premises is given or the premises are available for full occupancy by the Lessee.

X DIST 11-10-05

5. GENERAL TERMS AND CONDITIONS

(a) Lessor further agrees that should the Lessee request additional space during the term of this lease, Lessor may furnish such space as is requested by the Lessee, if available, adjacent to space covered by this lease at a rental not more than the monthly cost per square foot shown in paragraph 3 above, and to be concurrent with the balance of the period covered by this lease. If it is determined by the Commission that market conditions have changed since the start of this lease, or the start of any option period currently in effect, the monthly cost per square foot applicable to the space to be added may be adjusted to reflect present market conditions as agreed to by the Lessor and Lessee. The Lessor shall also furnish any and all services provided in this lease. The lease of additional space shall not be valid, however, unless evidenced in writing and signed by both parties.

(b) Lessor covenants and agrees to pay all taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the leased property and improvements during the term of the lease; and to keep the leased premises, property and buildings in good repair and condition during the continuance of the term of this lease, said maintenance to include, but is not limited to, the following services:

Repair and patch wall, ceiling and floor surfaces; painting as needed; replacement of broken window glass; repair of window shades, blinds and/or drapes, fasteners and sash cord or chains; roof and ceiling leaks; building exterior, interior; plumbing, heating, air conditioning and ventilating equipment; fire protection equipment; miscellaneous valves; woodwork, locks, floor surface and coverings; lighting fixtures, and the replacement of all defective or burned-out light bulbs, fluorescent tubes, ballasts and starters.

(c) It is further understood and agreed that if the Lessor does not maintain the premises and all appurtenances thereto, as heretofore specified, in reasonably good repair, reasonable wear and tear excepted, the Lessee shall notify the Lessor in writing in reference thereto by registered mail. If, within thirty (30) days after such notice has been mailed to the Lessor, said Lessor fails to take steps to remedy the grievances specified, the Lessee may take such actions in accordance with paragraph 5(n) below.

(d) Lessor hereby covenants and agrees that hereafter and during the term of this lease, it will not rent, lease or otherwise furnish space in this or any adjacent buildings under its control to any enterprise which, in the usual exercise of its business, could be expected to create noise or odors injurious or disruptive to Lessee's normal governmental activity.

(e) Lessor further covenants that it has good and sufficient title to the said premises, and has full power and authority to execute this lease and to place Lessee in possession of the premises in full satisfaction of and compliance with the terms and conditions herein. Lessor also agrees that it will not attempt to impose upon Lessee any requirements of other legal instruments related to these premises not referred to herein or made a part hereof. Lessor warrants and defends unto Lessee against the claims of all persons to the leasehold interests of the Lessee. Any person or entity executing this lease as agent for the Lessor shall attach to this lease sufficient evidence or authority to act in the capacity shown.

(f) Lessor warrants that the operation of the Lessee on the demised premises is not in violation of any city ordinance or statute or any restriction imposed against the demised premises and that said Lessor will indemnify said Lessee for any direct or indirect loss sustained by Lessee as a result of the existence of such restriction, ordinance or statute.

(g) Lessor hereby covenants and agrees that the Lessee may bring on to the leased premises any and all equipment and improvements reasonably necessary for the efficient exercise of Lessee's governmental responsibilities. Any and all improvements which may have been made by the Lessee as shall be agreed to and adopted by the parties hereto shall become the property of the Lessee.

(h) Any signs necessary to indicate Lessee's name, location and governmental purpose shall be prepared and installed in accord with Lessor's applicable rules and regulations and in keeping with building decor. Any special requirements of Lessee contrary to the above must be stated in the advertised specifications and made a part of this lease.

(i) On termination of this lease, by lapse of time or otherwise, Lessee may, within a reasonable time thereafter, at its option and expense, remove from said premises any and all improvements, equipment, appliances or other property placed or owned by it thereon; and shall deliver up said premises and property to Lessor in as good order and condition as they now are, or may be put by the Lessor; provided, however, that reasonable use, ordinary wear and tear, depreciation, damages, or destruction by fire or the elements or unavoidable casualty and repairs, and replacements, for which the Lessor is obligated, are excepted.

(j) If during the term of this lease, said premises, or any portion thereof, shall be condemned for any public purpose, either party hereto shall have the option of terminating and cancelling this lease upon thirty (30) days notice to the other party of its election so to do.

(k) It is mutually agreed between the Lessor and the Lessee that if said building and premises shall, during the term of this lease or previous thereto, be slightly damaged by fire or any other cause or causes, the same shall be promptly repaired by the Lessor. During the time of such repair, if the space cannot be fully utilized by Lessee, lease payments due hereunder shall be either reduced or withheld in accord with the degree of non-use. But, if said building and premises be so damaged as to render said premises unfit for occupancy, then, and from the date of such damage, this lease shall cease and be void; and rent and other obligations hereunder shall be due and payable only to the date of such damage. If the Lessor has available under his control space which will meet Lessee's needs and offers same to Lessee, the Lessee may at its option, occupy that space under the same terms and conditions of this lease.

(l) Lessee reserves the right to assign any agency of State government to occupy all or any part of the space described herein, but covenants and agrees that it will not assign or sublet all or any part of the leased premises to any private parties (persons or corporations).

(m) In the event Lessee shall be in default in the payment of rentals or other charges hereunder or shall otherwise breach its covenants or obligations hereunder, and shall be and remain in default for a period of thirty (30) days after written notice from Lessor to it of such default, Lessor shall have the right and privilege of terminating this lease and declaring the same at an end, and of entering upon and taking possession of said premises, and shall have the remedies now or hereafter provided by law for recovery of rent, repossession of the premises and damages occasioned by such default.

(n) In the event Lessor shall breach or be in default in the performance of any of the covenants or obligations imposed upon Lessor by this lease, and shall remain in default for a period of thirty (30) days after written notice from Lessee to it of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default. In lieu of a formal declaration of default and resulting termination as provided above, and in special cases urged by the occupying state agency, the Lessee may withhold payment of rent from Lessor, until such time as the

violations have been corrected. If violations of this lease create an emergency situation and threaten the occupying agency's ability to use the premises, the Lessee may correct all or any part of the violations and deduct the cost from rentals due the Lessor. Such extraordinary remedies will only be undertaken in the best interest of the state when a move following termination would be highly disruptive to the occupying agency and detrimental to its statutory functions.

(o) The failure of the Lessee or Lessor to insist in any one or more instances on a strict performance of any of the covenants of this lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.

(p) This agreement and each and all of its covenants, obligations and conditions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successor in office of Lessee.

(q) This lease shall be effective as of the date the Commission accepts the bid of Lessor and awards this lease contract to Lessor. All proposals, negotiations, notices, and representations with reference to matters covered by this lease are merged in this instrument and no amendment or modification thereof shall be valid unless evidenced in writing and signed by both parties as identified below.

(r) Lessee covenants and agrees to abide by any and all reasonable rules promulgated by Lessor for the proper operation of the subject demised property and surrounds; provided only that all rules promulgated subsequent to commencement of this lease be submitted to Lessee for consideration and comment at least thirty (30) days prior to implementation.

