

**TENTATIVE AGENDA & MEETING NOTICE
BOARD OF COUNTY COMMISSIONERS**

**TUESDAY, FEBRUARY 21, 2012
5:30 P.M.**

**WATAUGA COUNTY ADMINISTRATION BUILDING
COMMISSIONERS' BOARD ROOM**

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: February 7, 2012, Regular Meeting February 7, 2012, Closed Session		1
	3	APPROVAL OF THE FEBRUARY 21, 2012 AGENDA		11
5:35	4	PROPOSED CONTRACT WITH TRAIL DYNAMICS FOR CONSTRUCTION OF A BIKE SKILLS AREA AT ROCKY KNOB PARK	MR. ERIC WOOLRIDGE	13
5:40	5	SANITATION DEPARTMENT RECYCLING CENTER'S GRANT APPLICATION REQUEST FOR PURCHASE OF FORKLIFT	MS. LISA DOTY	25
5:45	6	BUDGET AMENDMENTS	MS. MARGARET PIERCE	33
5:50	7	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. USDA's Proposed Lease Request for the Location of the Watauga/Avery County Service Center		37
		B. Proposed Resolution Authorizing Conveyance of Surplus Property by Donation		117
		C. Announcements		119
6:00	8	PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE PROPOSED WATAUGA COUNTY GATED COMMUNITY ORDINANCE	MR. JOE FURMAN	125
6:15	9	PUBLIC COMMENT		130
7:15	10	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF THE MINUTES

February 7, 2012, Regular Meeting

February 7, 2012, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, FEBRUARY 7, 2012**

The Watauga County Board of Commissioners held a regular meeting on Tuesday, February 7, 2012, at 8:00 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: Nathan A. Miller, Chairman
Vince Gable, Vice-Chairman
David Blust, Commissioner
Jim Deal, Commissioner
Tim Futrelle, Commissioner
Stacy C. Eggers, IV, County Attorney
Deron Geouque, County Manager
Anita J. Fogle, Clerk to the Board

Chairman Miller called the meeting to order at 8:05 A.M.

Commissioner Blust opened the meeting with a prayer and Vice-Chairman Gable led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Miller called for additions and/or corrections to the January 17, 2012, regular and closed session minutes, and the January 27, 2012, special meeting minutes.

Chairman Miller stated that the following addition (indicated in bold) was requested to be added to the January 17, 2012, regular meeting minutes:

“County Manager Geouque stated that two terms on the Watauga County Tourism Development Authority (TDA) were set to expire at the end of February 2012. The TDA requested that Mr. Rob Holton and Mr. Mike Hall each be reappointed to three-year terms. Both Mr. Holton and Mr. Hall were willing to continue to serve if so appointed. **Chairman Miller nominated Ms. Kim Rogers and Mr. Jim Neustadt for consideration of appointment as well.**”

Vice-Chairman Gable, seconded by Commissioner Blust, moved to approve the January 17, 2012, regular meeting minutes as amended.

VOTE: Aye-5
Nay-0

Commissioner Blust, seconded by Vice-Chairman Gable, moved to approve the January 17, 2012, closed session minutes as presented.

VOTE: Aye-5
Nay-0

Commissioner Deal, seconded by Commissioner Blust, moved to approve the January 27, 2012, special meeting minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Miller called for additions and/or corrections to the February 7, 2012, agenda.

County Manager Geouque requested to add a Department of Transportation request to support preliminary engineering services for a secondary access to Appalachian State University via Homespun Hills Road.

Commissioner Deal, seconded by Commissioner Blust, moved to approve the February 7, 2012, agenda as amended.

VOTE: Aye-5
Nay-0

NCDOT REQUEST FOR APPROVAL OF A RESOLUTION IN SUPPORT OF SMALL CONSTRUCTION FUNDS FOR PRELIMINARY ENGINEERING SERVICES FOR A SECONDARY ACCESS TO THE ASU CAMPUS.

Mr. Ivan Dishman, District Engineer with the North Carolina Department of Transportation, (NCDOT), presented a request for the Board to approve a resolution in support of preliminary engineering services needed for consideration of a secondary access to the campus of Appalachian State University (ASU). North Carolina General Statutes required that a resolution of support be obtained from the local governments in the project area when requested funds exceed \$150,000.

Ms. Susan McCracken, ASU, stated that the secondary access was being considered for safety purposes as it would allow an additional ingress to and egress from campus. Homespun Hills Road would realize improvements, as well, if the access was developed. Ms. McCracken stated that the Town of Boone tabled further discussions regarding the matter until their February 17, 2012, meeting.

Mr. Dishman stated that, at this point, the preliminary engineering study would show the costs, environmental impacts, and benefits of installing the secondary access.

Commissioner Deal, seconded by Commissioner Blust, moved to adopt a resolution in support of preliminary engineering services for a potential secondary access to ASU campus through the Homespun Hills Road area to be forwarded to the North Carolina Department of Transportation.

VOTE: Aye-5
Nay-0

PROPOSED INTERLOCAL AGREEMENT FOR APPALACHIAN REGIONAL LIBRARY

Ms. Molly Westmoreland with the Appalachian Regional Library System presented a revised Interlocal Agreement as prepared by the County Managers and Attorneys of Ashe, Watauga and Wilkes. The Governance Committee of the Appalachian Regional Library Board had recommended approval of the agreement.

County Attorney Eggers stated that the agreement included provisions that property purchased by the individual Counties would remain the property of said County. The County Attorney concluded that the agreement sufficiently covered the County in that the financial obligation of Watauga County would be limited to debt approved by Watauga County.

Commissioner Deal, seconded by Commissioner Futrelle, moved to approve the agreement as presented by Ms. Westmoreland.

VOTE: Aye-5
Nay-0

PROPOSED PROCLAMATION DESIGNATING FEBRUARY 2012 AS SPAY/NEUTER MONTH

Ms. Lynn Northup with the Watauga Humane Society presented a proposed proclamation declaring February 2012 as "Spay/Neuter Month."

Commissioner Futrelle, seconded by Vice-Chairman Gable, moved to adopt the proclamation as presented.

VOTE: Aye-5
Nay-0

PRESENTATION OF SMOKY MOUNTAIN CENTER'S ANNUAL AUDITED FINANCIAL REPORT

Mr. Brian Ingraham, Area Director/CEO, and Ms. Lisa Slusher, CFO, with Smoky Mountain Center presented the Center's Annual Audited Financial Statements as required by Statute. Ms. Slusher stated that Smoky Mountain was given an unqualified opinion which was a clean opinion, the highest that could be given. Ms. Slusher stated that there was one finding in regards to Federal and State rewards.

This report was given as information only; therefore, no action was required nor taken.

REQUEST TO APPOINT THE HOME & COMMUNITY CARE BLOCK GRANT ADVISORY COMMITTEE AND LEAD AGENCY

Ms. Angie Boitnotte, Project on Aging Director, stated that each year the Board was required to appoint an advisory committee and a lead agency to make recommendations on how to best expend the County's allocation from Home and Community Care Block Grant (H&CCBG) funds. These funds were previously established by the Older American's Act and are administered by the North Carolina Division of Aging.

Ms. Boitnotte recommended the following for appointment to the H&CCBG Advisory Committee for Fiscal Year 2013: Mr. Tim Futrelle representing the Board of Commissioners, Ms. Anita Davie representing High Country Council of Governments, Mr. Jim Atkinson representing the Department of Social Services, Mr. Mike Birkmire representing Independent Living, Ms. Linda Bretz representing ARHCS Home Health, Mr. Murray Hawkinson representing Daymark Recovery Services, Ms. Margie Mansure representing Cooperative Extension, Ms. Christy Pruess representing Smoky Mountain Center, Ms. Pam Rush representing Appalachian District Health Department, Ms. Sara Shoemaker representing Hospice; and the following Senior Citizen representatives: Ms. Pat Coley (Senior Tar Heel Legislature (STHL) Delegate), Dr. Ed Rosenberg (STHL Alternate), Ms. Becky Council, Ms. Gail Hawkinson, Mr. Dick Oehser, Mr. Bob Parker, Dr. Milton "Bunk" Spann, and Ms. Betty Wyse.

Commissioner Futrelle, seconded by Commissioner Blust, moved to appoint himself, Ms. Anita Davie, Mr. Jim Atkinson, Mr. Mike Birkmire, Ms. Linda Bretz, Mr. Murray Hawkinson, Ms. Margie Mansure, Ms. Christy Pruess, Ms. Pam Rush, Ms. Sara Shoemaker, Ms. Pat Coley, Dr. Ed Rosenberg, Ms. Becky Council, Ms. Gail Hawkinson, Mr. Dick Oehser, Mr. Bob Parker, Dr. Milton "Bunk" Spann, and Ms. Betty Wyse to the Fiscal Year 2013 Home and Community Care Block Grant Advisory Committee.

VOTE: Aye-5
Nay-0

Ms. Boitnotte recommended the Watauga County Project on Aging be appointed as the Lead Agency.

Commissioner Blust, seconded by Commissioner Futrelle, moved to appoint the Watauga County Project on Aging as the Lead Agency for the Home and Community Care Block Grant funds for Fiscal Year 2013.

VOTE: Aye-5
Nay-0

MOWING CONTRACT BID AWARD REQUEST

Mr. Robert Marsh presented a proposed agreement with Estate Maintenance Company to extend the contract for mowing services for an additional two (2) year term at the current rate of \$77,000. Estate Maintenance was awarded the contract for mowing services as the lowest bid in

2009. Mr. Marsh stated that over the past two and half years excellent service had been provided with no complaints received.

Commissioner Deal, seconded by Commissioner Blust, moved to approve the contract extension as prepared by the County Attorney in an amount not to exceed \$77,000 for an additional two (2) year period.

VOTE: Aye-5
Nay-0

PLANNING AND INSPECTIONS MATTERS

A. Proposed Language Access Plan for CDBG Scattered Site Housing Project

Mr. Joe Furman presented a proposed Language Access Plan which was required to satisfy the Community Investment and Assistance for the Community Development Block Grant (CDBG) program. This Plan was only applicable to the ongoing CDBG Scattered Site Housing Program and failure to adopt it could result in CDBG funds being frozen. This Plan was to expire upon close-out of the current Program; however, the need for adoption of a new plan was anticipated upon acceptance of the next CDBG funding cycle for 2013.

Commissioner Blust, seconded by Commissioner Deal, moved to adopt the Language Access Plan for the Community Development Block Grant Scattered Site Housing Program as presented.

VOTE: Aye-5
Nay-0

B. Proposed 2012 Hazardous Materials Emergency Planning Grant Agreement

Mr. Furman presented a Hazardous Materials Emergency Planning Grant in the amount of \$5,000 which required no County match. The exercise scenario was to be an accident at an ASU lab with the release of hazardous materials. The table-top exercise was proposed to be conducted on February 22, 2012 with the full scale exercise to occur on March 30, 2012.

Vice-Chairman Gable, seconded by Commissioner Blust, moved to accept the Hazardous Materials Emergency Planning Grant in the amount of \$5,000 with no local match required as presented.

VOTE: Aye-5
Nay-0

C. Brookshire Wetlands Proposal

Mr. Furman stated that Carroll and Carroll had purchased a 148 acre tract of land located on Old Highway 421 South, currently marketed for mixed use development. Blue Ridge Development Group (BRDG) was hired to review wetlands and jurisdictional streams located on the property. Should the property be developed for mixed use, significant impacts would occur to the wetlands and jurisdictional streams. Federal law required the impacts to be mitigated. One possible

option being suggested was to establish a mitigation “bank” on property owned by the County located on Brookshire Road.

The option would enhance, expand, and maintain the wetlands and jurisdictional streams on the County-owned Brookshire Road property. In return for County support, BRDG was proposing to construct the greenway along the South Fork of the New River for the entire length of County-owned property. The County was under consideration for a grant to construct this greenway which required a 50% match. The County’s match would be “in-kind” in the form of staff time used constructing the greenway while the grant funds would pay for the materials. It was uncertain as to the County’s likelihood in being awarded the grant; however, accepting the BRDG proposal would allow the greenway to be constructed with the ability to leverage the grant funds if awarded. Staff did not believe the proposal for the wetlands mitigation would affect any future development at the Brookshire Complex with the exception of potentially relocating a proposed volley ball court.

The County Attorney stated that, if the wetlands were damaged by natural disaster, the County would not be required to restore them; however, the County would be responsible for restoring the Greenway. Easements would be needed for both the Federal Government and BRDG for access to the wetlands.

Vice-Chairman Gable, seconded by Commissioner Deal, moved to approve Blue Ridge Development Group’s wetlands proposal, contingent upon the County Attorney’s review and with the understanding that, if the County was awarded the grant for Greenway construction, BRDG agreed to make a decision at that point regarding their involvement in the project which would allow the County to make an informed decision regarding the acceptance of grant funds.

VOTE: Aye-5
Nay-0

TAX MATTERS

A. Monthly Collections Report

Tax Administrator Kelvin Byrd presented the Tax Collections Report for the month of January 2012. This report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Byrd presented the following Refunds and Releases for January 2012 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Blust, seconded by Vice-Chairman Gable, moved to approve the Refunds and Releases Report for January 2012, as presented.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Resolution Supporting Road Improvements and Upgrades to Roby Greene Road (SR 1331B)

County Manager Geouque presented a proposed resolution in support of road improvements and upgrades to Roby Greene Road.

Vice-Chairman Gable, seconded by Commissioner Blust, moved to adopt the resolution as presented.

VOTE: Aye-5
Nay-0

Chairman Miller directed staff to forward a copy of the resolution to the North Carolina Department of Transportation Board and staff.

B. Proposed Resolution Establishing the Register of Deeds Salary

County Manager Geouque stated that, per Statute, prior to the filing period for the upcoming elections, the Board must establish the salary for the Register of Deeds in order for filing fees to be determined. A proposed resolution was presented designating the salary as \$49,663 which was the current entry level amount on the County's pay plan.

Commissioner Deal, seconded by Commissioner Futrelle, moved to adopt the resolution to establish the Register of Deeds salary as presented.

VOTE: Aye-5
Nay-0

C. Tentative Agenda for Annual Pre-Budget Retreat

County Manager Geouque presented a draft agenda for the Board's retreat which was scheduled for February 24 and 25. The agenda may change prior to the retreat based on input from the Board or additional items being requested for consideration.

D. Incident Command System Classes

County Manager Geouque stated that Mr. Seth Norris had requested the Board establish a time for training regarding the Incident Command System. The training required approximately 2 hours and was for elected officials and municipal and county management. There was no cost to the County for holding the training; however, Federal funding, in the case of natural disasters, was tied to the training.

By consensus, the Board agreed to schedule the Incident Command System training on March 28, 2012, from 4:00 P.M. to 6:00 P.M.

E. Boards & Commissions

County Manager Geouque stated that two terms on the Watauga County Tourism Development Authority (WCTDA) were set to expire at the end of February 2012. Mr. Rob Holton, Mr. Mike Hall, Ms. Kim Rogers, and Mr. Jim Neustadt had been nominated to fill these terms.

Written ballots were distributed, completed, and given to the Clerk who tallied them and announced that Ms. Kim Rogers and Mr. Jim Neustadt received the greatest number of votes, thereby filling the two, three-year, terms on the Watauga County Tourism Development Authority.

Also, per TDA Bylaws, the TDA Chairman was due for appointment by the Board of Commissioners.

Commissioner Deal, seconded by Commissioner Futrelle, moved to appoint Mr. Matt Vincent as the Chairman of the Watauga County Tourism Development Authority.

VOTE: Aye-5
Nay-0

F. Announcements

County Manager Geouque announced that the NCACC was requesting the County's federal issues of statewide importance and the review of the 2011 Congressional issues for North Carolina.

County Manager Geouque announced that the Watauga Drug Treatment Court Team invited Board members to observe an upcoming session of Drug Treatment Court. Upcoming sessions were scheduled on Wednesday, February 15, 2012, at 3:30 P.M. and Wednesday, February 29, 2012, at 3:30 P.M. in the small courtroom.

County Manager Geouque announced that the Watauga County Public Library invited the Board to a dinner on Tuesday, February 21, 2012, from 4:00 P.M. to 5:00 P.M. to learn about the library, economic development, technological updates, and more.

County Manager Geouque announced that the Annual Pre-Budget Retreat was scheduled for February 24 (12:00 P.M.–6:00 P.M.) & February 25, 2012, (9:00 A.M.–12:00 P.M.).

County Manager Geouque announced that the 2012 Watauga County Economic Development Summit was scheduled for Wednesday, March 7, 2012, from 1:00–5:00 P.M. at the Blowing Rock Art and History Museum in Downtown Blowing Rock.

County Manager Geouque announced that a public hearing was scheduled for Tuesday, February 21, 2012, at 6:00 P.M. to allow citizen comment on the proposed Watauga County Gated Community Ordinance.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 9:10 A.M., Commissioner Deal, seconded by Commissioner Blust, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5
Nay-0

Commissioner Deal, seconded by Vice-Chairman Gable, moved to resume the open meeting at 9:42 A.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Deal, seconded by Commissioner Blust, moved to adjourn the meeting at 9:42 A.M.

Nathan A. Miller, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE FEBRUARY 21, 2012, AGENDA

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AGENDA ITEM 4:

PROPOSED CONTRACT WITH TRAIL DYNAMICS FOR CONSTRUCTION OF A BIKE SKILLS AREA AT ROCKY KNOB PARK

MANAGER'S COMMENTS:

At the January 17, 2012, Board meeting, the Watauga County Tourism Development Authority and County Attorney were authorized to negotiate a contract with Trail Dynamics for an amount not to exceed \$35,000 with the Tourism Development Authority fully funding the project at no cost to Watauga County. Once prepared, the contract was to be presented to the Board of Commissioners for final approval.

Board action is requested to approve the contract as presented and prepared by the County Attorney.

MEMO

To: Watauga County Board of Commissioners
Deron Geouque, County Manager

From: Eric Woolridge, WCTDA Tourism Planner

Date: February 14, 2012

Re: Acceptance of Bike Skills Area contract with Trail Dynamics

As part of the current Watauga County Tourism Development Authority (WCTDA) general budget and specific budget for Rocky Knob Park, the WCTDA has allocated \$35,000 for the development of a bike skills area at Rocky Knob Park. With the fulfillment of this project, along with the playground and shelter construction, the county will fulfill its obligation of the \$500,000 Parks and Recreation Trust Fund grant.

With the assistance of the county attorney, the WCTDA released a Request for Qualifications (RFQ) for constructing the bike skills area in December 2011. On January 17 the Board of Commissioners determined Trail Dynamics to be the most qualified contractor. Also, the Board directed TDA staff and the county attorney to prepare a contract with Trail Dynamics and return to the Board of Commissioners for approval. Attached is the contract that has been approved by both the county attorney and Trail Dynamics.

Recommendation

- Accept contract as prepared by the county attorney

This instrument drawn by: Eggers, Eggers, Eggers and Eggers, PLLC,
Attorneys at Law, Boone, North Carolina 28607

STATE OF NORTH CAROLINA

CONTRACT

COUNTY OF WATAUGA

THIS AGREEMENT, made and entered into this the 21st day of February, 2012, by and between Trail Dynamics, LLC (hereinafter referred to as "Trail Dynamics, LLC"), and Watauga County (hereinafter referred to as "County");

The County, being the owner of a 185 acre tract of land located in Watauga County known as Rocky Knob Park located near the town of Boone, County of Watauga, North Carolina, upon which it is desirous of constructing a bike skills facility within an approximately 50 yard by 50 yard wooded area, as more particularly described in the request for proposals issued by Watauga County for this project and the Statement of Qualifications and Proposal submitted by Trail Dynamics for this project;

WITNESSETH:

WHEREAS, Trail Dynamics, LLC is a North Carolina limited liability company with its principal place of business in Cedar Mountain, North Carolina which specializes in the design, development, and management of trails, and bike park facilities; and

WHEREAS, Watauga County is the Owner of 185 wooded acres located on Scenic Byway 421 just east of the Town of Boone, which is known as Rocky Knob Park; and

WHEREAS, the Watauga County Tourism Development Authority (WCTDA) is working to make the Boone Area a top outdoor recreation destination in the United States; and

WHEREAS, the proposed park plans call for the construction of a bike skills facility within an approximately minimum 50 yard by 50 yard wooden area consistent with the environment and other facilities at Rocky Knob Park; and

WHEREAS, Trail Dynamics, LLC was determined to be the most qualified bidder by the Watauga County Board of Commissioners at their meeting on January 17, 2012 for this project at \$35,000.00, which has been determined by Watauga County to be a reasonable price for the work to be performed; and

WHEREAS, the purpose of this contract is for Trail Dynamics, LLC to work on this project to completion and to represent and advocate for the County's interests among subcontractors, contractors, volunteers, and suppliers in construction of the bike skills facility.

NOW, THEREFORE, the County and Trail Dynamics, LLC, in mutual consideration of the terms and conditions set forth herein, and upon the recitals set forth above, the parties hereby agree as follows:

1. Trail Dynamics, LLC shall fully construct and install the bike skills facility in accordance with the bid specifications and proposal, not inconsistent with the terms contained herein. Trail Dynamics, LLC shall work on this project to completion and represent and advocate for the County's interests among subcontractors, contractors, volunteers, and suppliers in construction of the bike skills facility. Prior to beginning work, Trail Dynamics, LLC shall provide drawings and maps to Eric Woolridge of how it intends to incorporate the following necessary components using site specific features which take advantage of the unique landscape features present in the proposed skills area. These plans shall be to the satisfaction of Eric Woolridge.

