

APPENDIX A



SAMPLE

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

Lease Number

THIS LEASE AGREEMENT ("LEASE") is executed this _____ day of _____, 20___, by and between The Commonwealth of Pennsylvania, Department of _____, acting through the Department of General Services, (hereinafter called "LESSEE"), and _____, with primary offices located at _____, Pennsylvania _____(hereinafter called "LESSOR").

WHEREAS, by the Act of April 9, 1929, P.L. 177, as amended, 71 P.S. Section 632(d), the Department of General Services is, with the approval of the Board of Commissioners of Public Grounds and Buildings, authorized and empowered to rent proper and adequate offices, rooms or accommodations for any department, board of commission which cannot be properly and adequately accommodated with offices, rooms and accommodations in the Capitol Buildings; and

WHEREAS, in cases where a branch office has been established outside of the Capital City, it has been established with the approval of the Executive Board.

NOW THEREFORE, in consideration of the following mutual promises and intending to be legally bound hereby, LESSOR and LESSEE agree to the following terms and conditions:

- 1. PREMISES. LESSOR hereby lets unto LESSEE for use by the Department of _____, _____, the premises, or part of the building, situated at _____, _____, in the County of _____, Pennsylvania, more specifically described on the plan and/or specifications attached hereto marked Exhibit "A", and consisting of _____ net usable square feet (the "PREMISES") together with the appurtenances thereto, including, but not limited to the parking area as more fully set forth below, as well as adequate means of ingress and egress to the PREMISES. The parties agree that for the purposes of this LEASE, "net usable square feet" has been computed by measuring the area to be used by the Using Agency from the inside of the perimeter walls surrounding this area, excluding stairwells, elevator shafts, public restrooms not within the leased space, mechanical and building equipment rooms and any area used by the LESSOR. LESSOR lets unto LESSEE _____ () parking spaces situate**

_____, Pennsylvania. The lease of the parking space is included in the rent provided in Paragraph 3 hereof.

2. **TERM.** The term of the LEASE shall commence on _____, 20____, or such other date that the PREMISES are accepted for occupancy by the LESSEE in the event the PREMISES are not ready for occupancy at the time the LEASE term commences. Said term shall extend for _____ (____) years from said commencement or acceptance date with any option terms provided for herein being adjusted accordingly.

3. **RENT.** LESSEE shall pay LESSOR rent for the use and occupancy of the PREMISES. The rental rate for the first year of the LEASE shall be _____ and 00/100 Dollars (\$ _____) per net usable square foot per year. During the first year of the LEASE, LESSEE shall pay RENT each month in the amount of _____ and 00/100 Dollars (\$ _____) (“Initial Rent”) comprising an annual rental of _____ and 00/100 Dollars (\$ _____).

The rental rate shall be comprised of Base Rent of _____ and 00/100 Dollars (\$ _____) per net usable square foot per year and “Additional Rent”. The Additional Rent for the first year of the LEASE shall be _____ and 00/100 Dollars (\$ _____) per net usable square foot per year. The Additional Rent (and, therefore, the RENT) for the second and succeeding years of the term of the LEASE shall be adjusted in accordance with Paragraph 4 below.

The source of funds for this lease may be federal funds. If this lease is funded by federal funds, then landlord agrees that delay in the timely payment of rent by the Commonwealth shall not constitute an event of default or cause for termination of this lease, if such delay is due to the failure of the Federal Government to disperse funds to the Commonwealth. The Commonwealth agrees to pay all arrearages upon the resumption of federal funding including any penalties provided herein.

4. **RENT ADJUSTMENT.** An annual adjustment to the RENT, up to a maximum annual amount of 5% of the preceding years’ Additional Rent, shall be made to cover increases or decreases in the costs of real estate taxes, utilities, water, sewer, trash removal, insurance and janitorial services. The actual amount of the adjustment (increase or decrease) shall be determined by annually applying the CPI-U, NE Cities index (Consumer Price Index for all Urban Consumers, Northeast Cities index, all items, as found in table 11 of the CPI Detailed Report published by the U.S. Department of Labor, Bureau of Labor Statistics) to the amount of the Additional Rent for the preceding year of the LEASE.