6. SPECIAL TERMS AND CONDITIONS [shall be listed here, and shall include but not be limited to: mutual cancellation clauses, provision relating to performance bonds on new construction, special requirements peculiar to the occupying agency, and special requirements or conditions bid by the Lessor and accepted by the Commission prior to its award].

(a) Agency square footage and cost totals are as follows:

AGENCY	SQ.FT. OCCUPIED	COST PER SQ.FT.	MONTHLY COST
DEPT OF HUMAN SERVICES	5,424	83.92¢	\$4,552.00
DEPT OF PROTECTIVE & REGULATORY SERV	1,356	83.92¢	\$1,138.00
TOTALS.....	6,780.....		\$5,690.00

LESSOR:

JOHN Q. VANDERBURG, INVESTMENTS

By: _____
Signature

(Please type or print name under signature)

Title [See 5(e) above]

Area Code Telephone Number

Date: _____

LESSEE:

THE STATE OF TEXAS

Acting by and through the

GENERAL SERVICES COMMISSION

By: _____
Signature

NORMAN DONELSON

State Lease Officer

Title

(512) Area Code

463-3331 Telephone Number

6/1/95

**HEALTH AND HUMAN SERVICES
STANDARDIZED LEASE SPECIFICATIONS**

The TEXAS DEPARTMENT OF HUMAN SERVICES and the TEXAS DEPARTMENT OF PROTECTIVE AND REGULATORY SERVICES (the occupying agency/ies) acting through the General Services Commission (GSC) desires to rent space to be used to deliver Client Self-Support, Aged & Disabled, Child and Adult Protective services. Space desired shall meet the following minimum specifications.

- I. Space shall be located within the city limits of Silsbee, Hardin County, Texas.
- II. Space shall be located within the city limits.
- III. Term of Lease: 120 Months. From December 1, 1995 through November 30, 2005.

Space must be ready for final inspection, acceptance and occupancy 15 days prior to start of the lease. This period of time shall be at no charge to the occupying agency/ies. The occupying agency/ies may do whatever is necessary during said period to ensure it is able to commence normal business operations on the first day of the stated lease period.

- IV. The space shall contain a minimum of 6,780 square feet net usable space. Space shall be partitioned by Lessor to conform generally with the following: Approximate sq. ft. each room. Space for each individual agency identified in the following schedule shall be contiguous for that agency's space.

OFFICE

Department of Human Services

17 offices	@	120 sq. ft. ea.
1 office	@	140 sq. ft.
2 offices	@	110 sq. ft. ea.
1 pre-screen room	@	70 sq. ft.
1 client training room (EBT)	@	140 sq. ft.
1 client training room (GED)	@	350 sq. ft.

Department of Protective and Regulatory Services

4 offices	@	120 sq. ft. ea.
1 visitation room	@	140 sq. ft.
1 video room	@	120 sq. ft.

Shared Areas

1 break room	@	145 sq. ft.
1 clerical area	@	590 sq. ft.
1 janitor room	@	40 sq. ft.
1 client training room	@	225 sq. ft.
1 copy/printer room	@	100 sq. ft.
1 file room	@	260 sq. ft.
1 supply room	@	70 sq. ft.
3 supply rooms	@	55 sq. ft. ea.
1 telephone/data closet	@	120 sq. ft.
1 waiting area	@	750 sq. ft.
Allowance for internal hallways	@	615 sq. ft.

All internal hallways shall be a minimum of 4 feet wide and shall be clear and free of any obstructions. No office shall be less than 10 feet in width, center wall to center wall.

V. Lessor shall furnish the most cost efficient, as determined by the Lessee, central vented heat and refrigerated air conditioning within the premises, at his own expense. Temperature throughout the premises shall be maintained to a degree necessary for proper comfort of the occupants, as determined by Lessee.

VI. **ALL UTILITY BILLS (WATER, WASTEWATER, GAS AND ELECTRICITY) WILL BE PAID BY THE OCCUPYING AGENCY/IES.** Lessor shall furnish at his expense all utility connections and meters (including telephone conduit and data lines) necessary for the proper operation of the duties performed by the occupying agency/ies. These utilities include continuous hot and cold water, electricity or gas, and telephone lines and data circuits, as required for heating, cooling and other functions.

A. Lessor, at his expense, shall furnish one electric refrigerated drinking fountain in the vicinity of each set of restrooms. Drinking fountains shall have adjustable temperature and water flow controls. Drinking fountains shall meet handicapped accessibility requirements as prescribed in TAS and ADAAG (See item VIII. A. 3.).

B. Cost of furnishing electric fixtures and wiring; furnishing and installing electric lamps at inception of lease; and replacing those lamps throughout the term of the lease shall be at Lessor's expense. Lessor shall provide light of 75 footcandles over task locations. Lighting levels shall be read at 30 inches above the floor at any point in the room or area designated as a task location. Lighting levels shall not drop below 50 footcandles at any point in any room or area. The indicated lighting levels shall be maintained by Lessor during all regular business hours of the Department(s). Light fixtures shall be a type that minimizes glare on computer monitors.

VII. **JANITOR SERVICE FURNISHED BY OCCUPYING AGENCY/IES AT OCCUPYING AGENCY'S/IES' EXPENSE;** however, Lessor will provide and pay for the exterior of windows washed twice yearly.

VIII. Texas Civil Statutes (T.C.S.) and United States Code

A. In signing bid, bidder certifies that at the time the leased premises become occupied by Lessee and throughout the term of the lease and any additional tenancy, owner will comply with all applicable provisions of the following:

1. Article 6, Article 601b, T.C.S. which governs the leasing of space for State Agencies.
2. Chapter 501, Texas Labor Code and related rules promulgated by the Office of the Attorney General.
3. The Texas Accessibility Standards ("TAS") regarding architectural barriers to persons with disabilities promulgated under Article 9102, T.C.S.; as prepared and administered by the Texas Department of Licensing And Regulation; the ADA Accessibility Guidelines ("ADAAG") promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 United States Code 12101 et seq.; and these specifications. In instances of differences between TAS, ADAAG, and these specifications, the most stringent requirement (i.e., providing the highest degree of accessibility) shall apply.

Neither the Commission or the occupying agency have authority to waive any requirements of Article 9102, T.C.S., and any claim to such waiver is expressly denied.

Neither the Commission, the occupying agency/ies, nor the Texas Department of Licensing and Regulation have authority to waive any requirements of the federal Americans with Disabilities Act, and any claim to such waiver is expressly denied.

- B. Article 9102, T.C.S., requires that all plans and specifications for construction or for the substantial renovation, modification, or alteration of a building or facility leased by the state that has an estimated construction cost of \$50,000.00 or more be submitted to the Texas Department of Licensing and Regulation (T.D.L.R.) for review and approval prior to the time that construction or that substantial renovation, modification, or alteration of the building or facility begins. T.D.L.R. is also required to inspect the leased space during the first year of the lease, regardless of the estimated construction cost.
1. If owner has contracted with an architect, interior designer, or engineer, the plans and specifications shall be submitted to T.D.L.R. by said architect, interior designer, or engineer who has overall responsibility for the design of the constructed or reconstructed building.
 2. Owner shall submit the plans and specifications to T.D.L.R. if there is no architect, interior designer, or engineer with that responsibility.
 3. Owner will be solely responsible for payment of all fees required by T.D.L.R. for performing its functions under Article 9102.