At a minimum, the bike skills facility will include distinctively different lines for different difficulty levels and shall include the following:

- A. A gravity fed PBJ (pump, berms, and jump) trail. This flow and rhythm trail will take off from the saddle under the power line and tie in low in the trail system to take advantage of as much gravity-fed trail as possible. This trail will have wider spec (5-6 feet in width) to allow for faster speeds and bigger jumps and table tops; all downhill, and thus a true gravity-fed experience.
- B. A mini skills area located in the saddle area and power-line corridor. This would serve as a warm-up for the larger progression-based skills area.
- C. A larger progression-based skills area located between the power-line corridor and Lower Knob Trail. This area would feature several levels of difficulty and slightly higher consequence for failure as the different routes step up in challenge. Difficulty levels will be clearly marked and risk will be open and obvious and adhering to best practices as accepted by bike park builders. Access will be controlled through one entry point and access trail. Additional warning signage will be developed and installed by Trail Dynamics, LLC. Trail Dynamics will also recommend/design and install a kiosk and place recommended warning signs and other information such as a schematic drawing of the area. In addition, Trail Dynamics shall provide to Watauga County a schematic drawing of the area showing recommended places for display of warning signs and other information.

Overall risk strategy will be developed and implemented during the design and development phase. Risk management components shall include: controlled access into larger skills area with proper warning signage, design/built wood structures using best practices including high texture rough cut wood for traction, appropriately built trail features based on difficulty level, and training for on-going management of skills area. Trail Dynamics shall additionally work on the access road leading from landfill area to the saddle as this is a key access route for emergency vehicles in the event of an accident in the skills area or on the Upper Knob trails. On the access road, Trail Dynamics shall install broad based dips and shall improve the long-term sustainability of this important emergency access corridor as part of a risk-management plan.

The entire construction project, inclusive of the materials to be supplied by Trail Dynamics, LLC shall be for a sum not to exceed thirty-five thousand (\$35,000.00) dollars, which shall include all fees and expenses of Trail Dynamics, LLC, all materials necessary to build the bike skills facility to completion, and all necessary design services and engineering to the satisfaction of the County. Only materials of the highest quality shall be supplied or used in construction, and all lumber used shall be custom ordered rough cut (CCA treated) and shall not be stock lumber. Framing material for wood features shall consist of 3 x 10 rough cut, timber round poles of various sizes (depending on spans). All decking for elevated structures shall be stronger rough cut true dimension 2 x 6 boards (for traction and a more rustic look). Tread width for raised timber structures shall vary according to trail feature difficulty, height off of ground, and fall considerations. If railings are needed, the design and implementation of such railings shall be executed in such a way that the railing itself does not become a hazard to riders (railing width and height shall be specifically calculated to mitigate risk). All features of the bike skills facility shall follow commonly accepted (by PTBA bike park builders across the US) best practices. Best practices include: use of rough cut decking for better traction of mountain bike tires, beveled edges on decking to reduce cutting type injuries in cases of falls, appropriate deck tread widths commensurate with feature height and fall zone considerations, etc. Trail Dynamics, LLC agrees to exercise a fiduciary duty to County to see that all materials used are of highest quality, and that all work performed by subcontractors, agents, volunteers, or employees is performed in a workmanlike fashion, free of defect, and in a manner so as to meet the specifications provided for in the request for proposals and proposal bid submission. Trail Dynamics, LLC agrees to reject and to immediately notify county if any materials supplied by any entity or individual, or if any work performed by any subcontractor, agent, employee, volunteer, or professional is not in keeping with the highest standards of workmanlike performance and to exercise a fiduciary duty with respect to ensuring that County's best interests in this project are protected. The price above includes the costs of any and all additional consultants, subcontractors, or others on behalf of Trail Dynamics, LLC, including but not limited to all costs associated with any work performed by licensed NC engineers and excavators who shall act as subcontractors of Trail Dynamics, LLC.

2. No work shall commence or proceed on additional features other than the bike skills facility as set forth herein unless such work is authorized in writing and signed by the County and Trail Dynamics, LLC which shall include a detailed statement of the additions to be performed and the amount of time to be spent on the additional features. In no event shall the total project costs, inclusive of any change orders, exceed the total sum of thirty-five thousand dollars (\$35,000.00).

3. Watauga County shall pay Trail Dynamics, LLC \$5,000.00 upon the execution of this contract for all materials, including lumber, hardware, and other needed items. Watauga County shall pay Trail Dynamics, LLC \$4,000.00, upon Eric Woolridge's approval of the planning and design work. The planning and design phase shall include MOB, lodging, food, and three to five days of field work. Upon completion of the PBJ trail to Eric Woolridge's satisfaction, county shall pay \$3,000.00. Upon completion of the Mini-Skills area to Eric Woolridge's satisfaction, county shall pay \$2,000.00. For follow up and post-construction work with BAC and TDA staff on risk management, training on risk management protocol, including training of Eric Woolridge and volunteers on needed safety inspections, signage program, and to-scale detailed diagram of the signage program to Eric Woolridge's satisfaction, county shall pay \$1000.00. Upon completion of the total job, including the Main Skills area, to Eric Woolridge's satisfaction, county shall pay \$20,000.00.

Trail Dynamics, LLC shall pay all employees, agents, and subcontractors, including but not limited to excavators and licensed NC engineers for work performed on this project.

4. Trail Dynamics, LLC shall contract the bike skills facility consistent with the following requirements:
 - A. The bike skills facility must provide at least 50 yard by 50 yard of activity area for different levels of challenges for children and adults of different ages and skill levels.

 - B. The bike skills facility must be constructed of ladder bridges, skinnies, log rides, rock drops and rollers, flow and rhythm pumping apparatus and must make use of rock and custom ordered rough cut wood and other materials appropriate for a bike skills facility. The bike skills facility must be consistent with best practices in the industry and comply with all required safety regulations for public bike skills facilities used by children and adults of varying skill levels, ages, and abilities. The bike skills facility must also be created in such a way that it allows for minimum maintenance and repair by the County.

 - C. The bike skills facility must include risk management strategy including appropriate signage, risk assessment, a detailed map for placement of appropriate signage, and

- training for volunteers and county employees in risk management and safety inspections.
- D. Trail Dynamics, LLC shall, in addition to the work set forth herein, inspect the finished work at least yearly at an annual fee of no more than \$800.00, and shall prepare a report which addresses the structural analysis of the bike skills facility and any adjustments necessary for the events for at least three years.
5. Watauga County designates Eric Woolridge as the Project Manager for this project on behalf of the County. As such, only Eric Woolridge or his duly appointed successor as named by the Watauga County Board of Commissioners, may act to sign any change orders relating to this project. However, in no event does Eric Woolridge have authority to increase the total contract price, including change orders, to exceed the total sum of thirty-five thousand dollars (\$35,000.00), without prior written approval from the Watauga County Manager.
 6. Trail Dynamics, LLC shall submit records of payment for materials and payments to subcontractors for the work described herein on a monthly basis to Watauga County on a monthly basis to Margaret Pierce, the Watauga County Finance Officer, at margaret.pierce@watgov.org, with a copy of the invoice to Eric Woolridge at eric@exploreboonearea.com. Payment shall be due and payable upon the date of signed approval by Eric Woolridge on behalf of Watauga County. At all times relevant to this contract, Trail Dynamics, LLC shall keep and maintain records for construction units and other daily work for comparison with the County's records.
 7. Trail Dynamics, LLC agrees to complete this project by May 15, 2013. It is the responsibility of Trail Dynamics, LLC to complete this project as scheduled and time is of the essence in the performance of this contract. If for any reason it appears that this project will be delayed, Trail Dynamics, LLC shall notify the County, in writing, as soon as possible with an explanation of the reason(s) for the delay. If the delay(s) is approved by the County, the schedule may be modified and the agreement amended. Both failure to give the required notification of delay and failure to meet the completion deadline shall constitute failure to perform in accordance with the terms of this agreement and the agreement may be terminated in accordance with this agreement.
 8. This Contract is entered into in Watauga County, North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. The parties hereby agree that Watauga County, North Carolina is an appropriate venue for the resolution of any disputes arising as a result of this contract. If a dispute arises out of or relates to the Contract which cannot be resolved informally between the parties, the parties agree to conduct pre-litigation mediation, consistent with the rules of Mediated Settlement

Conferences for the Superior Court of North Carolina, prior to the filing of any suit arising out of this Contract.

9. Watauga County shall cooperate with Trail Dynamics, LLC to coordinate the completion of this project, and shall specifically coordinate all meetings with County staff, interested associations, and the public involvement on this project.
10. In addition to the terms set forth above, Trail Dynamics, LLC shall:
 - A. Consult with the County to ascertain the requirements of the project and shall confirm such requirements to the County.
 - B. Prepare and file the required documents for the approval of governmental authorities having jurisdiction over the project for purposes of obtaining any necessary construction permits.
 - C. Establish and conduct a regular schedule of meetings between Trail Dynamics, LLC and the County. Such meetings shall be maintained throughout the entire construction period and shall be for the primary purpose of assessing the progress of the work and recommending such remedial actions as are necessary to maintain progress and to complete the project within the contract time.
 - D. Process and approve, or take other appropriate action in respect of, progress schedules, shop drawings and other required submissions promptly.
 - E. Prepare change orders as required, and have such change orders properly executed and approved before beginning work on account thereof.
 - F. Submit all necessary documentation involving compliance with minority business utilization commitments to the County relating to any subcontractors utilized by Trail Dynamics, LLC.
 - G. Provide general administration of the performance of volunteer management, construction contracts, including inspection and continuous liaison of the work to ensure compliance with plans and specifications, which inspection shall be by qualified and mutually agreed upon representatives of Trail Dynamics, LLC as often as necessary to ensure compliance with plans and specifications.
 - H. Assist the County in risk management and signage program implementation, scheduling and conducting final inspection of the project, and coordinating the date for such inspection with the County.

- I. Assemble written guarantees, affidavits, manuals of inspection for operation, if applicable, and other required and closing papers; obtain certificates of final completion, certificates of compliance from all consultants whose seal appear on the plans and specifications if required by G.S. 133-1.1; final certificates for payment; and set date for beginning of the guarantee period, forwarding all closing papers to the County.
11. Trail Dynamics, LLC agrees that its representatives on the construction project shall be qualified by training and experience to make decisions and interpretations of plans and specifications. All such decisions and interpretations shall be binding upon Trail Dynamics, LLC as if made by it; all such decisions shall be confirmed in writing at the earliest reasonable date, with copies to the County, conditioned that such decisions and interpretations shall not modify adversely the requirements of the contract documents; Trail Dynamics, LLC's representatives shall be replaced promptly and without protest at the request of the County, if in the opinion of the County, such representatives are either negligent or unqualified to perform their duties.
 12. Upon completion of the project Trail Dynamics, LLC shall deliver the Aas built@ drawings to the County, and Trail Dynamics, LLC warrants such plans shall conform to the final project as constructed.
 13. Trail Dynamics, LLC shall be responsible for all administrative costs related to the project, including, but not limited to, the following:
 - A. Providing required number of plans and specifications for review for all agencies involved in the project;
 - B. Paying all cost of handling, mailing, etc., of plans and specifications to any sub-contractors of Trail Dynamics, LLC;
 - C. Paying for all telephone calls, travel, administrative overhead cost and any other expense incurred by Trail Dynamics, LLC;
 - D. Provide and maintain, at Trail Dynamics, LLC's expense, such insurance as will protect Trail Dynamics, LLC and the County from claims under the Workman= Compensation Act and such comprehensive general liability insurance as will protect the County and Trail Dynamics, LLC from all claims for bodily injury, death, or property damage which may arise from the performance of Trail Dynamics, LLC or by Trail Dynamics, LLC's employees during the course of Trail Dynamics, LLC's functions and services required under this Agreement, such insurance being in amounts of at least one million dollars (\$1,000,000.00) for general liability insurance per occurrence and workers compensation coverage of at least five hundred thousand

- dollars (\$500,000.00) per occurrence. While onsite and utilizing volunteer labor, Trail Dynamics, LLC shall also require volunteers to sign a waiver of any and all liability as to Trail Dynamics, LLC and Watauga County. Said waiver shall be provided by Watauga County. Trail Dynamics, LLC shall also ensure that no minors shall act as volunteers in construction of this project. Trail Dynamics, LLC shall insure all materials and the premises and structure that are the subject of this contract, that is, the bike skills facility, until completion of the project and final payment by County. Trail Dynamics, LLC shall list Watauga County as an additional insured for the duration of this work. Copies of these policies shall be provided Watauga County's project manager, Eric Woolridge, and Margaret Pierce, County Finance Director.
14. All materials provided by Trail Dynamics, LLC, or any other party shall be free from liens, encumbrances, and claims of any individual, partnership, corporation, or entity. Trail Dynamics, LLC hereby waives any and all claims of liens related to this project on behalf of itself or its subcontractors.
 15. Time is of the essence in the completion of this project.
 16. Trail Dynamics, LLC agrees to indemnify and hold harmless the County, of any and all liability arising from any breach of contract or any other action related to, or incidental to, the performance of this contract.
 17. Trail Dynamics, LLC warrants the materials used in this project to be of highest quality and fit and proper for the purposes which they are to be used. Where specifications are general in nature, all materials are to be equal to or exceed those specified. Trail Dynamics, LLC further warrants that all work will be completed in a workmanlike manner according to the highest standards and guaranteed to be free from defect due to inferior installation or construction. Trail Dynamics, LLC further warrants that the facility shall be free from structural defects and defects in workmanship under normal use and service, for a period of two years after the date of installation and acceptance by the County.
 18. Watauga County shall not be responsible for incidental or consequential damages as a result of any breach of this contract, or for any Acts of God, fire, riot, war, civil unrest, or impossibility beyond the control of the County.
 19. Records of Trail Dynamics, LLC's personnel, consultants, additional services and expenses pertaining to the project, and records of accounts between the County and other parties shall be kept on a generally recognized account basis, and all such records shall be available to the County or its authorized representative at mutually convenient times.

20. All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this contract shall become the sole property of Watauga County.
21. In event of termination, Trail Dynamics, LLC shall receive payment for services rendered prior to the receipt of written termination notice from the County. Any work done by Trail Dynamics, LLC and any materials delivered by Trail Dynamics, LLC or any other supplier prior to termination shall become the property of the County.
22. In the event notices are to be sent to either party under this agreement, such notices will be sent to the following addresses by regular mail, with adequate postage attached thereto:

Watauga County

Attn: County Manager
 814 West King St., Ste. 205
 Boone, NC 28607

Trail Dynamics, LLC

c/o Woody Keen, President
 PO Box 664
 Cedar Mountain, NC 28718

23. Trail Dynamics, LLC may contract with subcontractors for the completion of its work. A copy of each subcontracting party=s agreement shall be provided to Watauga County. Trail Dynamics, LLC agrees that it shall be responsible for the work of any volunteers and its subcontractors as though it were performing each and every act itself in which a volunteer or subcontractor engages, whether authorized by Trail Dynamics, LLC or otherwise.
24. The County and Trail Dynamics, LLC each binds themselves, their partners, successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this agreement. Neither the County nor Trail Dynamics, LLC shall assign, sublet or transfer its interest in this agreement without the written consent of the other.
25. This agreement, together with the attached Exhibits, Exhibit A (Request for Proposals) and Exhibit B (Proposal of Trail Dynamics, LLC), represents the entire and integrated agreement, between the County and Trail Dynamics, LLC and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written contract. To the extent anything contained in either of the Exhibits conflicts with any provision of this contract, the terms of this contract shall control over the terms of the Exhibits. The Request for Proposals shall control over the Proposal of Trail Dynamics, LLC Journeys.

26. If any provision of this contract is unenforceable, invalid, or illegal, the remaining provisions will continue in full force and effect.

27. In the event that any incorporated documents conflict with the terms and conditions of this contract, the terms and conditions set forth in this document shall control.

IN WITNESS WHEREOF the County and Trail Dynamics, LLC have executed this Agreement, the day and year first above written.

COUNTY OF WATAUGA

TRAIL DYNAMICS, LLC.

By: _____
Nathan A. Miller, Chairman
Watauga County Board of Commissioners

By: _____
Woody Keen, President
Authorized Representative

ATTEST:

By: _____
Anita J. Fogle, Clerk to the Board

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Margaret Pierce, Finance Officer
Watauga County

Date: _____

AGENDA ITEM 5:

**SANITATION DEPARTMENT RECYCLING CENTER'S GRANT APPLICATION
REQUEST FOR PURCHASE OF FORKLIFT**

MANAGER'S COMMENTS:

Ms. Lisa Doty, Recycling Coordinator, will request authorization to apply for a grant from the North Carolina Department of Environment and Natural Resources to purchase a new forklift to assist with the County's recycling effort. If awarded, the new forklift will replace the 1991 model currently in use.

The initial quote for replacement of the equipment is \$34,051 with a County match of \$5,675.16. However, if the Board approves applying for the grant, staff will solicit additional bids for the forklift. Additional revenue will be recognized in the sale of fixed assets to cover the County match.

Staff seeks direction from the Board for authorization to submit the grant application.

**Watauga County Sanitation
Recycling Office**

Memo

To: Deron Geouque
From: Lisa Doty, Recycling Coordinator
CC: JV Potter
Date: February 14, 2012
Re: Request for Permission to Apply for Grant to Purchase a Forklift

This is a request to apply for grant funds from the North Carolina Department of Environment and Natural Resources "2012 Community Waste Reduction and Recycling Grant" to purchase a new forklift for the recycling program operation. The current forklift is a 1991 Toyota forklift with 9,415 hours. The forklift is used in the daily operation of the recycling program.

Total cost of forklift:	\$34,051.00 (see attached quote)
Total proposed grant request:	\$28,375.84
County Match:	\$ 5,675.16

Distributions from the \$2 per ton tip fee tax may be used to cover cash match requirements.



Vesco Toyotalift
921 18th Street Pl NW
Hickory, NC 28601-3347
Phone: 828-322-2105
Fax: 828-322-3998
www.vescoforklifts.com

February 14, 2012

Watauga County Sanitation
336 Landfill Rd
Boone, NC 28607-9568

We are pleased to submit the attached Toyota Diesel Powered Lift Truck quotation for your review and approval.

As an authorized Toyota dealer, Vesco Toyotalift can provide the high-quality equipment and service you would expect from the worlds leading lift truck manufacturer. This quotation reflects our understanding of your lift truck needs, combined with a careful configuration of the appropriate equipment and options.

To place your order, please sign and date the quotation where indicated and return to me. If you have any questions, please contact me.

Thank you for your interest in our company and our Toyota products. We look forward to being of valuable service to you for your material handling needs.

Sincerely,

Chuck Adams
Vice President
Phone: 828-322-2105
Fax: 828-322-3998
E-mail: chuckadams@vescoforklifts.com

encl

To: Watauga County Sanitation
336 Landfill Rd
Boone, NC 28607-9568
Attn: J B Potter

Date: February 14, 2012
Our Ref: 40251969

We respectfully submit this quotation for the following NEW Toyota Diesel Powered Lift Truck (1 each):

Toyota...Proud to be the world's #1 lift truck manufacturer!

TOYOTA MODEL 8FDU30, Diesel Lift Truck, quality engineered with the following specification:

- Pneumatic Tires
- Diesel Powered

SYSTEM OF ACTIVE STABILITY™ (SAS)

Toyota's industry exclusive System of Active Stability (SAS) helps reduce lift truck instability by electronically monitoring and controlling various functions of the lift truck.

- **Active Control Rear Stabilizer:** Various lift truck sensors simultaneously monitor vehicle speed, fork height, load weight, and vehicle yaw (or angular acceleration). Should the operator inadvertently place the truck in a potentially unstable lateral condition, the sensors trigger the SAS controller to activate the Active Control Rear Stabilizer to help reduce the likelihood of a lateral tip over. (Note: Does not apply to dual drive configured models)
- **Active Mast Function Controller (AMC):** Should the operator inadvertently place the lift truck in a potentially unstable longitudinal condition, these same sensors trigger the SAS controller to activate the AMC, which limits forward tilt and/or tilt back speed to help reduce the likelihood of a longitudinal tip over.



Photo may portray optional equipment not included in your quotation.

AUTOMATIC FORK LEVELING

Toyota's Automatic Fork Leveling feature increases productivity while reducing damage with a push of a button. By depressing the Automatic Fork Leveling button during forward tilt, operators are quickly and easily able to level the forks.

TOYOTA ENGINE

Engineered to the highest standards of quality, durability, and reliability, your Toyota 8-Series lift truck is outfitted with the industry's most respected industrial engines.

ULTRA COMFORT 4-WAY ADJUSTABLE, FULL SUSPENSION SEAT WITH NON CINCHING SEAT BELT

Operator comfort is taken to a new level with Toyota's Ultra Comfort 4-way adjustable, full suspension vinyl seat. With lumbar, weight, tilt, and almost 6 inches of fore/aft adjustability, your operators will be comfortable and productive throughout their shift. Standard Non-cinching seat belts provide additional comfort in applications requiring frequent reverse travel.

Mast 3-Stage (FSV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation. Mast specifications:
Maximum Fork Height - **187"**
Overall Lowered Height - 89.2" (Overhead Guard Height - 85.50")
Free Lift - 41.2" with standard Load Backrest

Lifting Capacity **Base Model Capacity - 6,000 lbs. @ 24" load center**
Actual Capacity, based on quoted specifications, - 5,670 lbs. @ 24" load center to 187" MFH

Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.

Tilt 6 degrees forward and 6 degrees backwards

Carriage ITA Hook-type, 42" Carriage

Forks **Forks 48" x 5" x 1.8" Class III**

Load Backrest 48" High Load Backrest

Attachments **Cascade 42" Hang-On Sideshifter (Includes 3rd Function Internal Hosing)**

Speeds Travel Speed: 12.10 mph. Lift Speed: 98 fpm.