LESSOR and LESSEE agree that the CPI-U, NE Cities Index reported four months prior to each anniversary date of the LEASE, including any option periods, shall be used to determine the amount of the adjustment. LESSEE shall, without the necessity of a request from LESSOR, apply the percentage of change in the Index to the Additional Rent

and then add the adjusted Additional Rent to the Base Rent to calculate the RENT, to be paid for the following year of the LEASE.

The Additional Rent shall not be adjusted to reflect actual costs incurred by LESSOR during the term of this LEASE, nor shall the amounts paid as Additional Rent be adjusted to reflect changes in the above LESSOR costs.

5. **OPTIONS.** LESSEE, at its sole discretion, shall have the option to renew this LEASE for additional terms. In order to exercise an option, LESSEE must give LESSOR _____ () months' prior written notice before expiration of the then current term. LESSEE shall have the following options:

	<u>Beginning Date</u>	<u>Expiration Date</u>	<u>Base Rent</u>
1st Renewal Term			
2nd Renewal Term			

Additional Rent, as provided for and calculated during the original term of the LEASE in accordance with Paragraph 4, above, shall be added to the "Base Rent" set forth above. During the option term(s), additional Rent adjustments will be made and applied during each and every year of the option term(s) and will continue to be calculated in the same fashion as in the initial term or preceding option term, if any, and in accordance with Paragraph 4 above.

6. **HOLDOVER/TERMINATION.** Should LESSEE holdover in possession after the expiration of the initial term of this LEASE (without exercising the option) or any option renewal term (without exercising any remaining option), such holding over shall not be deemed to extend the term of this LEASE or any renewal, but the tenancy thereafter shall continue from month to month, subject to the covenants and conditions of this LEASE, until either party shall give the other _____ () months' notice in writing of their intention to terminate the tenancy. In the event Lessee decides to holdover rather than exercise an option under Paragraph 4, LESSEE shall pay the amount of the monthly rent specified for such option for each month of occupancy as a holdover tenant.

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

unamortized costs of renovations performed by LESSOR pursuant to this LEASE at LESSEE'S request, and which are peculiar to LESSEE'S tenancy. The agreed on costs of such renovations are \$_____.

8. **LESSOR'S DUTY TO MITIGATE DAMAGES.** In the event LESSEE abandons the leased PREMISES, the LESSOR has an affirmative duty, to proceed in good faith and with due diligence, to make reasonable efforts to mitigate its damages or prevent further loss.

9. **SERVICES.** LESSOR, at its sole cost and in return for the rent paid by LESSEE pursuant to this Lease, shall provide, maintain, and pay the periodic charges for heat, ventilation and air conditioning: all energy used and consumed on the PREMISES including but not limited to gas, oil, electric; water and sewer; hot and cold water; snow and ice removal from walks, driveways, and parking area; janitorial services and supplies in accordance with Exhibit "B"; trash removal (from LESSOR's property); lawn and shrub care services; and lavatories and water coolers in accordance with Department of Labor and Industry requirements.

The rental rate provided in this LEASE presumes a normal workweek from Monday through Friday, at the hours of 7:00 A.M. to 7:00 P.M. LESSEE may use the PREMISES beyond these hours. The building will be accessible seven days a week, twenty-four hours a day.

10. **DISADVANTAGED BUSINESS PARTICIPATION COMMITMENT.** To the extent that LESSOR has made commitments to disadvantaged businesses in its Disadvantaged Business Submittal, those commitments are set forth in Exhibit E, which is attached hereto and made a part hereof. LESSOR agrees to meet and maintain those commitments through the lease term, including any renewals and extensions. Any proposed change must be submitted to the Pennsylvania Department of General Services, Bureau of Minority and Women Business Opportunities ("BMWBO"), which will make a recommendation as to a course of action to the tenant Commonwealth agency. If LESSOR has made commitments to disadvantaged businesses in Exhibit E, LESSOR shall complete the LESSOR's Quarterly Utilization Report and submit it to the tenant Commonwealth agency and BMWBO within ten (10) workdays at the end of each calendar quarter during the term of the LEASE.