Plans and specifications must be submitted to, and a fee schedule can be obtained from, the following address:

Architectural Barriers Program
Texas Department of Licensing and Regulation
P. O. Box 12157
Austin, Texas 78711

Telephone: (512) 463-3211

- C. The following specific requirements do not relieve the bidder from the obligations in Paragraph VIII. A. 3.
1. If the space is "to be built", the space and exterior conditions shall comply with all accessibility standards for accessible sites and accessible buildings applicable to new construction as prescribed in TAS and ADAAG.
 2. If the space is in an existing building, the site and building entrances shall comply with requirements applicable to new construction. The space shall be considered a primary function area and shall comply with requirements for accessible buildings applicable to alterations in TAS and ADAAG.
 3. If the space is in a qualified historical building or facility, the site shall comply with requirements for accessible sites applicable to new construction and the space shall comply with requirements for accessible buildings subject to historical preservation in TAS and ADAAG.
 4. In instances where an element of accessibility does not meet the technical requirements of regulations under Article 9102, T.C.S., alterations to achieve compliance will be required unless written justification supporting impracticality is submitted to and approved in writing by the Texas Department of Licensing and Regulation prior to bidding. If the Texas Department of Licensing and Regulation determines that full compliance with a technical requirement is impractical, there shall be substantial compliance with the requirement to the maximum extent practical and as established by the Texas Department of Licensing and Regulation.

IX. Special Requirements:

- A. The occupying agency/ies anticipates that during its normal hours of operation there will be approximately 26 to 34 employees and 398 to 412 visitors utilizing the space. Lessor, at Lessor's expense, shall utilize an architect or professional space planner to develop, based upon the advertised lease specifications and the expressed needs of the occupying agency/ies, a space layout which will accommodate the occupying agency's/ies personnel, equipment and work flow. Development and finalization of the space layout shall be accomplished in a prompt and efficient manner. The space layout shall be acceptable to the occupying agency/ies, and an acceptable layout shall be a condition of the lease. Five final dimensioned and scaled floor plans of the space and parking area(s) to be occupied by the State shall be submitted to the occupying agency/ies prior to occupancy of the space and any lease payment. (Note: Only the successful bidder (Lessor) is required to submit floor plans and parking area plans; floor plans and parking area plans are not required at the time of bid opening.)
- B. If building is to be built or substantially renovated prior to occupancy by the agency, two complete sets of architectural, mechanical and electrical drawings shall be furnished prior to start of construction to Roland Chandley, Regional Business Director, at P. O. Box 4906, Beaumont, Texas 77704-4906.
- C. Within thirty (30) days after award of the lease, Lessor shall provide the occupying agency/ies a schedule (Gant or Pert Chart) showing all critical dates in construction (or substantial renovation) for the space.
- D. If the current Lessor is the successful bidder, and major renovations are necessary to comply with advertised specifications, suitable space must be provided during remodeling which allows for normal operations of the currently occupying agency/ies without interference of construction. Cost for space over the current rent, moving expense, telephone and computer relocation will be the responsibility of the Lessor. Upon agreement with Lessee, Lessor may perform the work as much as possible after 6:00 p.m., and on weekends, to minimize inconvenience to the office staff, thereby avoiding relocation.
- E. This lease shall contain a CPI Escalation Clause as provided in this Invitation for Bid.
- F. The interior and exterior of the leased space offered must be suitable for use as office space and shall be typical of office space in the area in which the space is advertised. Space in retail or strip center type projects shall also be acceptable provided that such space is modified to function as office space. Lessee will not accept converted warehouse, research and development (R & D), light manufacturing or service center type space.
- G. Lessee shall have the right to approve the design and quality of workmanship of the leased space (interior and exterior).
- H. Lessee reserves the right of inspection and may reject buildings based on adverse observations of physical condition of the building, including but not limited to general cleanliness, appearance of carpet or tile, groundskeeping, finished interiors or exteriors, odors, insects or other problems relating to improper extermination and any other condition that would create unsanitary, unattractive or unsafe conditions in and around the leased space.
- I. If occupying agency's/ies' office is in a building with more than one tenant, Lessor shall provide a directory on the ground floor indicating the location of the occupying agency's/ies' space.

- J. 1. Lessor shall provide off-street parking for 76 vehicles. Four of these parking spaces must meet handicapped accessibility requirements and size requirements as prescribed in TAS and ADAAG. The size of non-handicapped parking spaces shall be in accordance with city code requirements. If no city code exists, these parking spaces must be for full size cars. Parking must be under the direct control of the Lessor. All parking spaces, with the exception of those for the handicapped, shall be located in no more than two areas. Parking spaces for the handicapped shall be located as prescribed in TAS and ADAAG. The parking area shall be covered with a hard surface material such as concrete, asphalt paving or a comparable material with sufficient durability to withstand high volume traffic and all weather conditions. If needed, the parking area(s) shall be resurfaced and/or repaired to a like-new condition. The parking area must have drainage adequate to prevent accumulation of water. The Lessor shall provide and maintain all parking lot striping. The Lessor shall maintain the parking area in good condition and state of repair and parking area shall be kept clean at all times.
2. One in every eight accessible parking spaces, but never less than one, shall be designed and designated as "van accessible" as required by ADAAG. All such spaces may be grouped on one level of a parking structure.
3. Lessor shall furnish exterior lighting for the building and parking area(s) necessary for security. The light fixtures shall be equipped with a light level sensitive device that will operate the units automatically. Lessor shall provide a minimum of five (5) footcandles of illumination, measured on ground surfaces of the hard surface material of the parking area(s) and adjacent walkways.
4. If the parking area is connected to another parking area used by other tenants, parking spaces in the adjacent lot must be designated as "DHS ONLY".
- K. Estimated moving cost of the agency is \$6,000.00. This cost will be considered in the bid evaluation.
- L. Within thirty (30) days after award of the contract, the successful bidder shall provide to the occupying agency/ies written evidence that funds sufficient to complete the project in accordance with the bid specifications are available or have been committed by a lending institution. Such written evidence must be acceptable to the General Services Commission in form and substance. Failure to provide such evidence of financing shall constitute a breach of the lease contract and shall entitle the Lessee to exercise, at its option, any and all remedies it may have under the terms thereof. It is expressly provided, however, that in the event of such failure, Lessee's remedies shall include but not be limited to the right to immediately terminate the lease contract by providing Lessor written notice of such termination.
- M. At the time the bids are opened, or within 60 days of the bid opening date, Lessor shall provide written confirmation to the occupying agency/ies that the space offered is properly zoned.
- N. Upon proper notice of intention to exercise this option and by mutual agreement between the Lessee and Lessor at that time, this lease may be renewed up to five times for periods of up to 120 months each under the same terms and conditions. The Lessee shall give Lessor notice of intention to exercise this option at least 180 days prior to expiration of this lease.
- O. All time limits stated in this Invitation for Bid, and resultant lease, are of the essence of the lease contract.