Engine Toyota 2.5L 1DZ-III Industrial Diesel Engine
152 cubic inch displacement, 4 cylinder, overhead valve (OHV)
Net Torque Rating (SAE ft-lb): 116 @ 2500 rpm
Net Horsepower Rating (SAE HP): 55 @ 2500 rpm

Transmission Automatic Transmission
1 speed forward, 1 speed reverse standard.

Steering Hydrostatic Power Steering

Wheels and Tires Front Tires: 28x9-15-12PR (Pneumatic)
Rear Tires: 6.50-10-10PR (Pneumatic)

Additional Equipment **Strobe Light (Yellow)**
Radiator Screen
Back-up Alarm
Transmission Protection Plate (Skid Plate)
Steel Cab (6° Back Tilt)
Solid Pneumatic Tires - Front
Rear Solid Pneumatic Tires - Including Rear Side Ring Wheels

Other Outstanding

- Operator Presence Sensing System (OPSS)
- Fully Stamped Steel Side Panels

- Toyota Features**
- Overly Spacious Leg Room
 - Weather Protected Electrical System
 - Unparalleled Fork Tip Visibility
 - Foot Activated Park Brake with High Mount Release
 - Adjustable Headlights with Guards
 - Electronic Shift Control
 - 7" Cyclone Air Cleaner
 - Fully Insulated Stamped Steel Engine Hood
 - Dual Operator Assist Grips
 - Oversized Cup Holder and Amenity Tray
 - Heavy Duty, Non-Slip Rubber Floor Mat
 - Automotive Style Headlight Switch

Some standard items listed within this quotation may be replaced or altered due to optional equipment.

Warranty 12 Months or 2,000 hours whichever occurs first: Basic
24 Months or 4,000 hours whichever occurs first: Powertrain

Warranty coverage for non-standard option components will be covered by the manufacturer of that component and not covered under the Toyota lift truck standard or powertrain warranty.

We offer a Toyota factory authorized warranty on all new Toyota Industrial Equipment.

Investment	Price-Toyota Model 8FDU30 as specified above:	\$34,051	Each
	Net Price: (plus tax)	\$34,051	Each

Financing and Maintenance A broad range of competitive and flexible financing options are available through Toyota. Financing requires credit approval. Terms and conditions are subject to change.

In addition, Full Maintenance and Planned Maintenance programs are available.

Terms and Conditions

Payment: Net 10 days / Cash or Financed
Delivery: Will advise at time of order.
F.O.B.: Delivered
Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.
Lease offerings subject to credit approval
Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors. Some options and configurations may void UL. Conditions subject to change to those in effect at time of delivery.
Your signature on this proposal constitutes an order.
Please contact your Toyota sales representative for additional information.

California Users When operated in California, any offroad diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to

retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

Sincerely,
Vesco Toyotalift

Accepted:
Watauga County Sanitation

Cash Price \$ _____
Financed Payment \$ _____ *Per Month* _____ *Months*

By: _____

By: _____

Name: Chuck Adams

Name: _____

Title: Vice President

Title: _____

Date: _____

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AGENDA ITEM 6:

BUDGET AMENDMENTS

MANAGER'S COMMENTS:

Ms. Margaret Pierce, Finance Director, will review budget amendments as included in your packet.

Board approval is requested.



WATAUGA COUNTY FINANCE OFFICE

814 West King St., Room 216 - Boone, NC 28607 - Phone (828) 265-8007 Fax (828) 265-8006

MEMORANDUM

TO: Deron Geouque, County Manager
FROM: Margaret Pierce, Finance Director
SUBJECT: Budget Amendments-FY 2011/12
DATE: February 21, 2012

The following budget amendments require approval of the Watauga County Board of Commissioners.

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103300-345000	Elderly/Disabled Trans Grant	\$4,000	
105550-431301	Elderly/Disabled Trans Grant-POA	\$2,500	
104500-469846	Elderly/Disabled Trans Grant-WO		\$5,000
104500-469845	Elderly/Disabled Trans Grant-NRBH		\$1,500
143300-345000	Elderly/Disabled Trans Grant		\$4,000
145310-469845	Elderly/ Disabled Trans Grant-DSS	\$4,000	

Based on spending within programs for the first 7 months, the ROAP grant recipients have requested the funding be reallocated to meet existing service levels. This will transfer some additional funding to POA and DSS to allow services to continue at reduced levels.

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103300-349602	Rural Center EDC Grant		\$44,843
104920-463002	EDC Jobs Creation Grant	\$44,843	

Per Board action 12-20-11; to recognize the grant with the NC Rural Center Economic Development Program For Building Reuse and Restoration. Local match is provided by Joe Furman's administrative time.

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
143839-389000	Administrative Cost Reimbursements		\$101,416
145480-438800	Crisis Intervention Payment	\$81,515	
145410-440002	Low Income Home Energy Asst.	\$19,901	

To recognize change in funding allocations from the state for two energy programs and administrative funds.

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
283102-312110	Tax Revenue Deep Gap Fire Dist		\$16,900
284340-469910	Deep Gap Fire Dist	\$16,900	
283102-312109	Tax Revenue Meat Camp Fire Dist		\$16,000
284340-469909	Meat Camp Fire Dist	\$16,000	
283102-312108	Tax Revenue Shawneehaw Fire Dist		\$5,600
284340-469908	Shawneehaw Fire Dist	\$5,600	
283102-312107	Tax Revenue Cove Creek Fire Dist		\$9,200
284340-469907	Cove Creek Fire Dist	\$9,200	
283102-312106	Tax Revenue Zionville Fire Dist		\$3,300
284340-469906	Zionville Fire Dist	\$3,300	
283102-312105	Tax Revenue St Simmons Fire Dist		\$11,500
284340-469905	St Simmons Fire Dist	\$11,500	
283102-312104	Tax Revenue Beaver Dam Fire Dist		\$3,000
284340-469904	Beaver Dam Fire Dist	\$3,000	
283102-312101	Tax Revenue Foscoe Fire Dist		\$12,000
284340-469901	Foscoe Fire Dist	\$12,000	
243102-312101	Tax Revenue Foscoe Service Dist		\$3,700
244340-469901	Foscoe Service Dist	\$3,700	
243102-312105	Tax Revenue Beech Mtn Service Dist		\$400
244340-469998	Beech Mtn Service Dist	\$400	
243102-312107	Tax Revenue Cove Creek Service Dist		\$10
244340-469907	Cove Creek Service Dist	\$10	
243102-312100	Tax Revenue Boone Rural Fire Dist		\$41,200
244340-469905	Boone Rural Fire Dist	\$41,200	

To recognize additional fire tax district revenues and payments due to fire departments.

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103300-343314	Hazardous Materials Training Grant		\$5,000
104330-449902	HazMat Training Exercise Grant	\$5,000	

Per Board action 2-7-12; to recognize the grant with NC Emergency Response Commission for Hazardous Materials Emergency Planning. There is no County match required.

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AGENDA ITEM 7:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. USDA's Proposed Lease Request for the Location of the Watauga/ Avery County Service Center*****MANAGER'S COMMENTS:**

At the January 17, 2012, Board meeting, approval was given to renew the USDA lease for office space at the existing rate of \$10.00 per square foot for a ten (10) year term. Upon additional conversations with USDA personnel, the proposal originally sent to the County did not allow for a simple renewal but rather required the County to submit a "Request for Lease Proposal" as if it were a new lease. As such, the new lease includes requirements for improvements and services, at the County's expense, that were not included as part of the initial lease agreement. The additional costs are included in Mr. Marsh's memo.

The previous lease did not cover the County's cost for utilities, maintenance and janitorial services. Based on the new lease, the County will request reimbursement for the office space and services provided to the USDA. The actual space, currently leased, is 2,200 square feet, not the 1,718 square feet figure referenced at the January meeting. The square footage may change, depending on USDA's measurement and calculation, which may reduce the lease amount. The current market rate, not including utilities and maintenance services, is \$10 to \$16 per square foot.

Staff recommends authorizing the submission of a "Request for Lease Proposal" to the USDA in the amount of \$18.47 per square foot, for a total annual amount of \$40,624, based upon office space, utilities, maintenance services, and improvements as required by the USDA.

Board direction is requested.



WATAUGA COUNTY

MAINTENANCE DEPARTMENT

969 West King St., Boone, NC 28607 - Phone (828) 264-1430
 Fax (828) 264-1473

TO: Deron Geouque, County Manager
 FROM: Robert Marsh, Maintenance Director
 SUBJECT: FSA Office, Agricultural Services Center, 971 West King Street
 DATE: February 15, 2012

BACKGROUND

In 1996 FSA ask the Commissioners to build an addition of approximately 2,000 square feet onto the Agricultural Services Center. The Commissioners hired Mr. Bill Dixon, Appalachian Architecture to provide design services for the new addition. Bids for the project were received and a Bid Award was made to Hunter Construction for \$322,940 at the August 4, 1997 Commissioners' Meeting. Construction was completed in 1998. The County agreed to lease the office space to FSA for \$10.00 per square foot for a five year term. In addition, the County agreed to provide cleaning, utilities and maintenance services.

STAFF RECOMMENDATION:

The current lease for the Watauga/Avery FSA Office, located inside the Agricultural Services Center, expires this year. We have received a renewal contract in the form of a "Request for Lease Proposal" from the USDA Office in Washington, DC. The Proposal includes requirements for improvements and services that were not included as part of the initial lease agreement. Staff recommends the new annual lease rate to be \$18.47 per square based upon the costs detailed below.

Farm Services Agency
 Cost Survey
 February 15, 2012

Prepared by: Robert Marsh

Required Tenant improvements for the term of the 10 year lease:

2012 Improvements – Data and Telephone Equipment room \$ 13,800

2017 Maintenance – Painting and Carpet \$ 7,500

TOTAL IMPROVEMENTS \$ 21,300

Annual Operating Expenses

Custodial service, maintenance and utilities (10 years) \$120,937

TOTAL EXPENSES \$142,237

Market rate for office space - \$12/sf x 2,200 sf x 10 years \$264,000

TOTAL COST OF 10 YEAR LEASE \$406,237

Annual payment to Watauga County \$40,624

Annual Square Foot Rate \$ 18.47

Isaacs, Gay - FSA, Boone, NC

From: Zink, Charles - FSA, Marshall, NC
Sent: Monday, January 09, 2012 12:21 PM
To: Isaacs, Gay - FSA, Boone, NC
Subject: FW: Watauga-Avery County
Attachments: watauga-avery.pdf
Signed By: CHARLES.ZINK@NC.USDA.GOV

Gay,
 Attached is the extension of time to complete the Lease Agreement. Make a copy and take to the County Manager. Have them fill in blocks 9, 10A, 10B, 10C, and 10D. All this does is gives an extension of time to complete the Lease. I will get it to Erica when I come Wednesday.
 Charlie

Charles E. Zink, CED
 Madison County FSA Office
 (828)649-2712
charles.zink@nc.usda.gov

-----Original Message-----

From: Robinson, Erica - FSA, Washington, DC
Sent: Monday, January 09, 2012 12:09 PM
To: Zink, Charles - FSA, Marshall, NC
Cc: Kimball, Waynette - FSA, Raleigh, NC; Johnson, Ernestine - FSA, St. Louis, MO
Subject: Watauga-Avery County

Good Afternoon, Mr. Zink:

Per our earlier discussion, I have attached an Amendment of Solicitation (OF-309) document and a cover letter granting your request for an extension. The submission date for offers has been modified from January 13, 2012 to February 17, 2012.

Please have the Lessor acknowledge the amendment by completing the Amendment of Solicitation document in section II and return with RLP package.

If you have any questions, please do not hesitate to contact me.

Respectfully,

Erica Robinson
 Realty Specialist
 USDA/FSA/MSD
 1400 Independence Ave., SW
 Mailstop 0562
 Washington, DC 20250-0590
 (202) 720-1544 (direct)
 (202) 690-4790 (fax)

UNITED STATES
DEPARTMENT
AGRICULTURE

Farm
Service
Agency

Watauga/Avery County FSA Office
PO Box 632DTS
Boone, NC 28607

To: Deron T. Geouque, County Manager
Watauga County

Date: January 5, 2012

From: Charles E. Zink, CED
Watauga/Avery County FSA Office

Subj: Lease Proposal for Watauga/Avery County Service Center

On December 15, 2011, Erica Robinson, Real Property Leasing Officer, sent you a lease proposal for the Watauga/Avery County USDA Service Center. The lease for the Service Center will be approved by her but I am your local contact for any questions regarding the lease.

I request to be put on the Agenda for the Commissioners meeting for January 17, 2012 to answer any questions they have regarding the lease.

I brief summary USDA wants to keep the current space it has (1718 square feet) with the current price (\$10 per square foot). \$17,180.00 is the current annual rent paid. Payments would be monthly in the amount of \$1,431.67.

Please email me at charles.zink@nc.usda.gov to confirm that I have been placed on the Agenda.

Thank you,



Charles E. Zink, CED
Watauga/Avery County FSA Office



United States
Department of
Agriculture

January 09, 2012

Farm and Foreign
Agricultural
Services

Farm Service
Agency

Management
Services Division

355 E Street SW,
10th Floor,
Washington, DC
20224

WATAUGA COUNTY COMMISSIONERS
Suite 1, Courthouse
Boone, NC 28607

SUBJECT: REQUEST FOR LEASE PROPOSALS FOR WATAUGA-AVERY
COUNTY (BOONE) NORTH CAROLINA, USDA SERVICE CENTER

Dear Sir or Madam:

USPS Address:

USDA-FSA-MSD
Mail Stop 0562
1400 Independence
Ave SW
Washington, DC
20250-0590

Please find enclosed an OF-309, Amendment of Solicitation, describing the
Government's intent to modify the submission date for offers from January 13, 2012 to
February 17, 2012.

If you have any questions, please contact Realty Specialist, Erica Robinson 202-720-
1544 or email at Erica.Robinson@wdc.usda.gov.

Sincerely,

Erica Robinson
Real Property Realty Specialist

Attachment



AMENDMENT OF SOLICITATION <i>(Negotiated Procurements)</i>	PAGE 1	OF 1	PAGES 1
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NOTICE: Offerors must acknowledge receipt of this amendment in writing, by the date and time specified for proposal submissions or the date and time specified in Block 6, whichever is later. IF YOUR ACKNOWLEDGMENT IS NOT RECEIVED AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME, YOUR OFFER MAY BE REJECTED. If by virtue of this amendment, you wish to change your offer, such change must make reference to the solicitation and this amendment and be received prior to the date and time specified in Block 6.

I. AMENDMENT			
1. SOLICITATION NUMBER	2. SOLICITATION DATE	3. AMENDMENT NUMBER	4. AMENDMENT DATE
37189-Watauga-Avery-01	01/13/2012	1	01/09/2012
5. ISSUED BY Erica Robinson USDA-FSA-MSD Mail Stop 0562 1400 Independence Ave SW Washington, DC 20250-0590		6. DUE DATE THIS AMENDMENT DOES NOT CHANGE THE DATE BY WHICH OFFERS ARE DUE UNLESS A DATE AND TIME IS INSERT BELOW.	
		A. DATE	B. TIME
		02/17/2012	4:30
7. FOR INFORMATION CALL (No collect calls)			
A. NAME		B. TELEPHONE	C. E-MAIL ADDRESS
Erica Robinson		AREA CODE 202	PHONE NUMBER 720-1544
		erica.robinson@wdc.usda.gov	

8. DESCRIPTION OF AMENDMENT

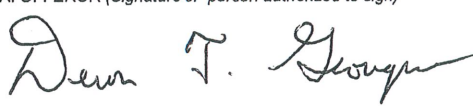
The Government amends the Boone, (Watauga-Avery County), North Carolina Solicitation for Offers as follows:

Submission Of Offers Paragraph has been modified to extend deadline date to February 17, 2012.

Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

II. ACKNOWLEDGMENT OF AMENDMENT

In lieu of other written methods of acknowledgment, the offeror may complete Block 9 and 10 and return this amendment to the address in Block 5.

9. NAME AND ADDRESS OF OFFEROR Watauga County Board of Commissioners 814 West King Street Suite 205 Boone, NC 28607	10A. OFFEROR (Signature of person authorized to sign) 
	10B. NAME OF SIGNER County Manager - Deron George
	10C. TITLE OF SIGNER County Manager
	10D. DATE 1/10/2012

AUTHORIZED FOR LOCAL REPRODUCTION

OPTIONAL FORM 309 (9-97)
Prescribed by GSA - FAR (48 CFR) 53.215-1(g)

United States
Department of
Agriculture

December 15, 2011



Farm and Foreign
Agricultural
Services

WATAUGA COUNTY COMMISSIONERS
814 West King Street
Suite 205
Boone, NC 28607

Farm Service
Agency

Management
Services Division

355 E Street SW,
10th Floor,
Washington, DC
20224

SUBJECT: REQUEST FOR LEASE PROPOSALS FOR WATAUGA-AVERY COUNTY (BOONE)
NORTH CAROLINA, USDA SERVICE CENTER

Dear Sir or Madam:

USPS Address:

USDA-FSA-MSD
Mail Stop 0562
1400 Independence
Ave SW
Washington, DC
20250-0590

Please find enclosed three (3) copies of the Request for Lease Proposals (RLP) Package for the Watauga-Avery County, NC USDA Service Center. The enclosed documents should be reviewed carefully, filled out completely, and signed and initialed by the person(s) with authority to bind the ownership entity to a potential lease agreement, as determined by the formation documents of the entity. All signatures and initials must be made by this person(s). A copy of the deed evidencing ownership and proof of authority to bind the entity must be submitted with the proposal.

The RLP Package is assembled in the following order:

1. RLP No. 37189-Watauga-Avery-01 (GSA Form R101A), 9 pages
2. Lease No. 37189-Watauga-Avery-01 (GSA Form L201A), 24 pages
3. GSA Form 1217, Lessor's Annual Cost Statement, 2 pages
4. GSA Form 1364A, Proposal to Lease Space, 2 pages
5. GSA Form 1364A-1, Simplified Lease Proposal Data, 2 pages
6. Agency Specific Requirements Package (to become Exhibit C to the Lease)
 - a. USDA/OCIO/ITS Requirements, 6 pages
7. GSA Form 3516A, Solicitation Provisions, 6 pages
8. GSA Form 3518A, Representations and Certifications, 4 pages
9. GSA Form 12000, Pre-Lease Fire Protection and Life Safety Evaluations for Low Rise Office Building, 4 pages
10. Pre-Lease Building Security Plan, 6 pages
11. Seismic Safety Certification, (Example), 1 page

The RLP provides detailed instructions regarding how to offer in Section 3. Carefully review all RLP Package documents in the preparation of your proposal. Be advised that the lease may be awarded without discussions binding you to the terms of your proposal.

The items listed on the Agency Specific Requirements listing must be addressed in your proposal. However, they are not intended to be a complete list of alterations necessary to meet all requirements in the RLP. Your proposal must conform to all RLP requirements.

Your proposals must be received on or before 4:00 PM Eastern Daylight Time on **January 13, 2012**. There will be no public opening and all offers received will be kept strictly confidential until a contract has been awarded. The proposals shall remain open until the lease is awarded.



Please complete three (3) two sets of original documents as provided and return to me at:

U.S. Department of Agriculture
Farm Service Agency/Management Services Division
Attention: RPLO Erica Robinson
1400 Independence Avenue SW
Mail Stop 0561
Washington, DC 20250-0590

If you have any questions, please contact Realty Specialist, Erica Robinson 202-720-1544 or email at Erica.Robinson@wdc.usda.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erica Robinson', is written over a horizontal line. The signature is fluid and cursive.

Erica Robinson
Real Property Leasing Officer

Attachments

Official File



REQUEST FOR
LEASE
PROPOSAL
NO. 37189-
Watauga-Avery-01

**Offers due by
1/13/2012**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **4:00 eastern standard time** on the date above. See "Receipt Of Lease Proposals" herein for additional information.

This Request for Lease Proposals ("RLP") sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Method of Award set forth herein to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions herein.

**SIMPLIFIED RLP
GSA FORM R101A (September 2011)**

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REQUEST FOR LEASE PROPOSALS NO. 37189- Watauga-Avery-01

November 21, 2011
SIMPLIFIED RLP GSA FORM R101A (September 2011)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SIMPLIFIED) (AUG 2011)

A. This Request for Lease Proposals ("RLP") sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Method of Award set forth below to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions below.

B. Included in the RLP documents is a Lease Form (Form L201-A) setting forth the Lease Term and other terms and conditions of the Lease contemplated by this RLP, a Lease Proposal Form (Form 1364A), and a Simplified Lease Proposal Data (Form 1364A-1) on which Offerors shall submit its offered rent and other price data, together with required information and submissions. The Lease clause titled "Definitions and General Terms" shall apply to the terms of this RLP.

C. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the Lease Contracting Officer (LCO) executes the Lease.

1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SIMPLIFIED) (AUG 2011)

The space shall be located in a modern quality building of sound and substantial construction with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition and acceptable to the LCO. If not a new building, the space offered shall be in a building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the space with modern conveniences;

City, State:	Boone, (Watauga-Avery County), North Carolina
Delineated Area:	North: Town of Boone City Limits; East: South Fork New River; South: Hwy 105 & US 221/321; West: Town of Boone City Limits
Space Type(s) (ANSI/BOMA):	Office Space
Minimum Sq. Ft. (ABOA):	2000
Maximum Sq. Ft. (ABOA):	2252
Parking Spaces (Total):	19
Parking Spaces (Surface):	19
Parking Spaces (Reserved):	2 plus 1 (individual with disability)
Initial Full Term:	10
Additional Requirements:	- Parking lot that allows for pull through parking for farm vehicles including tractors and trailers. -Computer server room that complies with USDA Office of the Chief Information Officer/International Technology Service requirements.