11. **TAXES.** LESSOR agrees to pay, prior to delinquency and directly to the taxing authority, all real estate taxes and municipal assessments applicable to the PREMISES.

12. **MAINTENANCE.** LESSOR, at its sole cost and in return for the rent paid by LESSEE pursuant to this Lease, shall maintain, repair and provide the continuous upkeep of the exterior of the building(s), all internal building systems, including but not limited to, electrical, lighting, plumbing, heating, ventilation equipment, air conditioning, elevators, escalators, and/or lifts, and as more specifically stated in the Agency Specifications and below:

a) **LIGHTING** - All lighting shall be maintained at working levels which meet the minimum standard of the American Illuminating Engineering Society Lighting Handbook, Current Edition in effect at the time of the commencement of the LEASE. LESSOR shall provide, install and replace all light bulbs, tubes, ballasts and starters.

b) **HEATING, VENTILATION AND AIR CONDITIONING** - HVAC systems shall be designed, maintained and operated in a manner which maximizes energy efficiency. All equipment and systems shall be in operating order 24 hours per day and shall be serviced and maintained by LESSOR. Systems shall be inspected and serviced regularly to insure proper balancing and calibration.

Exhaust systems shall be provided for ventilation of toilet rooms, lunch areas, smoke rooms, conference rooms and operate and comply with state and local regulations. Note: All HVAC systems shall be designed in accordance with the current ASHRAE standards (where practical) but, ASHRAE 90-75 shall be the standard for new buildings unless the building codes of the local municipality require a more strict standard, in which event the standard required by the municipality will apply.

Heating and air conditioning systems shall provide and maintain an inside automatically controlled temperature under all conditions of 74 degrees F (23 degrees C) in winter and 75 degrees F (24 degrees C) in summer, respectively. Relative humidity shall be maintained at 40-60%, where practical. Fall and spring change-over adjustments shall be made as necessary to effect optimal temperature in the PREMISES.

Mechanical ventilation shall be provided on a year-round basis. Ventilation air introduced into occupied spaces shall be free of outside contaminants and tempered according to the season. Air conditioning systems can be used for winter time ventilation, provided the outside air component must be heated before delivery into the occupied space:

1. For systems introducing 100% outside air, ventilation shall provide a minimum of 20 cfm per occupant or 0.25 cfm per square foot of floor area, whichever is greater.
2. For air recirculation systems, fresh outside air shall be introduced into the systems at a rate of 20 cfm per occupant. (Where design occupancy is unknown it shall assumed to be 7 persons per 1,000 sq. ft., of floor space).
3. In special cases where air recirculation systems are equipped with air cleaning devices designed to remove odorous and

gaseous contaminants, the fresh outside air component may be reduced to 5 cfm per occupant.

c) JANITORIAL SERVICES, if a part of this LEASE, shall be provided in accordance with Exhibit "B".

d) LESSOR shall be responsible for maintaining the building(s) and its internal systems in good condition and shall make all repairs caused by ordinary wear and tear, damage by fire or other casualty and any other cause except such damage caused by LESSEE'S negligence, or the negligence of LESSEE's agents, business invitees or guests. The building(s) and its internal systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire and safety hazards, uncomfortable drafts, excessive air velocities, etc. Without additional charge, LESSEE may require LESSOR to test once a year, with adequate notice, such systems as fire alarm, sprinkler, emergency generator, or other safety systems in the building to insure proper operation. The testing and inspection of the systems (and its equipment) must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate and/or provided to Lessee at Lessee's request.