- P. The General Services Commission will not accept a bid where the site is to be "mutually agreed". The bidder must identify a specific site, by address and/or legal description. Before award of contract, if the Commission so requests, the bidder must demonstrate that the bidder had control of such site as of the bid opening time and date, and that the bidder still has such control. Control shall be demonstrated by executed documents illustrating ownership, contract, or by other enforceable agreement, acceptable to the Commission, providing the bidder with such actual control.
- Q. The space to be occupied by the occupying agency/ies pursuant to the terms of this lease must comply with all applicable federal, state, or local laws, statutes, ordinances, codes, rules regulations relating to the public health, safety, and welfare, and Lessor hereby covenants that the space made the subject of this lease will so comply. The occupying agency/ies reserves the right, either prior to occupancy of the space or at any time during occupancy of the space, to inspect the premises to verify the Lessor's compliance with the covenant herein made. The occupying agency/ies may perform the inspection, or have it performed on behalf of the occupying agency/ies.
- R. The occupying agency/ies has an agency-wide non-smoking policy. Space to be occupied under this lease shall be designated "non-smoking area". In addition, Lessor shall comply with any local non-smoking ordinances applicable to the building to be occupied by the agency/ies.
- S. Lessor shall have building maintenance personnel available to respond to routine calls within twenty-four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance shall include, but not be limited to, situations involving the telephone/data closet, air conditioning units, electrical wiring, plumbing leaking into occupied areas, roof leaks, disruption of water delivery to or drainage from any portion of the plumbing system, access into and out of the leased space, and environmental control.
- T. The Lessor shall provide monthly interior and quarterly exterior building extermination service or when reasonably necessary as determined by the occupying agency/ies. Lessor shall provide a Material Safety Data Sheet (MSDS) for any required substances or materials. Any extermination service must be performed after normal business hours.
- U. Building Exterior, Envelope and Grounds
1. Lessor shall provide and install insulation as follows: A minimum of R-26 in ceilings, R-19 in exterior walls, and R-13 in floors over an unheated space.
 2. Exterior joints around windows and door frames; top and bottom wall plates, opening between walls and roof and between wall panels; openings and penetrations of utility service through walls, floors and roofs, and other such openings in the building envelope shall be caulked, gasketed, weatherstripped or otherwise sealed in an approved manner to prevent air infiltration. Sealant shall be checked annually and repaired, if necessary, to ensure that air infiltration is minimized.
 3. The building design shall incorporate glass shading by one of the following methods (listed in order of preference): Deciduous trees, sun screens, reflective glass or film on glass; or tinted glass. Color is important in shading and glass areas. Where cooling is a problem, the sun screen, blinds, etc. should be light in color to reflect heat and light away from the building. Where solar heat gains are desired, the use of dark shades is recommended.

4. In order to identify the occupying agency's/ies' space and/or building, Lessor shall provide and install exterior signage indicating the location of the occupying agency's/ies' space and/or building. The sign shall be designed and located in accordance with the standard signage regulations of the building, if applicable.
5. Lessor shall be responsible for furnishing appropriate, as reasonably determined by the Lessee, outside trash and refuse receptacles and for the removal of trash and refuse from the premises.
6. All exterior doors shall be connected with parking areas by a common sidewalk with a hard surface such as concrete, asphalt paving or a comparable material acceptable to the Lessee.
7. The exterior of the building and adjacent grounds must be kept neat. All grass, trees, shrubbery and other landscaping must be trimmed on a regular basis.
8. To the extent it is economically feasible, and where practical, the Lessor agrees to make diligent efforts to landscape the space covered by the lease agreement with Texas trees, grasses, vines, flowers and shrubs native to or adaptable to the area in which the leased premises are located or are to be constructed. Lessor further agrees to make diligent efforts to use native trees, grasses, vines, flowers and shrubs in replacement landscaping for all new and existing space. A list of native trees, plants and shrubs and potential suppliers may be obtained from the Texas Department of Agriculture.
9. At least 35% of the horizontal linear dimension of all walls surrounding the leased space shall be exterior walls.
10. Any water to be used by Lessor for landscaping and/or decorative purposes shall be metered separately and paid for by Lessor.

V. Windows

1. At least 25% of the interior finish, floor to ceiling area, of exterior building walls shall have windows. Spacing/grouping of glazed areas shall be reasonably determined by the occupying agency/ies.
2. All windows must meet the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) standards.
3. Any exterior windows or glass doors shall have insulated draperies, blinds or other appropriate coverings for light control. The coverings shall be in new or like-new condition and shall be in satisfactory working condition.

W. Doors

1. All interior doors shall be a minimum of 3 feet wide.
2. Handles, pulls, latches, locks, and other operating devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs.
3. All interior office doors shall be solid core doors, or equivalent, as approved by the occupying agency/ies. Hollow core doors are not acceptable.

4. If the primary entrance into occupying agency's/ies space is an exterior door to the building, it must be of laminated safety glass. All other occupying agency/ies space exterior doors to the space must be either laminated safety glass, solid core wood or metal doors. Hollow core doors will not be acceptable. All exterior door frames shall be metal. Any exterior doors shall have non-duplicating keys and non-removable hinge pins.
5. Exterior doors shall be equipped with panic hardware and automatic door closers of sufficiently sturdy construction to ensure security. In no case shall non-panic release locks be installed on doors equipped with panic hardware.
6. All exterior doors to the occupied space must have a view slot.
7. All exterior doors shall be keyed alike. Lessor shall furnish thirty-six keys, individually numbered as specified by the occupying agency/ies.
8. No more than nineteen interior rooms of the occupying agency's/ies' space shall have separately keyed locks with each lock being keyed separately from the locks on entry doors into occupying agency's/ies' space. Lessor shall furnish two individually numbered keys per door.
9. If the space provides internal hallways leading from the waiting area to the offices, the entry into each hallway must have a door with safety glass viewing panel and automatic closer approved by the Lessee.

X. Telecommunication and Automation Requirements

1. The telephone/data closet must have one 4 ft. by 8 ft. 3/4" sheet of interior grade plywood mounted at a point to be specified by the occupying agency/ies and one 96 inch by 4 inch 3/4" shelf mounted to the base of the plywood sheet.
2. Lessor shall provide and install all telephone conduit with electrical boxes. Conduit shall be stubbed 6" above the ceiling and installed per telephone company specifications and/or city building code.
3. The telephone/data closet shall be provided with its own 24-hour-a-day, 7-day-a-week air conditioning system. This system must not be included in any energy management system or device for the remainder of the building. The unit(s) shall be of such character that the temperature will always range between 65 degrees to 75 degrees Fahrenheit, and the relative humidity will always range from 20% to 55%. Temperature measurements shall be read 30 inches in front of the LAN and/or telephone equipment and 5 feet above the floor. This unit condenser shall have high-low pressure switch to cycle fan. No water pipes, drains or ducts for the remainder of the building shall run over these rooms. Two motorized dampers (minimum 12" x 12") with override thermostat and controls shall be installed with connecting supply ducts to the adjacent unit nearest the telephone/data closet to provide fail-safe cooling if the primary unit fails. Provision must be made for return air.
4. Lessor shall provide no more than 47 electrical boxes with EMCO Products Inc. split cover plates (EFC-100, or equal) and with 5/8" conduit stubbed 6" above the ceiling at locations to be designated by the occupying agency/ies.
5. If access space for cabling, and wiring is not open, Lessor shall furnish sufficient conduit access routes through any obstructions, with a pull string in each conduit.