1.03 INTENTIONALLY DELETED

1.04 NEIGHBORHOOD, PARKING, AND LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (APR 2011)

LOCATION: OUTSIDE CITY CENTER

- A. OUTSIDE CITY CENTER: Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere; or, 2) on an attractively landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or, in the absence of a local code requirement, on-site parking shall be available at a ratio of one (1) space for every 100 RSF of Government-demised area. Adequate eating facilities shall be located within the immediate vicinity of the building, but generally not exceeding a walkable ½ mile, as determined by the LCO. Other

employee services, such as retail shops, cleaners, and banks, shall be located within the immediate vicinity of the building, but generally not exceeding a walkable ½ mile, as determined by the LCO. Amenities must be existing or the Offeror must demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

1.05 LIST OF RLP DOCUMENTS (SIMPLIFIED) (APR 2011)

The following documents are included as part of the Request for Lease Proposals:

DOCUMENT NAME	NO. OF PAGES
RLP No. 37189-Watauga-Avery-01 (Form R101A)	9
Lease No. 37189-Watauga-Avery-01 (Form L201A)	24
GSA Form 1217, Lessor's Annual Cost Statement	2
GSA Form 1364A, Proposal to Lease Space	2
GSA Form 1364A-1 Simplified Lease Proposal Data	2
Agency Specific Requirements Package, Dated 12/15/11	1
GSA Form 3516A, Solicitation Provisions	6
GSA Form 3518A, Representations and Certifications	4
GSA Form 12000, Pre-lease Fire Protection and Life Safety Evaluation for a Low-Rise Office Building information and documents (See Fire Protection and Life Safety clause in RLP and Lease for applicable requirements)	4
Pre-Lease Building Security Plan	6
Seismic Safety Certification (Example)	1

1.06 LEASE DESCRIPTION (SIMPLIFIED) (AUG 2011)

Offerors shall examine the Lease form included in the RLP documents to understand the Government's and the Lessor's respective rights and responsibilities under the contemplated Lease.

The Lease contemplated by this RLP is included in the RLP documents, and includes:

- A. The term of the Lease, and renewal option, if any.
- B. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
- C. Building Shell standards and requirements.
- D. Information concerning the tenant agency's buildout requirements, to be supplemented after award.
- E. A description of all services to be provided by the Lessor.

Should the Offeror be awarded the Lease, the terms of the Lease will be binding upon the Lessor without regard to any statements contained in this RLP. Notwithstanding the foregoing, the following is provided to assist Offerors in understanding the nature of the Lease.

The Lease contemplated by this RLP is a fully serviced, turnkey Lease with a fixed rent that will be inclusive of all Lessor costs, including all TIs, operating costs, and taxes. Rent will be based upon a proposed rental rate per rentable square foot (RSF), limited by the offered rate and the maximum ABOA square feet solicited under this RLP. The Tenant Improvements to be delivered by the Lessor will be based upon information provided with this RLP and lease, including Agency Specific Requirements. The Lessor will be required to design and build the TIs and will be compensated for the TI costs based upon turnkey pricing established under the Lease. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be deemed equivalent to Lease requirements for new construction, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

The Lessor must prepare DIDs for the leased space conforming to the Agency Specific Requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the Tenant Improvement requirements, subject to the Lessor's right to receive compensation for such changes. Upon completion and acceptance of the leased space, the space will be measured for establishing the actual annual rent, and the Lease term shall commence.

1.07 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (APR 2011)

The Lease establishes various requirements relating to the building shell; such requirements are not deemed Tenant Improvements. Certain of these requirements are established as minimum requirements in this RLP. If the Lessor's building does not meet the

requirements at the time of award, the Lessor may still be awarded the Lease. However, as a condition of award, the Lessor will be required to identify those building improvements that will bring the building into compliance with RLP requirements. Upon award of the Lease, completion of those building improvements will become Lease obligations.

1.08 AUTHORIZED REPRESENTATIVES (AUG 2011)

With respect to all matters relating to this RLP, only the Government's LCO designated below shall have the authority to amend the RLP and award a Lease. The Government shall have the right to substitute its LCO without notice or express delegation by the prior LCO.

Lease LCO:

Ernestine Johnson
4300 Goodfellow Blvd., Bldg. 105
St. Louis, MO 63120
314-457-5697
314-457-4565
Ernestine.Johnson@stl.usda.gov

As to all other matters, Offerors may contact the Alternate Government Contact designated below.

Alternate Government Contact:

Erica Robinson
1400 Independence Ave., SW
Mailstop 0562
Washington, DC 20250-0590
202-720-1544
202-690-4790
Erica.Robinson@wdc.usda.gov

1.09 INTENTIONALLY DELETED

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (SIMPLIFIED) (AUG 2011)

In order to be acceptable for award, the offered space must provide for an efficient layout as determined by the LCO. To demonstrate potential for efficient layout, the Government may request the Offeror to provide a test fit layout at the Offeror's expense.

2.02 FLOOD PLAINS (APR 2011)

An award of contract will not be made for any offered property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered property that will become the demised premises for purposes of this lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the Contracting Officer may, in its sole discretion, determine that the offered property does not adequately avoid development in a 100-year floodplain.

2.03 SEISMIC SAFETY (IN LOCATIONS OTHER THAN GSA REIONS 8, 9, AND 10) (AUG 2011)

A. All offers received in response to this RLP will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, as modified below. If any offers are received that fully meet seismic safety requirements, other offers that do not fully meet these requirements will not be considered. If no offers are received that fully meet seismic safety requirements, only offers that substantially meet seismic safety requirements will be considered. If no offers are received that fully or substantially meet seismic safety requirements, the Government may elect to make no lease award.

B. "Fully meet" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available from the LCO) with the initial offer, from a licensed structural engineer certifying that both the

building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, AS MODIFIED HEREIN:

1. FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, will be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.
2. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) will be replaced with the table below.

FEMA 178 ¹	Building Type	BOCA	SBCC	UBC	ANSI	NEHRP
1, 2	Wood Frame, Wood Shear Panels	**	**	1949	**	**
3	Steel Moment Resisting Frame (MRF)	1987	1991	1976	1982	1985
4	Steel Braced Frame	1990	1991	1988	*	1991
5	Light Metal Frame	*	*	*	*	*
6	Steel Frame w/Concrete Shear Walls	1987	1991	1976	1982	1985
8	Reinforced Concrete Moment Resisting Frame	1987	1991	1976	1982	1985
9	Reinforced Concrete Shear Walls w/o MRF	1987	1991	1976	1982	1985
10,7	Steel or Concrete Frame w/URM Infill	*	*	*	*	*
11	Tilt-up Concrete	1987	1991	1973	1982	1985
12	Precast Concrete Frame	*	*	*	*	*
13, 14	Reinforced Masonry	1987	1991	1976	1982	1985
15	Unreinforced Masonry (URM)	*	*	*	*	*

* Indicates no benchmark year (no comprehensive seismic requirements for these buildings exist).

** Local provisions for wood construction need to be compared to 1949 UBC to determine benchmark year.

BOCA—Building Officials and Code Administrators, National Building Code.

SBCC—Southern Building Code Congress International, Standard Building Code.

UBC—International Conference of Building Officials, Uniform Building Code.

ANSI—American National Standards Institute, A58.1, Minimum Design Loads for Buildings and Other Structures.

NEHRP—Recommended Provisions for the Development of Seismic Regulations for New Buildings and Other Structures, Federal Emergency Management Agency

3. Section 1.3.2, Leased Buildings, shall be revised as follows:

- a. **Buildings leased by the Federal Government are exempt from these standards if both of the following apply:**
 - i. **The leased space is 10,000 rentable square feet or less AND**
 - ii. **The Federal Government leases less than 50 percent (%) of the total building square footage.**

4. FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard, can be obtained at www.degenkolb.com/0_Misc/0_1_FEMADocuments/fema310/prestnd.html.

5. NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899, or at <http://fire.nist.gov/bfrlpubs/build94/PDF/b94037.pdf>

C. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Documentation of this evaluation shall be made available to the Government.

2.04 INTENTIONALLY DELETED

2.05 INTENTIONALLY DELETED

2.06 ASBESTOS (APR 2011)

A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels), which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space

¹ The 15 common building types as they are defined in FEMA-178.

offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging), which is not damaged or subject to damage by routine operations.

- B. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.
- C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in paragraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the successful Offeror will be required to successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance prior to occupancy.
- D. Management Plan. If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance.

2.07 ACCESSIBILITY (AUG 2011)

The Lease contemplated by this RLP contains building requirements for Accessibility. In order to be eligible for award, Offerors must either:

- A. Verify in the Lease proposal that the building in which space is offered meets the Lease requirements, or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the building into compliance with Lease requirements will be completed prior to acceptance of the Space.

2.08 FIRE PROTECTION AND LIFE SAFETY (AUG 2011)

The Lease contemplated by this RLP contains building requirements for Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System. In order to be eligible for award, Offerors must either:

- A. Verify in the Lease proposal that the building in which space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease.
- B. Include as a specific obligation in its Lease proposal that improvements to bring the building into compliance with Lease requirements will be completed prior to acceptance of the Space.

2.09 SECURITY (APR 2011)

The Lease contemplated by this RLP contains building requirements and other obligations relating to Security. Reference the paragraph titled "List of RLP Documents" for any additional security requirements. In order to be eligible for award, the Offeror shall provide a Pre-Lease Building Security Plan with its offer that addresses its compliance with the Lease Security Requirements.

2.10 ENERGY INDEPENDENCE AND SECURITY ACT (AUG 2011)

- A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.
- B. Unless one of the statutory exceptions listed in paragraph C applies, the Government may award a lease for a building only if the building has earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® Label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011.
- C. EISA allows a Federal agency to lease space in a building that does not have an ENERGY STAR® Label if:
 1. No space is offered in a building with an ENERGY STAR® Label that meets RLP requirements, including location needs;
 2. The agency will remain in a building it currently occupies;
 3. The lease will be in a building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
 4. The lease is for 10,000 rentable square feet or less.
- D. If one or more of the statutory exceptions applies, and the offered space is not in a building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease

proposal an agreement to renovate the building for all energy efficiency and conservation improvements that it has determined would be cost effective over the firm term of the lease, if any, prior to acceptance of the space (or not later than one year after the Lease Award Date of a succeeding or superseding lease). Such improvements may consist of, but are not limited to, the following:

1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
2. Lighting Improvements.
3. Building Envelope Modifications.

NOTE: Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."

E. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of building improvements that achieve cost savings over the firm term of the lease sufficient to recover the costs of the building improvements.

F. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/eslabel> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at www.energystar.gov. The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/>) and Building Upgrade Value Calculator (http://www.energystar.gov/financial_evaluation) are tools which can be useful in considering energy efficiency and conservation improvements to buildings.

G. If one or more of the statutory exceptions applies, and the offered space is not in a building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations if it obtains the Energy Star Label prior to the Government's acceptance of the space (or not later than one year after the Lease Award Date for succeeding and superseding leases).

H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.

I. All new buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (APR 2011)

Offeror is required to submit a complete signed lease document, including all required exhibits, using the forms provided with this RLP to the Government as indicated below. Offeror's submission constitutes its offer to enter into a binding lease. A Lease is binding when the LCO countersigns the Offeror's signed lease document.

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2011)

A. Offeror is authorized to transmit its lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the Government email address identified in the request for lease proposals will be accepted. Offeror submitting a lease proposal by email shall retain in its possession, and make available upon the Government's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its lease proposal by United States mail or other express delivery service of Offeror's choosing.

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received in one of the following ways:

1. No later than **4:00 eastern standard time** on the following date at the following designated office and address:

Date: January 13, 2012

Office: USDA/FSA/MSD

Address: 1400 Independence Ave., SW
 Mailstop 0562
 Washington, DC 20250-0590

2. No later than **4:00 eastern standard time** on the following date at the following email address:

Date: January 13, 2012
 Email Address: Erica.Robinson@wdc.usda.gov

C. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.

D. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

E. Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.;

F. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure

3.03 PROPOSAL CONTENTS (SIMPLIFIED) (AUG 2011)

The proposal shall consist of the following documents:

DOCUMENT NAME OR DESCRIPTION
RLP No. 37189-Watauga-Avery-01 (Form R101A)
Lease No. 37189-Watauga-Avery (Form L201-A), signed and initialed by Offeror
GSA Form 1217, Lessor's Annual Cost Statement, completed and signed by Offeror
GSA Form 1364A, Proposal to Lease Space, completed and signed by Offeror
GSA Form 1364A-1, Simplified Lease Proposal Data, completed and signed by Offeror
Agency Specific Requirements Package, Dated 12/15/11, initialed by Offeror
GSA Form 3516A, Solicitation Provisions, initialed by Offeror
GSA Form 3518A, Representations and Certifications , completed and signed by Owner
GSA Form 12000, Pre-lease Fire Protection and Life Safety Evaluation for a Low-Rise Office Building information and documents (See Fire Protection and Life Safety clause in RLP and Lease for applicable requirements)
Pre-Lease Building Security Plan, completed by Offeror, if applicable
Seismic certification or exemption memo
Auto CAD or scaled floor plans delineating the Premises proposed by the Offeror
Registration in the Central Contractor Registration (CCR) System

3.04 BUILDING AND SITE INFORMATION (SIMPLIFIED) (AUG 2011)

A. No later than the due date for final proposal revisions, the Offeror shall submit to the LCO proof of the ENERGY STAR® label from EPA for the most recent twelve months.

B. If the offered existing building will not have an ENERGY STAR® label by the date of final proposal revisions, then in accordance with one of the statutory exceptions listed in the "Energy Independence and Security Act" paragraph herein, a written statement addressing which energy efficiency and conservation improvements (per the Energy Independence and Security Act paragraph) can be made to the building must be submitted. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.

3.05 TENANT IMPROVEMENTS INCLUDED IN OFFER (SIMPLIFIED) (AUG 2011)

A. Tenant Improvements are those costs required for building out the Government demised area in accordance with the Government approved Design Intent Drawings (DIDs). All Tenant Improvements required by the Government for occupancy must be performed by the successful offeror as part of the rental consideration as turnkey pricing. All improvements shall meet the quality standards and requirements of this RLP package and its attachments.

B. The Tenant Improvement pricing must include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to complete the TIs. It is the successful offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

3.06 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (APR 2011)

The Government requires a fully serviced lease. The base for the operating costs adjustment will be established during negotiations based upon ABOA SF. The proposed methodology for operating costs adjustment shall include all items specified in the attached Lease document. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified in the proposal. Services, utilities, and maintenance shall be provided by the Offeror as part of the rental consideration.

3.07 INTENTIONALLY DELETED

SECTION 4 METHOD OF AWARD

4.01 AWARD BASED ON PRICE (AUG 2011)

The Government reserves the right to make an award based upon initial offers. The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and the lease documents and is the lowest priced technically acceptable offer submitted. Refer to the "Price Evaluation (Present Value)" paragraph in this section of the RLP. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.

4.02 PRESENT VALUE PRICE EVALUATION (SIMPLIFIED) (SEPT 2011)

A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per ABOA SF and a breakout of the "base" price per RSF and ABOA SF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ABOA SF from which adjustments are made will be the base price for the term of the lease, including any option periods.

B. The Offeror must submit plans and any other information to demonstrate that the rentable space yields ABOA space within the required ABOA range. The Government will verify the amount of ABOA square footage and will convert the rentable prices offered to ABOA prices, which will subsequently be used in the price evaluation.

C. Evaluation of offered prices will be based on the annual price per ABOA SF, including all required option periods. The Government will perform present value price evaluation by reducing the prices to a composite annual price per ABOA SF price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA sq. ft price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.

2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.

3. If annual adjustments in operating expenses will not be made, the gross annual price, will be discounted annually at 5 percent to yield a gross present value cost (PVC).

4. If annual adjustments in operating expenses will be made, the annual price, minus the base cost of operating expenses, will be discounted annually at 5 percent to yield net PVC. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

5. To the gross PVC will be added:
 - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
 - b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 5 percent.
 - d. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
6. The sum of either paragraphs 3 and 5 or paragraphs 4 and 5, divided by the ABOA SF will be the present value cost per ABOA SF of the offer for price evaluation purposes.

4.03 AWARD WITHOUT DISCUSSIONS (SIMPLIFIED) (JAN 2011)

The Government will evaluate offers and may award a Lease without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best price and other terms. The Government reserves the right to conduct discussions after the receipt of initial offers if it is determined by the LCO to be necessary. The Government may reject any or all offers, if such action is in the public interest, and may waive informalities and minor irregularities in offers received.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 FLAGPOLE AND DISPLAY.

1. If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer or Designee. The flag will be provided by the Lessor, as part of the rent, and replaced at all times during the lease term when showing signs of wear.
2. The Lessor shall be responsible for flag display on all workdays and federal holidays. The Lessor may light the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.

5.02 FACILITY IDENTIFICATION.

If the USDA is to be the sole occupant of the building, a suitable area (minimum of 12 feet x 5 feet) (3.66m x 1.52m) must be provided for a sign in front of the office and must provide a light fixture to illuminate the sign. Also, location must be such that the sign is visible from both directions of traffic. Lessor to provide sign in accordance with USDA signage specifications as furnished by USDA, FSA.

**LEASE NO. 37189-
Watauga-Avery-01**

**Simplified Lease
GSA FORM L201A (September 2011)**

This Lease is made and entered into between

Watauga County Commissioners

("the Lessor"), whose principal place of business is, Suite 1, Courthouse, Boone, NC 28607 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the Government, upon the terms and conditions set forth herein.

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

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

WATAUGA-AVERY COUNTY USDA SERVICE CENTER
971 West King Street
Boone, North Carolina 28607

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the Government. The commencement date of this Lease is estimated to be April 1, 2012, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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

FOR THE LESSOR:

Name:
Title:
Date: _____

FOR THE GOVERNMENT:

Ernestine Johnson
Lease Contracting Officer
Date: _____

WITNESSED BY:

Name:
Title:
Date: _____

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1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)

The Premises are as described under Exhibit A, Proposal to Lease Space, GSA Form 1364A.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

- A. Parking: Parking shall be provided as described under Block 16 of Exhibit A, Proposal to Lease Space, GSA Form 1364A. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

1.03 RENTAL CONSIDERATION (SIMPLIFIED) (SEPT 2011)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI/BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the maximum ABOA solicited by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

Rent shall not be adjusted for changes in taxes or operating costs.

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (SIMPLIFIED) (SEPT 2011)

The Government may terminate this lease in whole or in part at any time after the lease award date by providing 120 day's written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease. If the Government terminates a portion of the Space, the space released shall be marketable by the Lessor. No rental shall accrue after the effective date of termination.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCLUDED WITH LEASE (SIMPLIFIED) (AUG 2011)

The following documents are included as part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Proposal to Lease Space (GSA Form 1364A)	2	A
Floor Plan Delineating the Premises	1	B
Agency Specific Requirements Package, Dated 12/15/2011	7	C
GSA Form 3518A, Representations and Certifications	4	D
Pre-Lease Building Security Plan	6	E
GSA Form 12000 Pre-Lease Fire Protection and Life Safety Evaluations for Low Rise Office Building	4	F
Seismic Safety Certification	1	G

1.08 INTENTIONALLY DELETED

1.09 INTENTIONALLY DELETED

1.10 INTENTIONALLY DELETED

SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (AUG 2011)

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. 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.
- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. Common area factor (CAF). The CAF is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the offered space.
- E. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- F. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- G. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- H. Lease term commencement date. The Lease term commencement date means the date on which the Lease term commences.
- I. Lease award date. The Lease Award Date means the date that the Lease is executed by the LCO (and on which the parties' obligations under the Lease begin).
- J. The Premises. The Premises are defined as the total OA or other type of Space, together with all associated Common Areas, described in Section I of this Lease, and delineated by plan in the attached Exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- K. The Property and the Building. The Property is defined as the land and Buildings in which the Premises are located, including all appurtenant areas (e.g., parking areas to which the Government is granted rights). The Building(s) situated on the Property in which the Premises are located shall be referred to herein as "the Building(s)."
- L. Rentable square feet (RSF). Rentable space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The rentable space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.
- M. The Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- N. Standard for Measuring and Other Space. For the purposes of this Lease, Space shall be measured in accordance with the standard provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area. ANSI/BOMA Z65.1-1996 shall be used. References to ABOA mean ABOA.
- O. Working days. Working days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (AUG 2011)

The signatories to this Lease shall have full authority to bind their respective principles with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principles to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease LCO (LCO) without notice or express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the Premises upon termination 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 any 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 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.

2.04 INTENTIONALLY DELETED

2.05 CHANGE OF OWNERSHIP (APR 2011)

A. If during the term of the Lease, 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 days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is only changing 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 part of the Lease via Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO 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 LCO 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 recognize the Transferee as its Lessor until (a) the payment of rent has commenced; 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 complete a Central Contractor Registration ("CCR") (See FAR 52.232-33) and complete and sign GSA Form 3518A, Representations and Certifications (to substitute Exhibit D).

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the LCO under paragraph D, 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 paragraph F. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

2.06 INTENTIONALLY DELETED

2.07 ADJUSTMENT FOR VACANT PREMISES (SIMPLIFIED) (SEPT 2011)

If the Government elects to vacate the Premises in whole or in part during the term of the Lease, the rent shall be reduced by subtracting from the rental rate the amount specified for in Line 14 of Exhibit A, GSA Form 1364A. The Government shall be entitled to reduce the rent **30 days** after providing notice of vacating the Premises.

2.08 INTENTIONALLY DELETED

2.09 FIRE AND CASUALTY DAMAGE (SIMPLIFIED LEASE) (APR 2011)

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, 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 **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 **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 **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 are untenantable, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

2.10 DEFAULT BY LESSOR (SIMPLIFIED) (APR 2011)

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

A. Prior to Acceptance of the Premises. Failure by the Lessor to perform diligently all obligations required for 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 because of the Lessor's default.

B. After Acceptance of the Premises. 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. If the Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or the Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, such that the tenantability or safe and healthful occupancy of the Premises is substantially impaired, the Government may terminate the Lease on account of the Lessor's default.

C. 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:

1. Circumstances within the Lessor's control;
2. Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters (including weather conditions that are not unusual or severe);
3. The condition of the Property (save for Fire and Casualty Damage, in which case the Fire and Casualty Damage clause shall apply);
4. The acts or omissions of the Lessor, its employees, agents or contractors; or
5. The Lessor's inability to obtain sufficient financial resources to perform its obligations.

D. The rights and remedies specified in this clause are in addition to all remedies to which the Government may be entitled as a matter of law.

2.11 INTEGRATED AGREEMENT (SIMPLIFIED) (APR 2011)

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 incorporated by reference in Section 1 of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

2.12 MUTUALITY OF OBLIGATION (SIMPLIFIED) (APR 2011)

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.

2.13 CHANGES (SIMPLIFIED) (SEPT 2011)

A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.

B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

1. An adjustment of the delivery date;
2. An equitable adjustment in the rental rate; or
3. A lump sum equitable adjustment.

C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.

D. Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause. The Lessor's failure to assert its right for adjustment within the time frame specified herein shall be a waiver of the Lessor's right to an adjustment under this paragraph

2.14 COMPLIANCE WITH APPLICABLE LAW (SIMPLIFIED) (APR 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership of the Property, including, without limitation, laws applicable to the construction, demolition, 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.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 WORK PERFORMANCE (AUG 2011)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO retains the right to 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 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this RLP and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at <http://www.epa.gov/>.

B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the LCO with the TI pricing submittal. The request for waiver shall be based on the following criteria:

1. The cost of the recommended product is unreasonable.
2. Inadequate competition exists.
3. Items are not available within a reasonable period.
4. Items do not meet the RLP's performance standards.

3.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (DEC 2010)

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

B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.04 WOOD PRODUCTS (AUG 2008)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.aboutsfi.org).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at www.cites.org/eng/resources/species.html.

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. 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.

3.05 ADHESIVES AND SEALANTS (AUG 2008)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.06 BUILDING SHELL REQUIREMENTS (APR 2011)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein. For pricing, fulfillment of all requirements not specifically designated as Tenant Improvements, Building Specific Security, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly

installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.

3.07 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SIMPLIFIED) (SEPT 2011)

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 contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve aspects of the Lessor's design. The Government shall work closely with the Lessor, in an integrated manner, 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.

3.08 QUALITY AND APPEARANCE OF BUILDING (APR 2011)

The Building in which leased 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.

3.09 VESTIBULES (APR 2011)

- A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.
- B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.10 MEANS OF EGRESS (AUG 2011)

- A. Space shall meet the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), (both current as of the award date of this Lease).
- B. The Space shall have unrestrictive access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.11 AUTOMATIC FIRE SPRINKLER SYSTEM (AUG 2011)

- A. Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in 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 SF or more ABOA 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 either NFPA 13, *Standard for the Installation of Sprinkler Systems*; or the applicable local codes and ordinances adopted by the jurisdiction.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements in NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems* (current as of the award date of this Lease), or the applicable local codes and ordinances adopted by the jurisdiction.
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.12 FIRE ALARM SYSTEM (AUG 2011)

- 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 3rd floor or higher.
- B. The fire alarm system shall be installed and maintained in accordance with NFPA 72, *National Fire Alarm and Signaling Code* (current as the award of the Lease), or the applicable local codes and ordinances adopted by the jurisdiction.
- C. The fire alarm system shall automatically notify the local fire department, remote station, or UL listed central station.
- D. If a Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, *National Fire Alarm and Signaling Code* (current as of the award of the Lease) or applicable local codes and ordinances adopted by the jurisdiction, prior to Government acceptance and occupancy of the Space.

3.13 ENERGY INDEPENDENCE AND SECURITY ACT (MAY 2011)

- A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions.
- B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

3.14 ELEVATORS (SIMPLIFIED) (AUG 2011)

- A. The Lessor shall provide suitable passenger and, when required by the Government, freight elevator service to any Government-demised area not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger 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 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, *Safety Code for Elevators and Escalators* (current as of the award date of this Lease). Where provided, elevator-lobby and elevator-machine-room smoke detectors shall activate the Building fire alarm system, provide Phase 1 automatic recall of the elevators, and automatically notify either the local fire department, remote station or UL listed central station. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, *Inspector's Manual for Elevators*. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.
- C. Safety systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

3.15 DEMOLITION (SIMPLIFIED) (AUG 2011)

Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense, as part of the shell rent. Any demolition shall be completed in accordance with all applicable laws.

3.16 ACCESSIBILITY (FEB 2007)

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.

3.17 CEILINGS (SIMPLIFIED) (AUG 2011)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the LCO) throughout the Government-demised area and all common areas accessible to Government tenants shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.

Ceilings shall be at a minimum 8 feet and 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased Space, with no obvious damage to tiles or grid. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government demised area.

Offices and conference rooms shall have mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain recycled content. Restrooms shall have plastered or spackled and taped gypsum board.

3.18 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (AUG 2011)

A. Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements. Properly rated and labeled "fire door assemblies" shall be installed on all fire egress doors.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. All doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.19 WINDOWS (SIMPLIFIED) (AUG 2011)

All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.20 PARTITIONS: PERMANENT (APR 2011)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the award date of this Lease.

3.21 INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

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

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

D. 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.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

F. 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 award date of this Lease) adopted by the jurisdiction in which the Building is located.

3.22 PAINTING (AUG 2011)

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.23 FLOORS AND FLOOR LOAD (AUG 2011)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards; non-slip and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at no cost to the Government. Calculations and structural drawings may also be required.

3.24 FLOOR COVERING AND PERIMETERS (SIMPLIFIED) (AUG 2011)

- A. Flooring material through Building common areas shall be of quality materials, as approved by the LCO.
- B. The costs for cyclical carpet replacement requirements within the Space, as outlined in Section 6, shall be included in the shell rent.

3.25 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

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.

3.26 ELECTRICAL (SIMPLIFIED) (SEPT 2011)

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply.
- B. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in toilet rooms, corridors, and dispensing areas.

3.27 ADDITIONAL ELECTRICAL CONTROLS (APR 2011)

If the Government pays separately for electricity, no more than 500 SF of office may be controlled by one switch or automatic light control for all Space on the Government meter, whether through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the LCO.

3.28 PLUMBING (APR 2011)

The Lessor shall include cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.

3.29 DRINKING FOUNTAINS (APR 2011)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

3.30 TOILET ROOMS (SIMPLIFIED) (SEPT 2011)

- A. Separate toilet facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- B. For new installations:
 - 2. Water closets shall not use more than 1.6 gallons per flush.
 - 3. Urinals shall not use more than 1.0 gallons per flush. Waterless urinals are acceptable.
 - 4. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.
 - 5. Toilet partitions shall be made from recovered materials as listed in EPA's CPG.

3.31 HEATING, VENTILATION, AND AIR CONDITIONING (SIMPLIFIED) (APR 2011)

Central heating, ventilation, and air conditioning (HVAC) systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease; equipment shall be concealed. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62.1. Pre-filters shall have a MERV efficiency of 8. Final filters shall have a MERV efficiency of 13. Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

3.32 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SIMPLIFIED) (AUG 2011)

- A. Building telecommunication rooms must be completed, operational, and ready for use by Government's telecommunications provider. The telephone closets shall be equipped with deadlocking latch bolt with a minimum throw if 1/2 inch and include a telephone backboard.
- B. Telecommunications switch rooms, wire closets, and related Spaces shall meet applicable Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA) and NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, NEC National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.33 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SIMPLIFIED) (SEPT 2011)

- A. The Government reserves the right to contract its own telecommunications service in the Space to be leased.
- B. The Lessor shall allow the Government's designated telecommunications provider's access to utilize existing building wiring to connect its services to the Government's Space, or, if existing building wiring is insufficient, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas to roof, parapet, or building envelope (access from the antennas to the leased Space shall be provided) and to affix transmission devices in appropriate common areas so as to allow the use of wireless telephones and other emerging technologies.

3.34 LIGHTING: INTERIOR AND PARKING (SIMPLIFIED) (SEPT 2011)

- A. Deep cell parabolic louver 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the GSA LCO) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ABOA SF. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the Space is unoccupied and shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.
- B. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the Space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be approved by the LCO. When the Space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
- C. Adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the Building to discourage crimes against persons shall be provided. Exterior building lighting must have emergency power backup to provide for safe evacuation of the Building in case of natural disaster, power outage, or criminal/terrorist activity.
- D. When the Space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

3.35 INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) 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 LCO 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. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of eight (8) at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) (52.2-1999, HVAC Use During Construction). The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 2. No permanent diffusers are used;
 3. No plenum type return air system is employed;
 4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and

- 5. Following the building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure:

- 1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before the tenant agency's occupancy of the Space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).
- 2. After the 3-day period the Space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
- 3. Any deviation from this ventilation plan must be approved by the LCO.
- 4. The Lessor is required to provide regularly occupied areas of the tenant Space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.
- 5. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.
- 6. Protect stored onsite and installed absorptive materials from moisture damage.

3.36 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the Space during non-duty hours and deters loitering or disruptive acts in and around the Space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

3.37 ACCESS TO UTILITY AREAS (NOV 2005)

Utility areas shall be secure, and only authorized personnel shall have access.

3.38 MECHANICAL AREAS AND BUILDING ROOFS (AUG 2011)

- A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.
- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access. Roof access shall meet the applicable egress requirements in the National Fire Protection Association (NFPA) 101, Life Safety Code or the International Building Code, current as of the award date of this Lease.

3.39 ACCESS TO BUILDING INFORMATION (NOV 2005)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The LCO may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the Building directory.

3.40 IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)

- A. The Government reserves the right to verify identities of personnel with routine access to Government Space. The Lessor shall comply with the agency personal identity verification procedures below that implement HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.
- C. Lessor compliance with paragraphs 1 through 4 below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.
 - 1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased Space.
 - 2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

3. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at [HTTP://BOOKSTORE.GPO.GOV](http://BOOKSTORE.GPO.GOV)), and Standard Form 85P, QUESTIONNAIRE FOR PUBLIC TRUST POSITIONS, completed by each person and returned to the LCO (or the LCO's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The LCO will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's Space.

4. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

3.41 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and LCO for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the Building to minimize contamination, as deemed appropriate to the hazard.

3.42 EMERGENCY POWER TO CRITICAL SYSTEMS (NOV 2005)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the Lease. Costs for emergency power to critical systems that are Building-Specific Security requirements should be allocated to that cost component.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (AUG 2011)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Design Intent Drawings (DID). The Lessor shall prepare and deliver to the Government DIDs meeting all requirements set forth in the Lease within 10 working days of the Lease Award Date. The Government shall respond within 10 working days of receipt of the DIDs by either issuing a Notice to Proceed or providing notice indicating the manner in which the DIDs do not meet all requirements of the Lease. If the DIDs do not conform to the Lease requirements, the Lessor shall revise and resubmit the DIDs within 3 working days. The Lessor shall be responsible for delays to Acceptance of the Premises attributable to the Lessor's failure to prepare DIDs conforming to the Lease requirements.

B. Notice to Proceed (NTP). If the DIDs conform to the Lease requirements, the Government shall issue NTP; however, the Government shall not be obligated to issue a NTP less than 10 working days from receipt of DIDs, as originally submitted or revised. Issuance of NTP shall not be construed as a waiver of any requirement set forth in this Lease.

C. Construction Schedule. The Lessor shall complete all required building improvements and TIs conforming to the Lease and approved DIDs within 40 working days of issuance of NTP.

4.02 GREEN LEASE SUBMITTALS (SIMPLIFIED) (AUG 2011)

A. AFTER AWARD, THE LESSOR SHALL SUBMIT TO THE LCO:

1. Product Data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the Design Intent Drawings (DIDs) for the leased.
2. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the Lease.
3. Reuse Plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
4. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the Lease.
5. Radon test results as may be required by the "Radon in Air" and "Radon in Water" in the Lease.
6. If renewable source power is purchased, documentation within 9 months of occupancy.

4.03 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (SIMPLIFIED) (SEPT 2011)

Upon request by the Lease Contracting Officer, the Lessor shall furnish a detailed construction schedule to the Government within five working days. The Lessor shall arrange the initial Construction Meeting and shall keep meeting minutes of discussion topics and attendance for this and all subsequent meetings.

4.04 ACCESS PRIOR TO ACCEPTANCE OF SPACE (SIMPLIFIED) (APR 2011)

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

4.05 CONSTRUCTION INSPECTIONS (APR 2011)

A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs.

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 LCO 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.

4.06 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SIMPLIFIED) (AUG 2011)

A. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist 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 Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report from a licensed fire protection engineer indicating the Space and Building is compliant with all applicable fire protection and life safety-related local codes and ordinances.

4.07 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SIMPLIFIED) (SEPT 2011)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space, which, together with the CAF established in Exhibit A, GSA Form 1364A, will yield the total Rentable Area of the Premises. The rent for the Space will be adjusted based upon the measured ABOA square footage for the purpose of adjusting the annual rent. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.08 AS-BUILT DRAWINGS (APR 2011)

Not later than 60 days after the acceptance of the Space, the Lessor shall furnish to the Government a complete set Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. 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 on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on USDA equipment, if requested by the LCO.

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT (TI) REQUIREMENTS (AUG 2011)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth herein. For pricing, fulfillment of all requirements designated as TIs within this section as well as the attached Agency Specific Requirements and Additional Security Requirements shall be deemed to be TI costs.

5.02 FINISH SELECTIONS (SIMPLIFIED) (SEPT 2011)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option sample boards must be provided at no additional cost to the Government within 5 working days the initial submission of DIDs. GSA must deliver necessary finish selections to the Lessor within 5 working days

after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.03 WINDOW COVERINGS (SIMPLIFIED) (AUG 2011)

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

5.04 DOORS: SUITE ENTRY (AUG 2011)

Suite entry doors shall be provided as part of the TIs at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

5.05 DOORS: INTERIOR (AUG 2011)

Doors within the Government-demised area shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.06 DOORS: HARDWARE (DEC 2007)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA101 or the International Building Code current as of the award date of this Lease.

5.07 DOORS: IDENTIFICATION (SIMPLIFIED) (AUG 2011)

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvements. The form of door identification shall be approved by the Government.

5.08 PARTITIONS: SUBDIVIDING (SIMPLIFIED) (AUG 2011)

A. Office subdividing partitions shall comply with applicable Building codes and local requirements and ordinances. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

5.09 WALL FINISHES (SIMPLIFIED) (AUG 2011)

In the event the Government chooses to install a wall covering as part of the Tenant Improvements, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. In the event the Government chooses to install a high-performance paint coating, it shall comply with the VOC (Volatile Organic Compound) limits of the Green Seal Standard GS-11.

5.10 PAINTING (APR 2011)

A. Prior to occupancy, all surfaces within the Government-demised area which are designated by USDA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for Volatile Organic Compound (VOC) off gassing:

1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.

2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
 3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - a. Flats: 50 grams per litre (g/L).
 - b. Non-flats: 150 g/L.
 4. Anticorrosive and antirust paints applied to interior ferrous metal substrates: 250 g/L.
 5. Clear wood finishes:
 - a. Varnish: 350 g/L.
 - b. Lacquer: 550 g/L.
 6. Floor coatings: 100 g/L
 7. Sealers:
 - a. Waterproofing sealers: 250 g/L.
 - b. Sanding sealers: 275 g/L.
 - c. All other sealers: 200 g/L.
 8. Shellacs:
 - a. Clear: 730 g/L.
 - b. Pigmented: 550 g/L.
 9. Stains: 250 g/L.
- C. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.11 FLOOR COVERINGS AND PERIMETERS (AUG 2011)

A. TENANT IMPROVEMENT INFORMATION

1. Prior to acceptance, existing carpeting shall be replaced with broadloom carpet or carpet tiles that meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
2. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
3. Any alternate flooring shall be pre-approved by the Government.

B. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product Sustainability and Environmental Requirements. In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.
2. Recycle Content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials.
3. Low Emitting Materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Carpet and all installation components including adhesives, sealers, seam welds, and seam sealers must meet the Low Emitting Materials standards as outlined in U.S. Green Building Council LEED criteria. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.
4. Face Fiber Content. Face yarn must be 100% nylon fiber. Loop Pile shall be 100% Bulk Continuous Filament (BCF); cut and loop shall be 100% BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.
5. Performance Requirements for Broadloom and Modular Tile.

Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option) by

Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria

Flooring Radiant Panel Test: Meets NFPA Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.

Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662

NOTE: Testing must be performed in a NVLAP accredited laboratory.

- 6. Texture Appearance Retention Rating (TARR). Carpet must meet TARR ratings specified below:

Space Definition	Traffic Classification	TARR Classification
Private Offices	Moderate	≥ 3.0 TARR
Training, conference, courtrooms, etc	Heavy	≥ 3.0 TARR
Open Office, cafeteria, corridors, lobbies	Severe	≥ 3.5 TARR

The carpet should be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

- 7. Carpet Reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the Procurement Officer.

- 8. Warranty. Submit a copy of the manufacturer's standard warranty to the Procurement Officer within the first 60 days of Government occupancy. Government is to be a beneficiary of the terms of this warranty.

C. FLOORING—RE-CARPETING DURING THE LEASE TERM:

In addition to the initial carpet replacement discussed above, the Government-demised areas which are designated by the LCO for cyclic carpet replacement shall be re-carpeted every 5years with a product which meets the requirements set forth above. This cost, including the moving and returning of furnishings and disassembly and reassembly of systems furniture shall be borne by the Lessor as part of the shell rent.

5.12 HEATING AND AIR CONDITIONING (APR 2011)

Zone Control. Provide individual thermostat control for office space with control areas not to exceed 1,500 ABOA SF Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing space use and modulating HVAC system in response to space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.13 ELECTRICAL: DISTRIBUTION (APR 2011)

- A. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SIMPLIFIED) (AUG 2011)

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

5.15 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

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

5.16 DATA DISTRIBUTION (SIMPLIFIED) (SEPT 2011)

The Government shall be responsible for purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations shall be in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the Tenant Improvements, outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot horizontal distance of any single drop.

5.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SIMPLIFIED) (SEPT 2011)

- A. The Lessor shall provide as part of the Tenant Improvements separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to

distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Government shall be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.18 LIGHTING: INTERIOR AND PARKING (SEPT 2011)

A. Once the design intent drawings are approved, the Lessor shall design and provide interior lighting yielding a uniform 50 foot-candles at working surface height (30" above the floor). The increase between the number of fixtures required in the Construction Standards and Shell Components Section of the Lease and the Space layout is part of the Tenant Improvements.. The light fixtures shall meet the requirements as stated in the Construction Standards and Shell Components Section of the Lease.

B. There may be additional security requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (AUG 2011)

The Government's normal hours of operations are established as 7:00 AM to 5:30 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, toilets, lights, and electric power. Cleaning shall be performed during normal hours.

6.02 UTILITIES (APR 2011)The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 INTENTIONALLY DELETED

6.04 HEATING AND AIR CONDITIONING (AUG 2011)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with ASHRAE Standard 55-2004, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of Warehouse or Garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. 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.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

6.05 OVERTIME HVAC USAGE (SIMPLIFIED) (SEPT 2011)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth in Exhibit A, GSA Form 1364A. Overtime usage services may be ordered by the Government's Authorized Representative only.

B. When the cost of service is \$3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.06 JANITORIAL SERVICES (SEPT 2011)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The Lessor shall be entitled to assume that the following frequencies of cleaning tasks shall be sufficient. If the Lessor elects to perform any cleaning tasks less frequently, and the level of cleanliness does not meet the Government's approval, the Government may direct the Lessor to increase the frequency to follow the frequencies below at no additional cost to the Government.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, purchase, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every Five Years. Dry clean or wash (as appropriate) all draperies.

L. As Required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest Control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.07 SELECTION OF CLEANING PRODUCTS (APR 2011)

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

A. Use products that are packaged ecologically;

- B. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and,
- C. Minimize the use of harsh chemicals and the release of irritating fumes.

NOTE: Examples of acceptable products may be found at www.gsa.gov/p2products.

6.08 SELECTION OF PAPER PRODUCTS (APR 2011)

The Lessor shall select paper and paper products (e.g., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

6.09 SNOW REMOVAL (APR 2011)

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 inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 6:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.10 MAINTENANCE AND TESTING OF SYSTEMS (SIMPLIFIED) (APR 2011)

The Lessor is responsible for the total maintenance and repair of the leased Premises, including the site and private access roads. 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, upon request, at no additional charge to the Government.

6.11 MAINTENANCE OF PROVIDED FINISHES (APR 2011)

A. Paint, Wall Coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

- 1. Lessor shall repaint common areas at least every three years.
- 2. Lessor shall perform cyclical repainting of the Space every 5 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the rent.