6. Lessor shall provide one cable support rack capable of supporting 200 computer cables and telephone cable above the ceiling in the telephone/data closet, location to be determined by the occupying agency/ies.
7. Telephone station wiring shall be provided by Lessor, 20 days prior to commencement, between the telephone/data closet and the jacks that will serve the telephone instruments. Lessor shall provide and install flush-mounted jacks unless otherwise indicated. No more than 52 jacks will be required. Placement of jacks will be designated by the occupying agency/ies.
8. Jacks shall be numbered, and corresponding wiring in equipment room shall be tagged by jack number. Station wiring in the clerical areas shall be left long enough that it can be run overhead above the ceiling to any point within its 80 square foot service area, plus 4 feet. All station wiring at the equipment room end point will be brought through the ceiling, bundled together, at a point designated by the occupying agency/ies. Each wire will be left long enough to touch the farthest corner of the room.
9. Station wiring shall be 22 AWG, 4 pair twisted, inside telephone station wire concealed between walls or within power poles, as applicable. Insulation must be either polyethylene or teflon, depending upon the local city code requirements. Lessor shall provide and install conduit and boxes for wiring if required by local city code with a pull string in each conduit.
10. RJ-11 flush-mounted duplex telephone jacks shall be used at all locations except where surface-mounted jacks are required due to lack of internal wall access.
11. Lessor shall provide, 30 days prior to lease commencement, electrical service specified by the telephone maintenance/service contractor which might include, but is not limited to, a separate circuit and duplexes. If the telephone maintenance/service contractor has not been selected prior to 30 days before lease commencement, such service shall be provided immediately upon receipt of request for same from said contractor upon his selection.
12. Lessor shall provide conduit from access point on building exterior to the telephone/data closet for telephone lines and data circuits.

Y. Interior

1. Lessor shall provide carpet throughout entire space except in the break room, restrooms (other than those adjacent to the waiting area), janitor room, and telephone/data closet, which shall have 1/8" thick commercial grade non-slip vinyl composition tile or comparable floor covering. Carpet shall be commercial grade. Carpet shall be in new or like-new condition. Carpet shall be installed by the direct glue-down method. The carpet shall contain a 24-28 oz. nylon (or approved equal) fourth generation, 100% virgin continuous filament, high bulk or textured carpet yarn: Antron III, Anso 4, or equal. Pile height shall be a minimum of .125 inches with 8.4 stitches per inch. Carpet shall have a unitary latex back that will provide a 20 lb. tuft bind. Carpet shall have acceptable static performance for general commercial environments. The exposed edges of the carpet shall be fastened to the floor surface and there shall be a trim along the entire length of the exposed edge. Edge trim shall be beveled with a slope no greater than 1:2. Heavily patterned carpet shall not be used. Install carpet in as large pieces as possible. No "T" seams will be allowed. Variations in carpet or tile as to quality, type or color within the same room or within

the lease space as a whole, shall not be permitted without approval of the occupying agency/ies. Carpet and tile will be replaced as needed throughout the life of the lease. The occupying agency/ies shall have the right to approve carpet and tile color and type.

2. All interior walls shall have a washable surface. Wood paneling is not acceptable. If painted textured gypsum board or plaster walls are used, they shall be painted with a high quality acrylic base enamel paint, shall be repainted and shall be spot painted as follows: If the lease is for five years (60 months) the entire space shall be repainted once during that period of time. If the lease is for a period of more than 60 months, but less than 120 months, the entire space shall be repainted twice during that period of time. Repainting shall be done at a time specified by the occupying agency/ies. Wall surfaces shall be in new or like-new condition, clean and freshly painted or finished, and free from cracks and disintegration. Wall colors and accent colors must be approved by the occupying agency/ies.

Walls in the waiting area shall have a 48" wainscot.

3. Perimeter walls of all restrooms, all client training rooms, video room, break room(s), waiting area(s) and mechanical room(s) shall extend to the deck above the finished ceiling and shall have a 40-44 STC rating.
4. Perimeter walls of all offices shall have a 35-39 STC rating.
5. Any walls between the occupying agency's/ies' space and other space within the building shall have both wall surfaces extended through the ceiling to the deck above the finished ceiling and shall have a 40-44 STC rating.
6. All telephone and electrical conduit shall be hidden between walls or in ceilings.
7. All partitions shall be minimum floor to ceiling.
8. Lessor shall be responsible for numbering each room or area as specified by the occupying agency/ies. All numbering shall be completed within 30 days of lease commencement, be permanently attached, match building decor and meet the requirements as prescribed in TAS and ADAAG.
9. The break room(s) shall have a cabinet with a heat resistant laminated plastic counter top and a double kitchen sink. The cabinet is to be approximately 24" deep, 34" high and 102" long.

There shall be cabinets above and beneath the lower counter.

The break room sink(s) shall be equipped with a garbage disposal.

10. A counter will be built between the waiting area and the clerical area. The counter will be approximately 33" high, 14" wide and 36" long on the side facing the waiting area and shall be 33" high, 10" wide and 36" long on the inside of the clerical area. Counter shall be covered with heat resistant laminated plastic. The interior of the counter will remain open, with the exterior closed to the floor. An opening 45" high and 36" long will be provided above the counter. In the opening, a one-piece laminated safety glass window 36" wide by 45" long will be installed. The window shall be installed so that an opening 6" by 16" wide remains immediately on top of the counter. The windows will have three openings as specified by the occupying agency/ies. All openings shall have non-corrosive trim. Location of openings in the window will be determined by the occupying agency/ies. The wall surrounding the counter shall be full height, floor to ceiling.



11. The supply room(s) shall have built-in wooden shelving. The shelving shall begin 4" off the floor and extend to the ceiling with shelves spaced 12" apart. Shelves shall be 12" deep and shall cover all walls of the room. Shelving shall be finished out with a paint or stain consistent with the leased space decor and approved by the occupying agency/ies.
12. All service sinks shall be serviced with hot and cold water and a drain. The hot water temperature shall not be less than 110 and not more than 140 degrees Fahrenheit.
13. The janitor room shall be equipped with a standard size mop sink.
14. Lessor shall provide ceiling (hugger) fans in the following rooms: waiting area(s), the 350 square foot and 225 square foot client training rooms, clerical area(s) and break room(s). Each of these rooms shall have a nine foot ceiling. Each fan shall have three speeds, be reversible, and shall be controlled by an independent switch. Location of switches shall be determined by the occupying agency/ies.
15. a. Client Training Room (350 square feet and 225 square feet)
 - (1) The client training room(s) is to have dimmer switches to control the incandescent lighting.
 - (2) Client training room(s) shall preferably be without windows. Where windows exist, they shall be blocked off flush with the wall, insulated and treated as part of that structure. Barring this possibility, light excluding material shall be installed over windows.
 - (3) The thermostatic controls which operate the HVAC zone of the client training room(s) shall be located within the client training room(s).
 - (4) Lighting controls for the client training room(s) shall be as follows: One ON-OFF switch for the general room lighting will be placed immediately inside the main entrance door to the client training room(s). All other controls shall be placed together near the trainer's regular position and consist of at least an ON-OFF switch for general lighting, an ON-OFF switch for any special or accent lighting and dimmer controls for at least part of the fixtures so that light can be infinitely varied throughout the room(s) from normal ambient lighting levels to at least one-half of the general room lighting.
- b. Video Room(s) and Visitation Room(s)
 - (1) The video room(s) and visitation room(s) shall share a common wall.
 - (2) There shall be a one-way mirror placed in the common wall between the video room and the visitation room. The mirror shall be placed so that the mirrored side faces the visitation room. The mirror shall be placed 40" from the floor and shall be 4 ft x 3 ft.
- c. Bracket Assembly

Lessor shall provide two wall or ceiling mounted assemblies for placement of a 19" television set. Placement of the assemblies shall be at locations

designated by the occupying agency/ies. Concealed cabling for a VCR connection will be installed from the bracket to the location specified by the occupying agency/ies. A 120v. electrical duplex outlet shall be provided at each mounting location.