B. Carpet and Flooring.

- 1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears and/or tripping hazards are present.
- 2. Notwithstanding the foregoing, the Lessor shall replace all carpet in the Space every 5 years.
- 3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after normal working hours as defined elsewhere in this Lease.

6.12 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.13 ONSITE LESSOR MANAGEMENT (APR 2011)

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.

6.14 SCHEDULE OF PERIODIC SERVICES (SIMPLIFIED) (APR 2011)

Within 30 days after occupancy by the Government, the Lessor shall provide to the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.15 LANDSCAPE MAINTENANCE (APR 2011)

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.

6.16 RECYCLING (SIMPLIFIED) (SEPT 2011)

A. Where State or local law, code, or ordinance requires recycling programs (including mercury containing lamps) for the Space to be provided pursuant to the Lease, Lessor shall comply with such State and/or local law, code, or ordinance. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the leased Space.

6.17 INDOOR AIR QUALITY (DEC 2007)

A. The Lessor shall control contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO₂ 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address 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 Space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) 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:

1. The Government-demised area;
2. Common Building areas;
3. Ventilation systems and zones serving the leased Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the leased Space.

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

6.18 RADON IN AIR (AUG 2008)

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 2 days to 3 days using charcoal canisters or electret ion chambers. The Lessor is responsible to provide Space in which in-air levels are below EPA's action concentration of 4 pCi/L. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed. For further information on radon, go to: <http://www.epa.gov/radon/zonemap.html>.

6.19 RADON IN WATER (AUG 2008)

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided in the leased Space is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.20 HAZARDOUS MATERIALS (OCT 1996)

The leased Space shall be free of hazardous materials according to applicable Federal, state, and local environmental regulations.

6.21 MOLD (SIMPLIFIED) (SEPT 2011)

- A. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air.
- B. The Lessor shall provide Space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").

6.22 OCCUPANT EMERGENCY PLANS (APR 2011)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and Government agency personnel.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 HOLDOVER

In the event of a holdover past the term of the lease the tenancy shall continue on a month-to-month basis at the same rental rate in effect at the time of the lease's expiration and all terms and conditions of the lease shall continue in full force and effect. Any claims by the Lessor resulting from the holdover shall be handled through the process established in the Contract Disputes Act of 1978 (41 USC 611), and the tenancy shall continue throughout the resolution of the dispute.

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE		1. SOLICITATION FOR OFFERS		2. STATEMENT DATE	
		3. RENTAL AREA (SQ. FT.)		3A. ENTIRE BUILDING	3B. LEASED BY GOV'T
LESSOR'S ANNUAL COST STATEMENT IMPORTANT - Read attached "Instructions"		4. BUILDING NAME AND ADDRESS (No., street, city, state, and zip code)			
SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION					
SERVICES AND UTILITIES		LESSOR'S ANNUAL COST FOR		FOR GOVERNMENT USE ONLY	
		(a) ENTIRE BUILDING	(b) GOV'T-LEASED AREA		
A. CLEANING, JANITOR AND/OR CHAR SERVICE					
5. SALARIES					
6. SUPPLIES (<i>Wax, cleaners, cloths, etc.</i>)					
7. CONTRACT SERVICES (<i>Window washing, waste and snow removal</i>)					
B. HEATING					
8. SALARIES					
9. FUEL ("X" one) <input type="checkbox"/> OIL <input type="checkbox"/> GAS <input type="checkbox"/> COAL <input type="checkbox"/> ELEC-TRIC					
10. SYSTEM MAINTENANCE AND REPAIR					
C. ELECTRICAL					
11. CURRENT FOR LIGHT AND POWER (<i>Including elevators</i>)					
12. REPLACEMENT OF BULBS, TUBES, STARTERS					
13. POWER FOR SPECIAL EQUIPMENT					
14. SYSTEM MAINTENANCE AND REPAIR (<i>Ballasts, fixtures, etc.</i>)					
D. PLUMBING					
15. WATER (<i>For all purposes</i>) (<i>Include sewage charges</i>)					
16. SUPPLIES (<i>Soap, towels, tissues not in 6 above</i>)					
17. SYSTEM MAINTENANCE AND REPAIR					
E. AIR CONDITIONING					
18. UTILITIES (<i>Include electricity, if not in C11</i>)					
19. SYSTEM MAINTENANCE AND REPAIR					
F. ELEVATORS					
20. SALARIES (<i>Operators, starters, etc.</i>)					
21. SYSTEM MAINTENANCE AND REPAIR					
G. MISCELLANEOUS (To the extent not included above)					
22. BUILDING ENGINEER AND/OR MANAGER					
23. SECURITY (<i>Watchmen, guards, not janitors</i>)					
24. SOCIAL SECURITY TAX AND WORKMEN'S COMPENSATION INS.					
25. LAWN AND LANDSCAPING MAINTENANCE					
26. OTHER (<i>Explain on separate sheet</i>)					
27. TOTAL					
SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES					
28. REAL ESTATE TAXES					
29. INSURANCE (<i>Hazard, liability, etc.</i>)					
30. BUILDING MAINTENANCE AND RESERVES FOR REPLACEMENT					
31. LEASE COMMISSION					
32. MANAGEMENT					
33. TOTAL					
LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities and ownership.		34. SIGNATURE OF <input type="checkbox"/> OWNER		<input type="checkbox"/> LEGAL AGENT	
TYPED NAME AND TITLE		SIGNATURE		DATE	
34A.		34B.		34C.	
35A.		35B.		35C.	

GENERAL SERVICES ADMINISTRATION

GSA FORM 1217 (REV. 7-94)

INSTRUCTIONS
FOR
LESSOR'S ANNUAL COST STATEMENT
GSA FORM 1217

In acquiring space by lease, it is the established policy of GSA to enter into leases only at rental charges which are consistent with prevailing scales in the community for facilities.

ITEM NUMBER

1. Enter the Government lease or Solicitation for Offers number, if available.
2. Enter the date that your statement was prepared and signed.
3. A. Enter in this block a computation of the rentable area (multiple tenancy basis) for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls (actual or proposed) or to other permanent partitions, or both. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.
- B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.
4. Identify the property by name and address.

SECTION I
ESTIMATED ANNUAL COST
OF SERVICES AND UTILITIES

- 5.-26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor.

Carefully review the Solicitation for Offers and/or the proposed lease to identify those services and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented

by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item contained in Section I, 5 through 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

SECTION II
ESTIMATED ANNUAL COST OF OWNERSHIP
EXCLUSIVE OF CAPITAL CHARGES

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

28. Include all applicable real estate taxes imposed upon the property.
29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.
30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boiler, compressors, elevators, and roof coverings.
31. Enter any lease commission which you may be responsible for due to the Government leasing action.
32. Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.
- 34.-35. Complete Lessor certification.

GSA FORM 1364A
SIMPLIFIED LEASE PROPOSAL

REQUEST FOR LEASE PROPOSALS
NO. 37189-Watauga-Avery-01 (Boone Co., NC)

DATE:

SECTION I – BUILDING INFORMATION

1	A. BUILDING NAME		2	NUMBER OF FLOORS	6	TOTAL PARKING FOR BUILDING
	B. BUILDING STREET ADDRESS			3		LIVE FLOOR LOAD (LBS / SQ FT)
	C. CITY	D. STATE	4		TOTAL RENTABLE AREA (SQ FT)	8
	E. 9-DIGIT ZIP CODE	F. CONGR. DISTRICT		5	BUILDING AGE (YRS)	

SECTION II – SPACE OFFERED AND RATES

9	FLOOR LOCATION	SUITE NO.	ANSI/BOMA SQ FT	TYPE OF SPACE	FLOOR LOCATION	SUITE NO.	ANSI/BOMA SQ FT	TYPE OF SPACE

10	TYPE OF SPACE	ANSI/BOMA AREA (SQ FT) A	COMMON AREA FACTOR B	RENTABLE SQ FT (RSF) A x B = C	FIRM TERM		NON-FIRM TERM		OPTION TERM		
					RENTAL RATE PER RSF/YR D	ANNUAL RENT C x D = E	RENTAL RATE (PER RSF/YR) F	ANNUAL RENT C x F = G	RENTAL RATE (PER RSF/YR) H	ANNUAL RENT C x H = I	
11	OFFICE				\$	\$	\$	\$	\$	\$	
12	OTHER				\$	\$	\$	\$	\$	\$	
13	TOTAL				\$	\$	\$	\$	\$	\$	
14	COMPOSITE ABOA PER SQ FT RATES		12E ÷ 12A = 13A		\$	12G ÷ 12A = 13B		\$	12I ÷ 12A = 13C		
15	RATE ADJUSTMENT FOR VACANT SPACE: \$						/ RENTABLE SF				
16	HOURLY RATE FOR OVERTIME HVAC: Zone \$ Floor \$ Entire space \$				Rate for 24/7 LAN \$/sf/yr _____ The cost for overtime or 24/7 HVAC must be paid separately from the rent. Do not include these costs in the rent the offered rental rate or base operating expenses.						
17	NUMBER OF PARKING SPACES OFFERED TO GOVERNMENT:		A. STRUCTURE:		C. SURFACE:						
18	CHARGE FOR SPACES OFFERED TO GOVERNMENT (IF NOT IN RENT):		B. STRUCTURE: \$ / MO		D. SURFACE: \$ / MO						
19	RIGHT TO USE OF ROOFTOP AREA FOR ANTENNAS AND ASSOCIATED RIGHTS IN BUILDING				INCLUDED		NOT INCLUDED				

SECTION III – OWNER/OFFEROR INFORMATION

18	A. OFFEROR (NAME AND COMPLETE MAILING ADDRESS)	B. OFFEROR'S AUTHORIZED REPRESENTATIVE (IF APPLICABLE) (NAME AND COMPLETE MAILING ADDRESS)	19	TELEPHONE NUMBER
				20
21	OFFEROR'S FORM OF BUSINESS: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION – SPECIFY STATE:			

SECTION IV – OFFER

22	RLP AMENDMENTS ACKNOWLEDGED (INITIAL)	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5
23	On behalf of the Offeror, the undersigned offers to lease to the Government the Premises described in Sections I and II, together with all other rights indicated therein, at the rental and other rates stated, on the terms and conditions set forth in the referenced Request for Lease Proposals and this Proposal. This Offer shall remain open for a period of 60 days.					
	A. SIGNATURE	B. NAME	C. TITLE	D. DATE		

SECTION V – PROPOSED ADDITIONAL TERMS, CONDITIONS

24 OFFEROR WILL COMPLETE THE FOLLOWING FIRE/LIFE SAFETY, ACCESSIBILITY, AND ENERGY SAVINGS IMPROVEMENTS AS REQUIRED IN THE LEASE:

25 ADDITIONAL TERMS AND CONDITIONS WITH RESPECT TO THIS OFFER:

1	<p>Offeror's Interest in the Property:</p> <p>Fee owner Other:</p> <p>Attach evidence of Offeror's interest in property (e.g., deed) and representative's authority to bind Offeror.</p>
2	<p>Flood Plains:</p> <p>The Property is in a base (100-year) flood plain in a 500-year flood plain not in a flood plain.</p> <p><i>(See RLP Paragraph 2.02)</i></p>
3	<p>Seismic Safety: The Building</p> <p>Fully meets Substantially meets Does not meet RLP seismic requirements.</p> <p><i>(See RLP Paragraph 2.03)</i> Attach appropriate documentation.</p>
4	<p>Historic Preference: The Building is a N/A</p> <p>Historic property within a historic district. Non-historic property within a historic district. Historic property outside of a historic district. None of the above.</p> <p><i>(See RLP Paragraph)</i> Attach appropriate documentation.</p>
5	<p>Asbestos: The Property</p> <p>Contains no ACM, or contains ACM in a stable, solid matrix that is not damaged or subject to damage. Contains ACM not in a stable, solid matrix.</p> <p><i>(See RLP Paragraph 2.06)</i></p>
6	<p>Fire/Life Safety:</p> <p>The Property Meets Does not meet Lease fire/life safety standards.</p> <p><i>(See RLP Paragraph 2.08)</i></p>
7	<p>Accessibility:</p> <p>The Property Meets Does not meet Lease accessibility standards.</p> <p><i>(See RLP Paragraph 2.07)</i></p>
8	<p>Security:</p> <p>Attach Pre-Lease Building Security Plan.</p> <p><i>(See RLP Paragraph 2.09)</i></p>
9	<p>ENERGY STAR®: The Building</p> <p>Has received the ENERGY STAR® Label within the past ten months. Date: Has not received the ENERGY STAR® Label within the past ten months; the Offeror has evaluated energy savings measures and Determined that none are cost effective. Determined that the following are cost effective (List):</p> <p><i>(See RLP Paragraph 2.10)</i> Attach Appropriate Documentation.</p>

SIMPLIFIED LEASE PROPOSAL DATA

PROPOSED RENT COMPONENTS			
	OFFICE AREA	Initial Term (\$/RSF) A	Option Term (\$/RSF) B
10	Building Shell Rent		
11	Amortized Tenant Improvement Costs		
12	Real Estate Taxes		
13	Operating Costs		
14	Amortized Security Upgrade Costs		
15	Total		
	OTHER SPACE	Initial Term (\$/RSF) A	Option Term (\$/RSF) B
16	Building Shell Rent		
17	Amortized Tenant Improvement Costs		
18	Real Estate Taxes		
19	Operating Costs		
20	Amortized Security Upgrade Costs		
21	Total		
22	OTHER INFORMATION SUPPLIED WITH THIS PROPOSAL		
23	The information contained in this 1364A-1 Lease Proposal Data Form is proprietary to Offeror.		
24	A. SIGNATURE	B. NAME	C. TITLE D. DATE



AGENCY SPECIFIC REQUIREMENTS PACKAGE

(TO BECOME EXHIBIT C TO LEASE)

RLP NO. 37189-Watauga-Avery-01

December 15, 2011

1. OCIO/ITS REQUIREMENTS – 6 PAGES

LESSOR: _____ GOVERNMENT: _____

USDA/OCIO/ITS REQUIREMENTS

I. SPECIFICATIONS FOR THE ADP ROOM

- A. **Square Footage.** The ADP room shall be a minimum of 75 square feet and a maximum of 100 square feet. The configuration of the room shall allow a three-foot clearance around equipment.
- B. **Doors.** The number of entrances to the ADP room will be kept to a minimum as required by local fire code. Every entrance into an ADP room must be a metal clad or solid core, lockable door. A managed process will be utilized to control all access to the room. The process can be electronic or manual (key access, door bell with escort and sign-in, etc.) and the process must be documented. One key or code will be assigned to an individual from each SCA. All computer room doors shall be removed from the master key system of the facility. Exterior doors must have either interior hinges or exterior hinges with non-removable pins.
- C. **Windows.** There will be NO WINDOWS in the ADP room, even if a portion of the room has exterior walls.
- D. **Flooring.** The flooring will be anti-static hard surface; no carpet.
- E. **Walls.** Walls of the ADP room shall extend from the structural floor slab to the structural ceiling slab with sound transmission class 40 or better. While this is preferred in all ADP rooms, it is mandatory in new construction.
- F. **Temperature and Humidity.** The ADP room shall be cooled at all times. The ambient room temperature shall be maintained between 68° to 75°F (20° to 24°C). The ambient relative humidity levels shall be maintained between 45% and 55%. The temperature and humidity controls shall be managed within the room, including points of contacts for emergency situations. The ADP room shall have access to temperature readings within the space. Air conditioning must be controlled on the weekends and holidays as needed to maintain the minimum temperature in the room. Depending on the equipment to be placed in the room, a separate air conditioning unit may be required.
- G. **Shared Space.** The ADP room shall NOT be designed as a multi-use room. Only ADP and telephone equipment shall be in this room. Mail machines, printers (unless specifically for the ADP equipment), faxes, file cabinets, shared storage, copiers, plotters, etc. shall be located outside the ADP room. ITS storage will NOT be in the ADP room.
- H. **Plumbing.** Because of the danger of water damage, the ADP room shall not be located in areas where water bearing pipes would be overhead.
- I. **Fire Suppressant Systems.** A sprinkler system will be installed when local building codes require it. A dry-pipe system is preferred. Sprinkler heads shall be placed so that they are not directly above any equipment. Each ADP room shall be equipped with any type "**Clean Agent**" (at least 5 to 6 lbs) fire extinguishers that are approved/designed to be used for Computer,

Telecommunications, Data Storage and Laboratory type rooms, which houses delicate electronic equipment. An annual inspection must be performed on the fire extinguisher.

I. SPECIFICATIONS FOR THE ADP ROOM (continued)

- J. **Design Approval**. In SCA offices, the Group Manager shall review the electrical section of the construction drawings to ensure that the location of the phone jacks, data ports, and electrical outlets will be accessible once systems furniture is installed. In all other offices, the appropriate Division Directors shall review and approve the floor plans. All final floor plans for the ADP room and general space shall be approved by the OCIO-ITS Realty Specialist before construction begins.
- K. **Public Areas**. Where possible, the ADP room shall be within the interior of the building and away from public areas. Where possible, ensure that all computer rooms are not located either above or below public areas in multi-story buildings.
- L. **Mailrooms and Loading Docks**. Where possible, the ADP room shall not be located in close proximity to mailrooms or loading docks.
- M. **Signage**. Ensure that all signs identifying the ADP room are removed from public view. Directories or building maps that identify the location of critical or sensitive asset locations shall not be displayed.
- N. **Electrical Power**. Where possible, the capability of shutting off power to an information system component that may be malfunctioning or threatened without endangering personnel by requiring them to approach the equipment shall be included in new and refurbished ADP rooms.

II. ADP ROOM EQUIPMENT OUTPUTS

Refer to the manufacturer's requirements for all equipment that will be located in the room.

III. DEDICATED ELECTRICAL CIRCUITS AND OUTLETS FOR ADP EQUIPMENT

- A. **Computer Room Circuits**. Provide and install dedicated electrical circuits with isolated grounds in the Computer Room. Dedicated circuits must be 110 volt, 20-ampere standard three-prong circuits with true earth ground terminated into orange or other uniquely marked ("computer use only") duplex outlets. Provide and install duplex outlets for each dedicated electrical circuit in the Computer room. Dedicated electrical circuits will be used for the telephone systems. The main electrical panel for the computer/voice (if computer/voice is available) equipment will be properly grounded to meet TIA/EIA and Federal Information Processing Standards (FIPS).
- B. **General Office Space Circuits**. Provide dedicated electrical circuits with multiple outlets at designated locations throughout the service center with multiple outlets to accommodate the peripheral equipment (i.e. computer workstations, printers).

III. DEDICATED ELECTRICAL CIRCUITS AND OUTLETS FOR ADP EQUIPMENT (continued)

C. Electrical Requirements for Uninterruptible Power Supply (UPS) Circuit. Critical servers are required to be connected to the UPS.

(1) Uninterruptible Power Supply (UPS). Dedicated Circuits will be required for use by UPS.

(2) Number and Type of Circuits. There will be a minimum of 2 (two) 120 volt, 30 amp minimum with true ground, terminated into a twisting-lock receptacle. Each dedicated circuit must have insulated, isolated earth ground; conduit ground is not acceptable.

(3) Receptacle. The receptacle will be a NEMA L5-30R twist-locking receptacle.

(4) Location of the UPS receptacle. The UPS receptacle will be located in the ADP/Computer room where the Local Area Network (LAN)/Wide Area Network (WAN)/Voice (LWV) cabinet is installed. The receptacle will be located within a maximum of 4.5 feet from the back of the United States Department of Agriculture (USDA) wiring cabinet.

IV. PLYWOOD

One sheet of $\frac{3}{4}$ inch 4 x 8 foot plywood shall be vertically mounted on the wall in the Computer Room within 3 feet of an electrical outlet and the wiring cabinet. The backboard should be attached to the wall using correct mounting hardware and procedures. If the wall is sheet-rocked, attach the backboard to the studs. If the wall is concrete, attach the backboard using anchors. The backboard should be painted with fire retardant paint the same color as the interior walls of the building. This will be the extended demarcation point and for the installation of phone equipment.

V. TELEPHONE SYSTEM

A telephone demarcation point (D-mark) must be provided on a type 66S block on the backboard for all telephone lines prior to the move date. The telephone system will be moved by USDA to a new office and will be installed by USDA technicians during move-in.

VI. DISTRIBUTION CLOSETS AND CABLE PATHWAYS

Facilities requiring multiple distribution points within the building or on multiple floors will comply with ANSI/TIA/EIA-569-B standards.

VII. DATA CABLING/TELECOMMUNICATIONS

A. General Specifications. All premise data/telecommunications cabling will comply with TIA/EIA-568-B. All new installations will use Category 6 cabling, as specified in TIA/EIA-568-B.2-1, or higher. All cabling will meet local building codes.

B. Exceptions. Renovations to buildings which currently comply with TIA/EIA-568-A and contain Category 5 cable and terminations may continue to use Category 5 wiring and terminations as specified in TIA/EIA-568-A.

VII. DATA CABLING/TELECOMMUNICATIONS (continued)

All substantial additions to, or replacements of, existing wiring should comply with the specifications in VII(A) where possible.

NOTE. Category 5 wiring is unsuitable for Ethernet speeds above 100 Mb/sec.

C. Copper Cable Installation.

- (1) Provide, place, terminate and test Cat-6 certified 100-ohm Balanced Twisted Pair cables according to applicable standards.
- (2) Data cable and voice cables shall be terminated with Cat-6 compliant terminations (patch panels, wall outlets, etc.).
- (3) All Balanced Twisted Pair cables shall be terminated using the T568A pin/pair assignments as specified in TIA/EIA-568-B and per FTR 1090-1997.

D. Copper Cable Specification. All cable equipment and materials must be manufactured by facilities that are International Organization for Standardization (ISO) 9001 registered and certified as follows:

- (1) Shall be Cat-6 or Cat-6a rated in accordance with ANSI/TIA/EIA-568-B.
- (2) Shall be four-pair, balanced, 100-Ohm, 24 American Wire Gage (AWG).
- (3) The selected cable must have contiguous, two-foot segment-length markers printed on the cable jacket. The markings must also show cable manufacturer, cable model number or name, cable part number, Cat-6 or Cat-6a designation, a UL or ETL verification designation, a CMP type, and a "tested to 350 MHz" or above designation.
- (4) Shall be tested and certified by the installer to comply with the previous requirements.

E. Data Fiber Cable Installation.

- (1) Fiber optic cable shall be used for all links in excess of 90 meters and where appropriate. There shall be no 90° bends in any fiber cables with a radius of less than three (3) inches.
- (2) All fiber cable links less than 500 meters shall be 6-strands, multimode optical fiber cable.
- (3) All Optical Fiber, Conductive, Plenum (OFCP) or Optical Fiber Conductive Riser (OFCR) rated fiber cable shall be properly grounded at both ends and may not be installed in the same cable tray or conduit as power cables.
- (4) All ANSI/TIA/EIA-568-B requirements for fiber cable installation, testing, and termination will be observed.

VII. DATA CABLING/TELECOMMUNICATIONS (continued)

E. Data Fiber Cable Installation.

(5) All strands of each fiber cable shall be terminated at each end of the cable, with either Straight Tip (ST) or Standard Connector (SC) connectors, as appropriate to the related equipment interface connector, and will be conveyed to the selected cable contractor upon request.

FIGURE 1



SC Connector

FIGURE 2



ST Connector

(6) Supply several sets of fiber patch cords that should not only serve immediate switch connection concerns, but allow for possible switch update connections in the future. The unused fiber patch cables will be kept in reserve at this site, in the event that such switch updates do occur.

F. Data Fiber Cable Specifications.

(1) All fiber cable shall be 6-strand, multimode, tight buffered, 50 x 125 μm optical fiber, rated OFCP or OFCR as appropriate, and must be clearly marked as such on the cable sheathing.

(2) All fiber link cable runs, shall be run within orange, plenum rated inter-duct, and appropriately sized according to the number of fiber runs to be contained.

(3) Both the fiber cable sheathing and the protective inter-duct shall be colored orange to denote multimode fiber.

G. Wall Input/Output (I/O) Face Plates for Work Area I/O Connections. Work areas will have a quad or hex outlet plate connector with four or six RJ-45 connectors (see diagram). Extra outlet plate connectors will also be required in some common areas. All drops will be identified and numbered on the office floor plan prior to installation. Each of the four or six connectors will be cabled with 4-pair balanced twisted-pair cable. The data cables will be category 6 as listed in the cable specification block. These cables will be terminated with RJ-45 connectors at the device end. The other end will be punched down on an RJ-45/110-type patch panel in the LWV wiring cabinet. Each quad plate MUST be labeled with the work station number (1, 2, etc.) and the A, B, C, etc. format. Each connection MUST be identified as (1A, 1B, 2A, 2B, etc.) on the corresponding patch panel location.

VII. DATA CABLING/TELECOMMUNICATIONS (continued)

FIGURE 3



Quad Plate
Quad Plate – Ports A, B, C – Data
Port D- Phone

FIGURE 4



Hex Plate
Hex Plate – Ports A, B, C, D, E - Data
Port F – Phone

VIII. LAN/WAN/VOICE CABINET

The Government will provide the LAN/WAN/VOICE cabinet, and a cable installation contractor will provide and install the wiring, cabling, and patch panels in the cabinet as specified by the TSD Group Manager. Patch panels will be RJ-45/110 type and appropriately-sized, based upon the number of quad and/or hex outlet plates. A wire service loop that will allow the cabinet to freely move a minimum of six feet in any direction will be installed by the cable installation contractor as part of the cable installation. The RJ-45/110 type patch panel must be mounted in the cabinet in the place designated by the TSD Group Manager.

IX. COPIES OF RELATED DOCUMENTS

- A. Copies of Federal Telecommunications Recommendations (FTRs). Copies of FTRs are available from:

National Communications System (NCS), Technology and Standards Division (N6)
701 South Court House Road
Arlington, Virginia 22204-2198
Telephone: (703) 607-6204

- B. Copies of the specifications and related documents. Copies of the specifications and related documents can be obtained from:

- (1) Global Engineering Documents
15 Inverness Way East
Englewood, Colorado 80112
Telephone: (800) 854-7179 or
(303) 397-7956
www.global.ihs.com
- (2) National Resource for Global Standards
www.nssn.org

INITIALS: Lessor: _____ & Government: _____

SOLICITATION PROVISIONS
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (MAR 1998)

(a) Definitions. As used in this provision—

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:

- (i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and
- (ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(2) Late proposals and revisions.

(i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:

- (A) It was sent by registered or certified mail not later than the 5th calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th).
- (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.
- (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays.
- (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

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- (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.
- (F) It is the only proposal received.
- (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.
- (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
- (viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.
- (3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.
- (4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

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- (5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.
- (7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.
- (d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:
- (1) Mark the title page with the following legend:
- This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets].
- (2) Mark each sheet of data it wishes to restrict with the following legend:
- Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (e) Lease award.
- (1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a lease after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (7) The unconditional written acceptance of an offer establishes a valid contract.
- (8) The Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;

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- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
 - (iii) A summary of the rationale for award.
2. 52.222-24 - PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
- If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.
3. 552.270-3 - PARTIES TO EXECUTE LEASE (SEP 1999)
- (a) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of his power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.
 - (b) If the Lessor is a partnership, the lease must be signed with the partnership name, followed by the name of the legally authorized partner signing the same, and, if requested by the Government, a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.
 - (c) If the Lessor is a corporation, the lease must be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority so to act shall be furnished.
4. 52.233-2 - SERVICE OF PROTEST (AUG 1996) (VARIATION)
- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown elsewhere in this solicitation.
 - (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
5. 552.233-70 - PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF AGRICULTURE (USDA) (MAR 2000)
- (a) The following definitions apply in this provision:

"Deciding official" means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the protester may request review by someone other than the CO; this person will be designated by USDA pursuant to FAR 33.103 (d)(4).
 - (b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. USDA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.
 - (c) A protest filed directly with the Department of Agriculture (USDA) must:
 - (1) Indicate that it is a protest to the agency.
 - (2) Be filed with the Contracting Officer.
 - (3) State whether the protester chooses to have the Contracting Officer or another designated official USDA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
 - (4) Include the information required by FAR 33.103(d)(2):

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- (i) Name, address, fax number, and telephone number of the protester.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).
- (d) An interested party filing a protest with USDA has the choice of requesting either that the Contracting Officer or another designated official for USDA decide the protest.
- (e) The decision by another designated official for USDA is an alternative to a decision by the Contracting Officer. The other designated official for USDA will not consider appeals from the Contracting Officer's decision on an agency protest.
- (f) The following procedures apply to information submitted in support of or in response to an agency protest:
- (1) The protester and the agency have only one opportunity to support or explain the substance of the protest (in writing, in the protest letter).
 - (2) USDA procedures do not provide for any discovery.
 - (3) The deciding official has discretion to request additional information from the protester. However, the deciding official will normally decide protests on the basis of initial information provided by the protester.
- (g) A protester may represent itself or be represented by legal counsel. USDA will not reimburse the party for any legal fees related to the agency protest.
- (h) USDA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (i) The deciding official will make a best effort to issue a decision on the protest within thirty-five (35) days after the filing date. The decision will be written.
- (j) USDA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of USDA.
6. 52.215-5 - FACSIMILE PROPOSALS (OCT 1997)
- (a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
 - (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
 - (c) The telephone number of receiving facsimile equipment is: [insert telephone number].

- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

7. FLOOD PLAINS AND WETLANDS (APR 1984)

An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined it to be the only practicable alternative.

INITIALS _____ & _____
Lessor Government

REPRESENTATIONS AND CERTIFICATIONS (Short Form) (Simplified Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Annual Rent)	Solicitation Number	Dated
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. SMALL BUSINESS REPRESENTATION (JAN 2007)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
- (1) The Offeror represents as part of its offer that it is, is not a small business concern.
- (2) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it is, is not a women-owned small business concern.
- (4) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (5) *[Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The Offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (6) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, as part of its offer, that—
- (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

INITIALS: _____ & _____
LESSOR GOVERNMENT

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2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It has, has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

4. 52.203-11 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

INITIALS: _____ & _____
LESSOR GOVERNMENT

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5. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.
- (d) *Taxpayer Identification Number (TIN).*

- TIN: _____
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- Sole proprietorship; Government entity (Federal, State, or local);
- Partnership; Foreign government;
- Corporate entity (not tax-exempt); International organization per 26 CFR 1.6049-4;
- Corporate entity (tax-exempt); Other _____

(f) *Common Parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:

Name _____

TIN _____

6. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to

INITIALS: _____ & _____
LESSOR GOVERNMENT

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establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An Offeror may obtain a DUNS number—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The Offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and zip code.
 - (iv) Company mailing address, city, state and zip code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

7. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # _____

8. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

- Registration Active and Copy Attached
- Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	NAME STREET CITY, STATE, ZIP	
	Signature	Date

INITIALS: _____ & _____
LESSOR GOVERNMENT

**PRELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A LOW-RISE OFFICE BUILDING**

The Offeror or the Offeror's representative shall complete this form based on a walk-through of the building or their knowledge of the building's fire protection and life safety systems. This form consists of a series of short answer and yes/no/not applicable questions related to the building's fire protection and life safety systems.

1. Fundamental Code Requirements.

- a. The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located; with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.

2. Definitions.

- a. **Low-Rise Building:** A building less than 75 feet in height where the building height is measured from the lowest level of fire department vehicle access to the floor of the highest occupied floor. A building that is 5 stories or less in height is typically considered a low-rise building.
- b. **Hazardous Areas:** Any space or compartment within a building in which storage or other activity exists that is not part of normal office space arrangements and that possesses the potential for producing a fully involved fire. Such areas used for: the storage or use of combustibles or flammables; toxic, noxious, or corrosive materials; or heat producing appliances, etc. (as defined in the latest edition of NFPA 101, *Life Safety Code*).

The Offeror states, s part of this offer, that the proposed space/building is as described below and that the information provided is accurate. In addition, the Offeror agrees all features and devices described below are in operating order and properly maintained. **THIS SFO PRELEASE FORM WILL BE COMPLETED BY THE OFFEROR OR THE OFFEROR'S REPRESENTATIVE.** Please provide additional pages should this form not provide sufficient space to respond adequately to any question.

BUILDING ADDRESS			
Building Name:			
Building Address:			
City:			
State:			
9-Digit Zip Code:			
BUILDING CODE AND FIRE CODE ADOPTED BY LOCAL JURISDICTION			
Building Code:		YEAR:	
Fire Code:		YEAR:	
SIZE AND LAYOUT			
The following information applies to (check one):			
<input type="checkbox"/> an existing building <input type="checkbox"/> a building planned for lease construction <input type="checkbox"/> a building planned for lease construction with Government option to purchase			
Identify each floor in which space is offered to Government:			
Identify gross square footage of space offered to Government on each floor:			
Identify height (in feet) of the building above the lowest level of fire department vehicle access:			
Identify the number of floors above the lowest level of fire department vehicle access:			
Identify the number of floors below the lowest level of fire department vehicle access:			
OTHER OCCUPANCIES IN BUILDING (Check All That Apply)			
<input type="checkbox"/> Restaurants	<input type="checkbox"/> Laboratories	<input type="checkbox"/> Storage	<input type="checkbox"/> Retail
<input type="checkbox"/> Other (list)			

**RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A LOW-RISE OFFICE BUILDING**

BUILDING CONSTRUCTION TYPE (Check One)				
<input type="checkbox"/> Fire resistive	<input type="checkbox"/> Heavy Timber	<input type="checkbox"/> Ordinary	<input type="checkbox"/> Wood Frame	<input type="checkbox"/> Unprotective non-combustible
VERTICAL OPENINGS (CHECK ONE)				
Between Two or More Floors				
Exit Stairways	<input type="checkbox"/> open	<input type="checkbox"/> enclosed with doors, provide description		
Shafts	<input type="checkbox"/> open	<input type="checkbox"/> enclosed, provide description		
Atrium	<input type="checkbox"/> open	<input type="checkbox"/> enclosed, provide description		
Other	<input type="checkbox"/> open	<input type="checkbox"/> enclosed, provide description		
None	<input type="checkbox"/>			
ELECTRICAL SYSTEM				
Please Check YES, NO, or NA to the following question:			YES	NO
The building electrical system appears to comply with the NFPA 70, <i>National Electrical Code</i> in that there are no obvious deficiencies (e.g., temporary wiring, use of extension cords, deteriorated equipment, missing equipment, etc.). If potential problems are noted, describe on an attached sheet.				
BUILDING EGRESS AND EXITING SYSTEM				
Please Check YES, NO, or NA to the following questions:			YES	NO
Unrestrictive access is provided to a minimum of two exits on each floor.				
Scissor stairs count as only one approved exit.				
Fire escapes are not counted as an approved exit.				
Corridors have a 1-hour fire-resistive rating.				
Exit access is at least 44 inches wide.				
All exit stairways terminate directly at a public way or at an exterior exit discharge.				
All exit doors swing in the direction of exit travel.				
BUILDING PROTECTED THROUGHOUT BY AUTOMATIC FIRE SPRINKLERS				
Please Check YES, NO, or NA to the following questions:			YES	NO
The minimum separation distance between two exits or exit access doors measured in a straight line between the exits or exit access doors shall not be less than one-third the length of the maximum overall diagonal dimension of the building or area served.				
The travel distance to the exits is not more than 300 feet.				
The maximum length of a dead-end corridor is 50 feet.				
The common path of travel is not more than 100 feet in length.				
BUILDING NOT PROTECTED THROUGHOUT BY AUTOMATIC FIRE SPRINKLERS				
Please Check YES, NO, or NA to the following questions:			YES	NO
The minimum separation distance between two exits or exit access doors measured in a straight line between the exits or exit access doors shall not be less than one-half the length of the maximum overall diagonal dimension of the building or area served.				
The travel distance to the exits is not more than 200 feet.				
The maximum length of a dead-end corridor is 50 feet.				
The common path of travel is not more than 75 feet in length.				

**RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A LOW-RISE OFFICE BUILDING**

STANDPIPES AND PORTABLE FIRE EXTINGUISHERS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Standpipes are installed in building.			
Portable fire extinguishers are installed in building.			
BUILDING EXIT HARDWARE AND EGRESS DOORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
All exit stairway doors are in proper working order.			
All exit stairway doors are self-closing or automatic-closing; and self-latching.			
In an emergency, all exit stairway doors permit re-entry from the exit stairway enclosure to the interior of the building.			
Exit doors require one action to open (e.g., no locks, locked during unoccupied periods only). NOTE: Special locking arrangements may be permitted if allowed by local jurisdiction.			
AUTOMATIC FIRE SPRINKLERS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Automatic fire sprinklers are installed throughout the building.			
Automatic fire sprinklers are installed in all below-grade space.			
Automatic fire sprinklers are installed only in corridors.			
Automatic fire sprinklers are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i>).			
Automatic fire sprinklers are installed in other locations in the building (describe locations on additional sheet).			
Central Sprinkler Company's Omega line of fire sprinklers are installed in the building (describe location(s), model(s), number of sprinklers, date installed, etc. on additional sheet).			
Automatic fire sprinklers having an "O-Ring" are installed in the building (describe location(s), model(s), number of sprinklers, date installed, etc. on additional sheet).			
The automatic fire sprinkler system is electronically supervised in accordance with NFPA 13, <i>Standard for Installation of Sprinkler Systems</i> .			
The automatic fire sprinkler system is maintained in accordance with the applicable local codes or NFPA 25, <i>Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems</i> .			
SMOKE DETECTORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Smoke detectors are installed throughout the building.			
Smoke detectors are installed only in corridors.			
Smoke detectors are installed only in elevator lobbies.			
Smoke detectors are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i>).			
Smoke detectors are installed in other locations in the building (describe other locations on additional sheet).			
Duct smoke detectors are installed in the building.			
HEAT DETECTORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Heat detectors are installed throughout the building.			
Heat detectors are installed only in corridors.			
Heat detectors are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i>).			
Heat detectors are installed in other locations in the building (describe other locations on additional sheet).			

**RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A LOW-RISE OFFICE BUILDING**

FIRE ALARM SYSTEM			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
A fire alarm system is installed in the building.			
Audible alarm notification appliances are installed and located throughout the building to be effectively heard above normal conditions of occupancy.			
Visible alarm notification appliances are installed and located throughout the building.			
Operation of the fire alarm system automatically notifies building occupants to evacuate or relocate within the building.			
Operation of the fire alarm system automatically notifies the local fire department of UL central station service.			
Emergency power is provided for the fire alarm system.			
The fire alarm system has emergency voice communication capabilities.			
The fire alarm system is maintained in accordance with the applicable local codes or NFPA 72, <i>National Fire Alarm Code</i> .			
HAZARDOUS AREAS Hazardous Areas as defined by NFPA 101, <i>Life Safety Code</i>			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Hazardous areas are located in the building.			
List location of all hazardous areas in the building (describe locations on additional sheet).			
EXIT SIGNS, EMERGENCY LIGHTING, & EMERGENCY POWER			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Illuminated exit signs are installed along exit paths.			
Emergency lighting is installed along exit paths.			
Emergency power is provided for building's life safety systems (e.g., exit signs, emergency lighting, fire alarm, etc.).			
An emergency generator is installed in the building to provide emergency power to the building's life safety systems.			
A UPS system is installed in the building to provide emergency power to the building's life safety systems.			
INTERIOR FINISH			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Offered space has corkboard installed on walls.			
Offered space has carpet installed on walls.			
Offered space has wood paneling installed on walls.			
ELEVATORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Elevators have a current certificate of elevator inspection from the local jurisdiction.			
Elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location manned during normal working hours when the elevators are in service.			
Elevators are automatically recalled by smoke detectors located in elevator lobbies and machine rooms.			
Elevators recall to an alternate level when activated by primary level smoke detector.			
Elevators are equipped with fireman's manual capture feature.			
PUBLIC ADDRESS SYSTEMS			
Please Check YES, NO, or NA to the following question:	YES	NO	NA
An independent public address system is provided throughout the building.			

PRE-LEASE BUILDING SECURITY PLAN

OFFEROR'S PRE-LEASE BUILDING SECURITY PLAN EVALUATION FOR AN OFFICE BUILDING

The Offeror must complete a report based on a walk through of the building, parking areas, and structure's perimeter that includes the review of windows or window systems, facade protection level, and perimeter evaluation.

The Offeror states, as part of this offer, that the proposed space/building is as described below and contains the identified features and devices. Should this exhibit not provide sufficient space to respond adequately to any question, additional pages should be attached.

BUILDING ADDRESS	
BUILDING NAME:	
BUILDING ADDRESS:	
CITY:	
STATE:	
Year Built:	Year Last Renovated:
SIZE AND LAYOUT	
The following information applies to (check one):	
<input type="checkbox"/> an existing building <input type="checkbox"/> a building planned for lease construction	
Space offered to Government (By Floor):	
Approximate gross area of typical floor (identify atypical floors individually)	
Building Height in Feet:	
Number of Stories Above Grade	
Number of Stories Below Grade:	
OTHER OCCUPANCIES IN BUILDING (Check All That Apply)	
Restaurants:	_____
Laboratories:	_____
Storage:	_____
Retail:	_____
Day Care Center:	_____
Other, list:	_____

PRE-LEASE BUILDING SECURITY PLAN

GENERAL INFORMATION

Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.

Identify the number of stories of the building (above and below grade)

Identify the approximate gross square footage per floor in the building.

Identify the proposed floors offered to the Government to occupy

<u>Exterior Materials</u>	<u>Yes</u>	<u>No</u>
Brick		
Block		
Concrete – Precast		
Concrete – Poured		
Metal Panels		
Glass Exterior		

Answer each question below, then, identify and discuss measures to be taken to protect and secure utilities.

<u>Question</u>	<u>Yes</u>	<u>No</u>
Is the water supply to the building protected?		
Is the main unit of air/ventilation system accessible to the public?		
Is the wire closet locked?		
Is utility access locked?		
Is there exterior access to the electric service?		
Is there exterior access to the gas service?		
Is there exterior access to the water service?		
Is there exterior access to the telephone service?		
Is there exterior access to any other heating source?		
Is fuel stored within the building?		
Are there exterior propane fuel tanks?		
For the facilities with exterior propane fuel tanks, are they protected?		

Pre-lease Exhibit, Security Evaluation p. 2

Lessor _____ Gov't _____

PRE-LEASE BUILDING SECURITY PLAN

PERIMETER INFORMATION

General Public Access	Distance in Feet
Distance in feet from the building to the nearest public street.	
Distance in feet from the building to the nearest public on-street parking.	
Distance in feet from the building to the nearest public parking lot.	

Provide a site sketch showing perimeter distances.

Describe the building's emergency lighting system.

Identify and describe the lighting levels provided at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage "crimes against persons".

Identify and describe if emergency power is provided within the building.

If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110 or NFPA 111, as applicable.

Identify and describe any garage or parking area control or surveillance systems in place.

Identify and describe the location of mechanical areas, along with protocol and procedures taken to secure these areas to ensure access by only authorized personnel.

Identify and describe roof access and the roof security, along with protocol and procedures taken to secure the roof to ensure access by only authorized personnel.

Identify and describe alarm/emergency notification system.