Z. Restrooms

1. Lessor shall provide four restrooms (two women's and two men's) to which the occupying agency/ies shall have access. Restrooms must be on the same floor as the occupying agency's/ies' space. Restrooms shall have hot and cold running water, liquid soap dispensers, paper towel dispensers, an electric blow dryer in restrooms adjacent to the waiting area, and mirrors at least 18" x 30" dimensions. In addition, the women's restroom(s) shall have a sanitary napkin dispenser and disposal unit. All restrooms must meet handicapped accessibility requirements as prescribed in TAS and ADAAG. Restrooms are not to be included in the calculation of net usable square footage provided under this agreement. Restroom doors shall be equipped with automatic door closers. The occupying agency/ies shall provide restroom janitor service and restocking of soap and paper products only if restrooms are within the occupying agency's/ies' space and for their exclusive use. If restroom facilities are used by tenants other than the occupying agency/ies, restroom janitor service and restocking of soap and paper products will be at Lessor's expense.
2. One set of restrooms must be adjacent to the waiting area when more than one set is specified.
3. Each women's restroom shall contain four stalls and two lavatories. Each men's restroom shall contain two stalls, two urinals and two lavatories.
4. There must be counters around all lavatories. Counters shall be at least 24" wide.
5. There shall be a counter approximately 34" high, 24" wide and 36" long located immediately adjacent to the lavatories in the women's restroom adjacent to the waiting area. The counter shall be covered with heat resistant laminated plastic and shall be open underneath.
6. Floors in all restrooms must slope down to a floor drain to prevent flooding in the building.
7. Non-slip ceramic tile floor covering shall be installed in restrooms adjacent to the waiting area. A wainscot of ceramic tile shall be installed on the walls of the restrooms adjacent to the waiting area. Vinyl clad gypsum board shall be installed on these walls from the top of the wainscot to the ceiling.
8. The toilet and urinal hardware shall include commercial flush valves. Lessor shall furnish sufficient water pressure for proper operation.

AA. Electrical

1. All electrical wiring and parts shall meet the current National Fire Protection Association (NFPA) National Electric Code.
2. All lights and electrical accessories shall be high efficiency such as 35 watt high efficiency lamps and high efficiency ballasts with power factor of 90% or better.

3. 120v electrical duplex outlets shall be provided by Lessor at lease commencement as follows: Four in each office; seven in break room; ten in clerical area; five in 140 square foot client training room; six in 350 square foot client training room; five in 225 square foot client training room; four in copy/printer room; sixteen in hallways; one in janitor room; four in file room; three in telephone/data closet; five in waiting area; two in pre-screen room; four in visitation room; four in video room; and one in each restroom. Five dedicated isolated ground outlets shall be provided in the telephone/data closet. Placement of outlets to be determined by the occupying agency/ies.
4. 120v electrical duplex outlets for computer-related equipment shall be provided as follows: One in each office; ten in clerical area; one in 140 square foot client training room; two in 350 square foot client training room; one in 225 square foot client training room; one in copy/printer room; one in visitation room; one in video room; two in waiting area; two in pre-screen room; and five in telephone/data closet. All outlets for computer-related equipment shall be routed through a separate dedicated circuit breaker panel. All electrical circuits shall be 20-amp circuits with isolated ground and clean neutrals from the breaker panel. The Lessor shall provide no more than five duplex outlets per circuit. Location within the lease space shall be determined by the occupying agency/ies. All electrical outlets for computer related equipment shall be NEMA 5-15 isolated ground type with nylon face. This device shall be verified under Federal Spec WC596F, Bryant 5262IG, or equal. Provide red or orange nylon coverplates and receptacles for these special outlets.
5. Circuit loads shall be distributed so that any one branch circuit is not loaded at over 75% of rated capacity.
6. Each room and area shall have an individual light switch at the entrance thereto.
7. Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.
8. The 350 square foot and 225 square foot client training rooms shall have a light switch at each entrance to activate the main fluorescent lighting required herein. There shall be one recessed incandescent light fixture at the front center connected to a switch for control of this fixture, independent from the rest of the fluorescent lighting. Lessor shall provide sufficient recessed incandescent lighting controlled by a dimmer switch to provide evenly distributed lighting levels up to 50 footcandles when fluorescent lights are off. All special feature switches shall be located together at the front of the room.

BB. Heating, Ventilation and Air Conditioning

1. The building must have a mechanical system which provides an indoor environment which is healthful, comfortable and free of objectionable odors. A minimum of 20 cubic feet per minute (20 cfm) of outside makeup air must be provided per building occupant (employees plus normal number of visitors at a given time). In general, the average number of occupants in this space (at any given time) will be approximately 142. Methods covered by ASHRAE 62.1989 - Ventilation for Acceptable Indoor Air Quality shall be employed to achieve this requirement. Restrooms must be provided with exhaust ventilation ducted to the outside of the building (not into attic or other interior spaces). An exhaust capacity of at least 75 cfm per water closet or urinal must be provided.

Forced air cooling and heating shall be ducted and vented throughout the space to provide the most efficient manner of operation and occupant comfort. Conditioned air shall be vented into each room and area with the exception of closets. (See Item IX, A for occupant load.)

2. Thermostats shall be provided as necessary to control conditions throughout the leased space. Numbers and locations of thermostats and associated zones or equipment shall accommodate all internal and external loads to provide uniform temperatures (+/- 2 degrees F.) throughout the space, except as any localized special environmental conditions are identified herein. Temperature settings shall be under the control of the occupying agency/ies.
3. Documentation for each accessible control device, including programming instructions, program code (if any) and trouble-shooting procedures shall be provided to the occupying agency/ies.
4. All accessible HVAC controls shall have locking covers and one master key (or specially required tool) shall be provided to the occupying agency/ies.
5. A fully adjustable damper shall be installed at each HVAC supply diffuser.
6. It shall be the Lessor's responsibility to change the HVAC filters as reasonably necessary to maintain an efficient and properly effective HVAC system. Reasonably necessary shall be determined by the occupying agency/ies, but in no event shall it be less than 30 days.
7. A minimum Energy Efficiency Ratio (EER) of 9.5 at American Refrigeration Institute (ARI) conditions is required for cooling.
8. Programmable thermostats with remote sensors equal to model T7300/Q7300B by Honeywell will be accepted. Thermostats shall be located in the telephone/data closet.