Review and evaluate the occupancy emergency plan.

Identify and describe window-glazing system, including,

- Typical size
- Thickness of panes
- Type of frame
- Type of anchorage
- Number of windows
- Type of glass
- Type of configuration (single-pane, insulated, laminated, etc.)
- Security film thickness (if installed)
- Date film was installed

If the proposed shatter-resistant window film is less than the 0.18 millimeter (7 mil) thickness specified in the SFO, a licensed professional engineer shall complete the evaluation specified below.

PRE-LEASE BUILDING SECURITY PLAN

For Build-to-Suit Solicitations and Alternative Blast Mitigation Proposals - NOT APPLICABLE

A registered Professional Engineer shall complete the evaluations for window glazing and facade protection. The Professional Engineer's stamp (professional license) must be placed on the report.

For Build-to-Suit solicitations, identify and describe window systems in accordance with WINGARD 4.1 or later or WINLAC 4.3 software using the test methods provided in the US General Services Administration *Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings* - ASTM International.

For Build-to-Suit solicitations, identify and describe the facade protection level as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.

For Build-to-Suit solicitations, identify and describe the distance from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion), around the complete circumference of the structure's exterior. This would mean the distance from the building to the curb or other boundary protected by bollards, planters or other barrier. All potential points of explosion must be evaluated that could be accessible by any motorized vehicle (i.e. street, alley, sidewalk, driveway, parking lot).

Pre-lease Exhibit, Security Evaluation p. 4

Lessor _____ Gov't _____

PRE-LEASE BUILDING SECURITY PLAN - NOT APPLICABLE

STATEMENT OF PROFESSIONAL ENGINEER

I hereby attest that I have performed an assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official stamp, professional license information, and signature are affixed below.

I HAVE INCLUDED FINDINGS, RECOMMENDED CORRECTIVE ACTION(S), AND MADE SPECIFIC REFERENCES TO THE APPLICABLE CODE SECTIONS OR SECURITY REFERENCE DOCUMENTS AS AN ATTACHMENT TO THIS REPORT. SUCH FINDINGS SPECIFICALLY IDENTIFY INSTANCES WHERE THE BUILDING DOES NOT COMPLY WITH THE SPECIFIED CRITERIA, AND RECOMMENDATIONS HAVE BEEN MADE IN ORDER TO RECTIFY THE SITUATION AND ASSURE SUBSTANTIAL COMPLIANCE OF THE BUILDING TO ALL APPLICABLE CRITERIA.

(if no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report)

Signature: _____ Date: _____

Printed Name: _____

Name of Firm: _____

Phone #:(____) _____

License Number: _____

Stamp Here:

PRE-LEASE BUILDING SECURITY PLAN - NOT APPLICABLE

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the minimum specified performance conditions '3b' using the test methods provided in the US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings or F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings - ASTM International, the Offeror shall attach a sheet describing the exact nature of the deficiency and will bring the offered space up to compliance with all applicable criteria to complete at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

The Offeror shall attest below that the government, may implement all security operating standards. The base building security standards may include additional performance criteria for facade and setback, if feasible.

NOTE: REPORTS SUBMITTED WITHOUT RECOMMENDED CORRECTIVE ACTIONS WILL BE RETURNED WITHOUT REVIEW.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____

EXAMPLE

[

**CERTIFICATE OF SEISMIC COMPLIANCE
EXISTING BUILDING**

Date: _____

This is to affirm that _____ served as engineer in charge of the seismic evaluation of the building located at _____

The building has the following characteristics:

ASCE Building Type: _____ No. of Stories: _____ Approx. Area: _____
Building Design Code: _____ Year of Design Code: _____ Year of Construction: _____The building has been evaluated to the **Life Safety Performance Level** as set forth in the *"Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary"*, ICSSC RP 6 using the following methodology:ASCE/SEI 31 Tier 1 Evaluation ; Tier 2 Evaluation ; Tier 3 Evaluation ; Other (please explain below). **Documentation of this evaluation must be attached to this Certificate.**On the basis of this, and to the extent permitted by this level of evaluation, it is my opinion that subject building will, will not, meet the **Life Safety Performance Level** of ICSSC RP 6.***Affix Stamp and Sign Here***

Engineer's Name:

Firm:

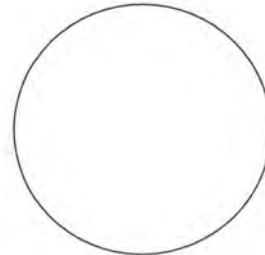
Address:

Telephone:

License No.:

State:

Expiration Date:

**Comments:**Please attach: ASCE/SEI 31 Checklist(s)
Structural, Nonstructural, and Geologic Site Hazards and FoundationINITIAL: _____ & _____
LESSOR GOVERNMENT

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AGENDA ITEM 7:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Proposed Resolution Authorizing Conveyance of Surplus Property by Donation

MANAGER'S COMMENTS:

At the January 17, 2012, Board meeting, direction was given to staff to advertise the conveyance of surplus property by donation to the Boone Optimist Club, a local non-profit organization. The advertisement has taken place and, therefore, adoption of a resolution authorizing the donation of the home side bleachers at the old Watauga High School to Boone Optimist Club is required to complete the process.

Board action is requested to adopt the resolution as presented.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**RESOLUTION OF THE
WATAUGA COUNTY BOARD OF COMMISSIONERS
AUTHORIZING CONVEYANCE OF SURPLUS PROPERTY BY DONATION**

WHEREAS, the County of Watauga along with the Watauga County Board of Education recently replaced the Watauga County High School with a newly constructed facility; and

WHEREAS, the property, buildings, furnishings, and equipment left at the old school site have been surplused with many of those items having been sold through GovDeals.com auctions; and

WHEREAS, the Boone Optimist Club, a local non-profit organization, requested the donation of the sports bleachers located on the home side of the football stadium at the old high school property for use at their fields of which the County's Parks and Recreation Department utilizes for organized sporting events; and

WHEREAS, North Carolina General Statute § 160A-280 permits a County to donate any personal property it deems to be surplus, obsolete, or unused to an incorporated nonprofit organization according to the procedures prescribed in 160A-280(a).

NOW THEREFORE BE IT RESOLVED by the Watauga County Board of Commissioners hereby authorizes the donation of the following described surplus property to the Boone Optimist Club: sports arena bleachers currently located at the old Watauga High School.

ADOPTED this the 21st day of February, 2012, pursuant to the provisions of North Carolina General Statute 160A-280.

Nathan A. Miller, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

(SEAL)

AGENDA ITEM 7:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Announcements

MANAGER'S COMMENTS:

The Annual Pre-Budget Retreat is scheduled for Friday, February 24 (12:00 P.M. to 6:00 P.M.) & Saturday, February 25, 2012, (9:00 A.M. to 12:00 P.M.) in the Commissioners' Board Room.

The Watauga Drug Treatment Court Team has invited Board members to observe a session of Drug Treatment Court on Wednesday, February 29, 2012, at 3:30 P.M. in the small courtroom.

An Intergovernmental Retreat is scheduled for Monday, March 5, 2012, from 5:00 P.M. to 7:00 P.M., on the 5th floor of the ASU Athletics Center, overlooking the stadium. The meeting will include a presentation on local government finance from Ms. Madeleine Henley with North Carolina League of Municipalities (NCLM).

The 2012 Watauga County Economic Development Summit is scheduled for Wednesday, March 7, 2012, from 1:00 to 5:00 P.M. at the Blowing Rock Art and History Museum in Downtown Blowing Rock.

An Incident Command System (ICS) Overview for Executives/Senior Officials training is scheduled on March 28, 2012, from 4:00 P.M. to 6:00 P.M. in the Commissioners' Board Room.

Deron.Geouque

From: Melissa Johnson <blueridgedisp40@bellsouth.net>
Sent: Monday, January 30, 2012 2:12 PM
To: Nathan Miller; Deron.Geouque; Jim Deal; Margaret Pierce; David Blust; Tim.Futrelle;
Vince Gable
Subject: Watauga Drug Treatment Court

The Watauga Drug Treatment Court Team would like to invite you to observe an upcoming session of Drug Treatment Court. The next three sessions are this Wednesday, February 1st, at 3:30; Wednesday, February 15th, at 3:30 and Wednesday February 29th, at 3:30. Court is usually in the small courtroom – we will post a notice if it is being held somewhere else. This Wednesday we do have two folks graduating, so there will be refreshments immediately following court. Please call me or Marisa if you have any questions. We look forward to seeing you.

Regards,

Melissa Johnson
Mediation and Restorative Justice Center
(828) 264-3040

Anita.Fogle

From: Phil Trew <ptrew@regiond.org>
Sent: Thursday, February 16, 2012 11:33 AM
To: Randy Feierabend; Scott Hildebran; Greg Young; Ed Evans; Greg Lovins; Deron.Geouque; Susan McCracken
Cc: Anita.Fogle; Kim Brown; Freida Vanallen; Jennifer Broderick; Sharon Greene
Subject: March 5 retreat info.

Sorry for the delay, but it has taken awhile to organize the March 5 retreat. We're set for March 5, 5-7 pm, at the ASU Athletics Center, 5th floor, overlooking the stadium. Thanks to ASU for lining up the venue, and providing parking assistance.

We will have a presentation on local government finance from Madeleine Henley with NCLM. NCACC staff were unavailable, but Madeleine will try to touch on County issues (Medicaid, etc.).

Since we only have one presenter, do you all want to have Craig Hughes from our office give a 15-minute status report on the Watauga Comprehensive Transportation Plan (CTP) process? Goals and Objectives have been developed, and the NCDOT has run a traffic projection model to identify deficiencies in the highway network. Next step will be recommendations to address the deficiencies. Your boards will all be asked to adopt the CTP when complete. Let me know if you want/don't want to have this on the agenda.

I'll send agendas out on February 27. Please let your boards know the date so they can plan on attending.

Phil
Phillip Trew, AICP
Director of Planning and Development
High Country Council of Governments
468 New Market Boulevard
Boone, NC 28607
828-265-5434, ext. 121
828-265-5439 (fax)
ptrew@regiond.org



SAVE THE DATE!!!!

**2012 Watauga County Economic Development Summit
Blowing Rock Art and History Museum
Downtown Blowing Rock
March 7, 2012**

1:00 PM – 5:00 PM

Agenda:

**Overview of the Watauga Economy
Presentation of EDC's Targeted Marketing Analysis
Significant Drivers of Economic Growth
Challenges and Opportunities Facing Local Organizations
Where to Focus Economic Development Efforts
Areas and Opportunities for Increased Cooperation**

Sponsored By

**BREMCO
New River Light & Power
Advantage West**

Plenty of Parking on Site

Snow Date: March 21, 2012

For additional information contact:

Watauga County Economic Development Office

828-264-3082

From: Seth Norris <norrissa@appstate.edu>
Sent: Thursday, February 09, 2012 4:11 PM
To: greg.young@townofboone.net; brtownmanager@townofblowing.com; townmanager@sevendevids.net; manager@townofbeechmountain.com
Cc: Deron.Geouque; Anita.Fogle; Steve.Sudderth; jimmy.isaacs@townofboone.net; Dana.Crawford@townofboone.net; 'Kent Graham'; ebrown303@bellsouth.net; policechief@sevendevids.net; chief@townofbeechmountain.com; rpudney@beechmountainvfd.org
Subject: ICS Workshop for Executives/Senior Officials

Good afternoon,

Last fall Watauga County Emergency Management hosted a workshop for local government managers and elected officials to discuss the emergency management program in North Carolina. During that workshop, several attendees discussed the implications that the National Incident Management System (NIMS) and Incident Command System (ICS) have on local government. Although the federal government expects local governments to comply with NIMS, the content is relatively unfamiliar. I am offering a workshop to provide you and your elected officials with information pertaining to NIMS, ICS, and how these concepts apply to us locally.

On Wednesday, March 28, 2012 from 4 p.m. – 6 p.m. you and your council members are invited to attend the Federal Emergency Management Agency's ***G402 Incident Command System (ICS) Overview for Executives/Senior Officials***. Among other topics, the course objectives include:

- Describe the Incident Command System (ICS).
- Describe the various ways ICS can be applied.
- Define the role of an Executive/Senior Official relative to the ICS.
- Describe the major responsibilities of an Executive/ Senior Official as related to an incident.
- Demonstrate basic familiarity with ICS terminology.
- Describe the basic organization of ICS and know the functional responsibilities of the Command and General Staffs.
- Describe issues that influence incident complexity and the tools available to analyze complexity.
- Describe the differences between on-incident ICS organizations and activities and the activities accomplished by Emergency Operations Centers (EOCs), Area Commands, and Multiagency Coordination Systems (MACS).
- Explain the administrative, logistical, financial, and reporting implications of large incident operations.
- Describe the sources of information regarding the incident and how to access them.
- Describe types of agency(ies) policies and guidelines that influence management of incident or event activities.

Of course, we will also discuss the local context and how these regulations apply. Many of your police officers, firefighters, and others have completed ICS courses, some even committing 40 hours or more to the training. This 2-hour workshop provides you with a practical overview.

The target audience includes managers, council members, fire chiefs, and police chiefs. I recommend that you bring a team from your municipality. The training is scheduled in the Watauga County Board Room, 814 West King Street.

Please RSVP no later than Wednesday, March 14, 2012. You are welcome to ask any questions prior to the workshop by emailing me (norrissa@appstate.edu) or calling my cell phone at (828) 773-4609.

I look forward to hearing from you soon.

Thank you,
Seth Norris, MPA, CEM
Director

Environmental Health, Safety, & Emergency Management

Appalachian State University

828.262.8081 [o]

828.406.7610 [m]

norrissa@appstate.edu

022112 BCC Meeting

AGENDA ITEM 8:

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE *PROPOSED WATAUGA COUNTY GATED COMMUNITY ORDINANCE*

MANAGER'S COMMENTS:

A public hearing has been scheduled to allow citizen comment on the proposed *Watauga County Gated Community Ordinance*. The purpose of the ordinance is to establish rules and standards for the installation of electronic access gates for gated communities.

Board direction is requested at the close of the public hearing.

Watauga County Ordinance to Regulate Installation and Maintenance of Electronic Access Gates for Gated Communities

Section	
100.01	Authority and Purpose
100.02	Definitions
100.03	Requirements
100.04	Gate Development Specifics
100.05	Process
100.06	Maintenance
100.07	Modifications
100.08	Violations
100.09	Effective Date

DRAFT

100.01 AUTHORITY AND PURPOSE

This ordinance is enacted pursuant to the general police powers granted to Watauga County by North Carolina Gen. Stat. §153A-121, N.C. Gen. Stat. §153A-352, and Section 503 of the 2009 North Carolina State Fire Prevention Code. The purpose of this ordinance is to establish rules and standards for the installation of electronic access gates for gated communities in order to provide for the safe and efficient ingress and egress for fire, law enforcement, and other emergency personnel.

100.02 DEFINITIONS

For the purposes of this section, the following words shall have the following meanings:

Key Box: A secure, tamperproof device with a lock operable only by a fire department, police department, or emergency services department master key, and containing building entry keys and other such devices that may be required for access in an emergency.

Gated Community: A development that is enclosed within a geographical area by restrictive gates.

Gates: A crossbar, door, or other obstructive device which is utilized for the purpose of restricting, controlling, or obstructing entry or exit by motor vehicles or pedestrians to or from a private roadway.

Ingress/Egress: The point where vehicles or pedestrians enter and exit a development.

Modifications: Any structural changes from the original configuration (new or existing), change from manual to electric, change of electronic control operation or alterations requiring a permit.

Private Streets: Internal streets that are not owned or maintained by North Carolina Department of Transportation and that are owned and maintained by an entity responsible for upkeep and maintenance, such as a homeowners association, community group, property management company, or similar organization.

100.03 REQUIREMENTS

New and existing, when applicable, gated communities shall comply with the following requirements:

- A. All streets in the gated community must be private streets.
- B. The location of the gate(s) shall comply with Section 100.04 of this ordinance and the North Carolina State Fire Prevention Code, as applicable.
- C. The gates shall be maintained in working order and inspected as needed.
- D. Gates pre-existing to the adoption of this ordinance shall not be affected by this ordinance provided they are maintained and in working order. If such gates are replaced or modified, they shall conform to the requirements of Sections 100.04, parts C through K, of this ordinance and the North Carolina State Fire Prevention Code as applicable.
- E. Applicants shall adhere to section 100.05 below regarding the process for obtaining approval for gates.

100.04 GATE DEVELOPMENT SPECIFICS

- A. Entrance ways and exit ways shall be a minimum of twenty (20) feet unobstructed width. When separated by medians, posts or other obstructions, each entrance and exit lane shall be provided with a minimum unobstructed width of twelve (12) feet. There shall also be at least 40' measured from the gate to the ultimate right-of-way so the fire truck or emergency vehicle will not block the adjacent public right-of-way.
- B. The ingress/egress area at the gate location shall be separated by a minimum 5' landscape island.
- C. It shall be determined if the gates are to be manual or electrical in operation. All electrical vehicular gates shall be provided with access control using a Radio Transceiver for public safety and authorized users. This transceiver will allow emergency vehicles to open the gate from a mobile or portable radio, and must be pre-approved by Watauga County.
- D. All electrical vehicular gates shall be provided with a fail-open device in the event of power failures unless secondary power is provide by battery back-up or generator. During a power failure, the gates will open and remain open. These devices should restore the gate(s) to the closed position after the power is restored. Any residential gated communities consisting of three (3) or less dwelling units are not subject to this requirement.
- E. Gates need to be opened for appropriate personnel to enter the community during an emergency. A fire service recognized/approved dual key activating switch or padlock shall be installed to allow emergency personnel access through vehicular gates.
- F. An approved dual key lock box containing cards, keys, pass codes and operating instructions shall be provided at each entrance gate.
- G. Gates shall be designed so that when fully opened do not obstruct the path of travel for vehicles or pedestrians, whether emergency and non-emergency. Gates shall remain fully open during an emergency event, when activated by responding agency, until reset. A 'Hold Open' code must be included in design and functioning of the gate.

H. If there are two or more gates in any single development, all gates shall be operated in the same fashion.

I. Gate activation shall not be altered or placed out of service without prior notification to the Watauga County Fire Marshal's Office, Watauga County Planning and Inspections Department and the Local Fire Department.

J. Each entrance gate shall be provided with an "override" feature to allow the gate(s) to remain open so that multiple fire apparatus can enter without having to wait for intermittent opening of the gate(s).

K. Each entrance gate shall be equipped with a manual override feature so as to permit opening during power failures or other emergency.

100.05 APPLICATION AND APPROVAL PROCESS

A. The applicant shall submit a detailed plan, including but not limited to, scaled drawings showing the location of the gates, turn radius, dimensions of the gates, pavement, sidewalks, curbs, etc. Information such as topography lines, vegetation, site triangles, etc. shall also be included with the submittal.

B. The applicant shall submit these plans for review by the Planning & Inspections Department, who shall forward the plans to the Sheriff's Department, Fire Marshal's Office, EMS, and Local Fire Department for approval.

C. All applicable permits for the construction of gates shall be obtained from Watauga County Planning and Inspections. The Department of Planning & Inspections shall verify approval by the agencies listed in Section 100.05 (b) of the gate plan prior to issuance of a permit.

D. All property owners shall notify the Watauga County E911 Department of any gate access code changes prior to such changes taking effect.

E. All gated communities applying for a permit to install a gate shall acknowledge that if the affected properties gate fails to operate in its intended operational capacity, and such failure results in damage to the gate or constitutes the responding emergency agency to alter normal entrance procedures, the responding agency, mutual aid departments and Watauga County shall not be held liable for damages incurred.

100.06 MAINTENANCE

Gates subject to this ordinance shall be kept in their original working order and shall be repaired and/or replaced in the event they are disabled and/or damaged. It shall not be the responsibility of the County to maintain these gates. Gates subject to this ordinance shall be monitored annually by the Local Fire Department and verified by the Watauga County Fire Marshal's Office every three (3) years of their operation or as deemed appropriate by the Watauga County Fire Marshal's Office.

100.07 MODIFICATIONS

Any gate (new or existing) altered outside the scope of their original installation and/or permitting, will be considered a modification. Notification and plans for modification shall be submitted to the Watauga County Office of Planning and

Inspections for review and decision upon compliance with this ordinance.

100.08 VIOLATIONS

A. It shall be unlawful for any person to construct, install, or maintain any blocking device, such as a gate or any other type of barrier without first review and approval by Watauga County.

B. If it is found that a gated community is in violation of this ordinance, the property owner(s) shall be notified of said violation in writing by the Watauga County Fire Marshal’s Office. Failure to remedy the violation within seven (7) business days shall subject the violator to remedies as authorized under G. S. 153A-123 and G.S. 143-139. Civil penalties shall be imposed in the amount of \$200.00 per day until the violation has been remedied. In addition to the civil penalty, or in the alternative, this ordinance may be enforced by injunction and order of abatement in the General Court of Justice. Each day’s continuing violation of this ordinance is a separate and distinct offense.

100.09 EFFECTIVE DATE

This Ordinance shall become effective upon its ratification and adoption by the Watauga County Board of Commissioners.

READ, CONSIDERED, PASSED, AND APPROVED at the regular meeting of the Board of Commissioners for Watauga County at which a quorum was present and which was held the ____ day of _____, 2012.

By: _____
Nathan A. Miller, Chairman
Watauga County Board of Commissioners

Attest:

_____(SEAL)
Anita Fogle, Clerk to the Board

AGENDA ITEM 9:

PUBLIC COMMENT

MANAGER'S COMMENTS:

Time has been reserved to allow citizen comment to address the Board for any area of interest or concern.