CC. Safety Equipment

1. Multipurpose 5 lb. ABC fire extinguishers will be provided and maintained in accordance with industry standards by Lessor. The number of extinguishers shall be according to the Life Safety Code. Extinguisher(s) must be mounted to meet Article 8309g, T.C.S. and handicapped accessibility requirements as prescribed in TAS and ADAAG. The extinguisher(s) must be readily visible, and the location must be properly marked and/or identified. Where possible, units will be placed in a recessed cabinet.
2. Exit lights shall be provided at each door leading to the outside of the building. Electric and/or luminous directional arrows shall be strategically placed to identify the way leading to the outside.
3. In windowless buildings or in areas with no natural illumination, an emergency lighting system shall be installed and arranged to provide automatic adequate illumination for a period of one and one-half (1-1/2) hours in the event of failure of normal lighting. The floors of means of egress shall be illuminated at all points including angles and intersections of corridors and passageways, stairways, landings of stairs and exit doors to values of not less than 1 footcandle measured at the floor. The system shall meet the requirements of the NFPA Life Safety Code and Sections 5-8 through 5-9.

4. An emergency lighting system shall be installed in the telephone/data closet the same as stated in item 3 above.
5. An audible/visual fire alarm system with manual pull boxes shall be installed in the building. The audible alarm shall have a sound level of not less than 75db at 10 feet nor more than 120 db at the minimum hearing distance from the audible appliance. The signals shall be distinctive from other audible indicating devices in the areas. Visual indicating devices shall meet the requirements of the latest edition of NFPA 72G, Notification Appliances for Protective Signaling Systems and NFPA-101 Life Safety Code, Chapter 7, Section 7-6. The audible/visual fire alarm system must also meet handicapped accessibility requirements as prescribed in TAS and ADAAG.

DD. Hazardous Materials and Asbestos

1. If Lessor uses or brings any type of material or substance into the lease space for which a Material Safety Data Sheet (MSDS) is required, the Lessor shall provide the occupying agency/ies with a copy of the MSDS prior to using or bringing the material or substance into the lease space.
2. If the building is of new construction, the Lessor, upon submitting his bid, certifies that *no asbestos containing materials (ACM) will be used for construction. At or prior to the commencement date of the lease, the Lessor shall cause to be delivered to the occupying agency/ies and Lessee a written certification issued by an independent qualified industrial hygienist or environmental engineer in full compliance with all applicable and federal statutes and regulations dealing with asbestos or ACM in schools and public buildings (the "Engineer") that the building is free from all ACM.*

The Lessor, upon submitting his bid for an existing building, certifies that the building is free of materials containing friable asbestos or ACM, or that the building will be free of materials containing friable asbestos or ACM upon lease commencement. Lessor must provide, within 30 days following the date of the Notice of Award, a complete survey of the building conducted by an individual licensed in the State of Texas as an Asbestos Inspector/Surveyor or other party acceptable to the Lessee. The survey must identify all asbestos and ACM and must:

- a. Identify and list all materials within the building which are suspect of containing asbestos;
- b. Specify which materials are submitted for laboratory analysis, and report results of all samples taken;
- c. Specify the condition of all asbestos containing materials, such as friable, nonfriable, encapsulated, or enclosed, and must specify the extent of damage or deterioration of the material, if any;
- d. Show on a floor plan the locations of all samples taken, along with a description of the sampled material;
- e. Show on a floor plan the extent of all asbestos containing materials; and
- f. Describe any areas which are inaccessible, and state reasons for lack of access.

Lessor shall also provide a written operations and maintenance program detailing how and when all remaining ACM will be inspected and maintained. The survey must be provided to the occupying agency/ies with a copy to the Lessee within the time period stated above, and shall be in form and substance acceptable to Lessee at his sole discretion.

In the event an acceptable survey is not received within the time provided, or in the event the survey discloses the presence of friable asbestos or ACM, Lessee shall have the right to terminate the lease immediately or at any time thereafter upon delivery of written notice of such termination to Lessor. Any delay in Lessee's exercise of such rights shall in no event be deemed to be a waiver of those rights. At Lessee's sole option, and in a manner and method acceptable to Lessee, Lessor must perform an asbestos abatement program to completely remove all friable asbestos or friable ACM from the building. The abatement program shall be completed prior to lease commencement.

All costs associated with asbestos abatement and the required certifications/surveys shall be borne by the Lessor.

EE. FAX Bids

Invitations for Bid allow sufficient time for receipt of the preferred mail response. The State offers facsimile (FAX) service on a cost recovery basis and as a convenience only. The telephone number for FAX submission of bids is 1-900-847-2437. Bid confidentiality requires only this number be used and its use is for bids only. There is a charge of \$.40 per minute for FAX service. The cost may be adjusted, without prior notice, to enable continued recovery of actual cost. The State shall not be responsible for bids being received late, illegible, incomplete, or otherwise non-responsive due to failure of electronic equipment or operator error. **CAUTION: SOME AREAS HAVE HAD THEIR ACCESS TO 1-900 TELEPHONE NUMBERS BLOCKED BY THEIR TELEPHONE COMPANY.**

FF. Title VI

The contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the contractor agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

X. Special Requirements

- A. Site must be on or within 450 feet of a major traffic thoroughfare.
- B. The initial 6,780 square feet of net usable space shall be located in one building, on no more than two contiguous floors.

Elevators shall be in sufficient numbers so as to provide an average hall call waiting time of no more than 30 seconds. Within any five minute period, the elevator system must be able to handle 12% of the building population based on an occupancy of 142 persons at any one time. Specifications as to size, load, waiting time, etc. shall be provided to the occupying agency/ies at the time of submittal of preliminary floor plans.



XI. Agency Specific Specifications

- A. The heating, ventilating and air conditioning (HVAC) system shall have a minimum of 20% *filtered outside air capability* and shall be equipped with automatic controls and motorized dampers. Certification by a Texas-registered Professional Engineer that the HVAC system design complies with this requirement and the ASHRAE 62.1989 shall be provided, at Lessor expense, prior to final acceptance of the space.
- B. The Lessor is responsible for providing adequate telecommunications facilities to the agency/ies' demarcation point within the building. The Lessor is responsible for coordinating the agency/ies' telecommunication facilities requirements with the local telephone exchange company.
- C. In addition to the requirements stated in Item IX, A, if the architect or professional space planner uses a CAD (computer assisted design) system to develop the floor plans, the Lessor shall provide a disk of the CAD floor plans to the occupying agency at no expense to the occupying agency.
- D. In addition to the requirements stated in Item IX. DD. 2 regarding an existing building, the Lessor shall not use any asbestos containing materials (ACM) in any construction, repair, remodeling, etc. that the Lessor must perform in order to meet the bid specifications. Also, for any resilient floor covering materials that must be removed, the Lessor shall follow the requirements of the Texas Asbestos Health Protection Rule of September 22, 1994, Section 295.36.
- E. The break room shall have a water line to accommodate an ice maker in the refrigerator adjacent to the counter area.
- F. The two doors leading from the main entry door shall have automatic door closers and panic release hardware. In no case should non-panic release locks be installed. These doors shall be keyed the same as the exterior doors.
- G. If space offered is on one level, Lessee prefers space layout to generally conform to the attached floor plan. Floor plan is not to scale and is only provided to show desired arrangement of staff. Space on more than one level is acceptable, *but it shall be on no more than two contiguous floors.*
- H. All rooms or areas with more than one door or entrance shall have a light switch at each entrance.
- I. *All electrical outlets in the waiting area, visitation room, and restrooms shall be ground fault outlets.*
- J. The janitor room shall have built-in wooden shelving. The shelving shall begin 4" off the floor and extend to the ceiling with shelves spaced 16" apart. Shelving shall be 14" deep and shall cover one wall of the room. Shelving shall be braced every three feet. Shelving shall be *finished out with a paint or stain consistent with the leased space decor and approved by the occupying agency.*
- K. The two doors leading from the waiting area into the middle hallways shall have automatic door closers and special locks that allow the doors to be opened by turning the door handle on the hallway side, but require a key to open from the waiting area. These locks must automatically lock each time the doors are closed.

- L. The two doors leading from the waiting area into the middle hallways shall also be equipped with electric releases. A 12-volt direct current regulated power supply with battery backup and full function timers for each door shall be installed on each door. Two electric release buttons shall be installed in the clerical area under the 42" high counter nearest the copy/printer room. Exact location of the two electric release buttons is to be specified by the occupying agency.
- M. The client training room (EBT) shall be immediately adjacent to the waiting area. This room shall have two 36" hinged doors and one 36" pocket door. One of the hinged doors shall be located adjacent to the waiting area. This door shall have an automatic door closer and special lock that allows the door to be opened by turning the door handle on the room side, but require a key to open from the waiting area side. The second hinged door shall be located on the wall away from the waiting area. This door shall also have an automatic door closer and a lock that requires a key to open the door from both the room side and the hallway side. All locks must automatically lock each time the door is shut. The 36" pocket door shall be located in the common wall between the clerical area and the client training room (EBT). Exact location of all client training room (EBT) doors shall be specified by the occupying agency.
- N. The pre-screen room and the client training room (GED) shall be located immediately adjacent to the waiting area. The door leading from the waiting area into the pre-screen room and the door leading from the waiting area into the client training room (GED) shall each have automatic door closers and special locks that allow the doors to be opened by turning the door handle on the room side, but require a key to open from the waiting area side. These locks must automatically lock each time the doors are shut.
- O. The lock on the door leading from the waiting area into the pre-screen room shall have an electric release. A 12-volt direct current regulated power supply with battery backup and a full function timer for the door lock shall be installed. One electric release button shall be installed under the counter in the pre-screen room on the worker's side of the counter. Exact location of the electric release button to be specified by the occupying agency.
- P. The client training room (EBT) shall be located adjacent to the waiting area. The lock on the door of the client training room (EBT) from the waiting area shall have an electric release. A 12-volt direct current regulated power supply with battery backup and a full function timer for the door shall be installed. The electric release button shall be installed in the clerical area under the 42" high counter closest to the client training room (EBT). Exact location of the electric release button shall be specified by the occupying agency.
- Q. The door leading from the waiting area into the pre-screen room shall have a 24" x 24" reinforced, laminated, safety glass window centered in the top half of the door.
- R. There shall be three counters built between the waiting area and the clerical area. Two of these counters shall be 36" wide and 42" high and shall be located with one on each side of the 33" high counter specified in Item IX, Y. Each of these two 42" high counters will be approximately 14" wide and 36" long on the side facing the waiting area and shall be 10" wide and 36" long on the inside of the clerical area. Each counter shall be covered with heat resistant laminated plastic. An opening 36" high and 36" wide will be provided above each 42" high counter. In each opening, a one-piece laminated safety glass window 36" high by 36" wide will be installed. The windows shall be installed so that an opening 4" high by 16" wide remains centered immediately on top of each of the counters. Each window will have one other 4" diameter round opening at a height and location to be specified by the occupying agency. All openings shall have non-corrosive trim. Location of openings in the window will

be determined by the occupying agency. The top of the window over each of the 42" high counters shall be the same height as the top of the window over the central 33" high counter. The wall surrounding the counters shall be full height, floor to ceiling. The three windows shall be contiguous and centrally located on the wall between the waiting area and the clerical area and directly opposite the main entrance to the building.

- S. A counter, 84" long and 30" wide, with heat-resistant laminated plastic surface (top and edges) shall be built in the pre-screen room. The counter shall be placed at a maximum height of 29" measured from the floor to the top of the counter. Clearance underneath shall be a minimum of 27" for unobstructed knee clearance to meet TAS and ADAAG requirements.
- T. The cabinets below the counter in the break room shall have a drawer at the top of each cabinet. All cabinet doors and drawers shall have handles or pulls.
- U. In addition to the requirements in Item IX, AA, 3, an electrical power strip with twelve 120v outlets shall be installed in the telephone/data closet. Placement of the power strip shall be specified by the occupying agency.
- V. In addition to the requirements in Item IX, X, 4; IX, X, 6; IX, AA, 3; and IX, AA, 4, Lessor shall provide one electrical power pole to be located in the clerical area. Location of the power pole shall be approved by the occupying agency.
- W. Perimeter walls of all clerical areas and the copy/printer room shall be treated with sound retardant material, floor to ceiling, to minimize sound transmission to and from surrounding areas. All such sound treatment shall achieve a 35-39 STC rating.
- X. Perimeter walls of the visitation room shall extend to the deck above the finished ceiling and have a 40-44 STC rating.
- Y. All exterior windows shall be constructed with steel mullion at one-foot intervals to enhance building security.
- Z. The four supply rooms and the pre-screen room will each have a 36" solid core sliding pocket door. Location of the doors shall be specified by the occupying agency.

ESCALATION CLAUSE (25%)

1. On each anniversary date of the lease, the total monthly cost of the resulting contract may be adjusted by changes in the Consumer Price Index reflecting percentage increases or decreases. The Lessor must request by letter any increase in rent no later than thirty (30) days from the anniversary date.
2. **The Formula** for determining the amount of escalation allowable in any given contract year shall be:

Base Factor X Percent Escalation Allowable=
Amount of Escalation Allowed:

The new monthly rental would be the monthly rental in effect for the previous year of the contract increased by the "Amount of Escalation Allowed."

3. **Percent Escalation Allowable** will be based on a percent change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, U.S. City Average) published by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Percent changes shall be rounded to the nearest one tenth of one percent.

For Illustrative Purposes Only:

January, 1985 = 312.6
January, 1986 = 324.3 represents 3.7% increase

4. **Base Factor:** Twenty-five percent (25%) of the monthly cost on Bid will be the base factor used to calculate the escalation.

Example: If the total cost per month for the subject space is \$2,000.00, the base factor would be \$500.00 (25% of \$2,000.00 = \$500.00). Base factor being \$500.00 and the escalation allowable is 3.7%, then the amount of escalation allowed is \$18.50 (\$500.00 x 3.7% = \$18.50) and the new monthly rental for the new year of the contract would be \$2,018.50.

5. The first escalation would be December 1, 1996, based upon the percent change in the CPI from September 1995 and September 1996. Each succeeding year, the same procedure as outlined above will be used.