e) LESSOR shall submit, within one month after the commencement date of this LEASE and each year thereafter, current certifications from reputable contractors that all fire suppression systems are being serviced and tested on an acceptable periodic basis. Certificates shall be submitted for the following items, where applicable: sprinkler system, fire alarm system, emergency light, and fire extinguishers.

f) LESSOR shall submit within one month after the commencement date of this LEASE and annually thereafter, current certifications from its insurance or service company, wherever is applicable, that all boilers, pressure vessels, and elevators are being serviced and inspected on an acceptable periodic basis.

g) LESSOR shall be responsible for the exterior maintenance of the facility including but not limited to landscaping, lawn and shrub care and parking lots, (including policing, that is, assuring that the number of parking spaces provided for LESSEE are available for use by LESSEE, its employees and invitees, but not including security for the parking area) except as otherwise provided in this Lease.

h) LESSOR must have a building superintendent or a locally-designated representative available to proactively manage the PREMISES and promptly respond to LESSEE's requests to correct any Lease deficiency.

i) LESSOR shall repaint the PREMISES every (____) years during the term of this Lease and any option terms. LESSEE may waive any repainting if, in its sole judgment, it determines that said repainting is not necessary;

13. **CONSTRUCTION OR ADDITIONAL ALTERATIONS.** LESSOR shall, at its cost and expense, and in return for the rent paid by LESSEE pursuant to this LEASE, construct and renovate the PREMISES substantially in accordance with the plans and/or specifications listed and set forth in Exhibit "A" (the "Work"). Prior to occupancy, minor punch list items and the due dates for completion of said punch list items shall be established and agreed upon by LESSOR and LESSEE. LESSOR agrees and acknowledges that the using agency has no authority to initiate or authorize change orders to the Work. All change orders to the Work must be signed and authorized by the Department of General Services, Bureau of Real Estate and/or Bureau of Public Works. Any change orders which exceed \$5,000.00 and all change orders when the aggregate of change orders will exceed \$50,000.00 must also be signed and authorized by the Commonwealth Office of the Budget. Failure of the LESSOR to obtain the required signatures shall relieve the Commonwealth from any obligation to pay for any work described in such change order(s). LESSOR shall not receive remuneration which is in addition to the rent for any construction or alterations to the PREMISES outside of the scope of the Work, unless LESSEE has, by a fully executed lease amendment containing the details of said construction or alterations, as well as the specific cost, agreed to such payment.

Except as otherwise provided herein, LESSEE shall not make, or permit to be made, any alterations, improvements or additions to the PREMISES without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld. All alterations, improvements or additions to the PREMISES shall comply with all applicable laws.

Except as otherwise provided herein, LESSOR shall not make, or permit to be made, any alterations, improvements or additions to the PREMISES without the prior written consent of the LESSEE. All alterations, improvements or additions to the PREMISES shall comply with all applicable laws.

In all its procurement documents for renovations to the PREMISES, the LESSOR shall require that any insulation provided for the renovations must contain the minimum percentage of postconsumer recovered paper or recovered material as shown below for the applicable product:

MATERIAL TYPE	PERCENTAGE BY WEIGHT
Cellulose loose-fill and spray on Perlite composite board	75% postconsumer recovered paper 23% postconsumer recovered paper

**Plastic rigid foam, polyisocyanurate/
polyurethane:**

Rigid foam	9% recovered material
Foam-in-place	5% recovered material
Glass ridge foam	6% recovered material
Phenolic ridge foam	5% recovered material
Rock wool	75% recovered material

"Postconsumer recovered paper" is defined as "Any paper, paperboard and fibrous wastes from retail stores, office buildings, homes and so forth, after they have passed through their end-usage as a consumer item including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards and used cordage; as well as all paper, paperboard and fibrous wastes that enter and are collected from municipal solid waste."

"Recovered materials" is defined as "Waste material and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process."

The lessor shall require the contractor to provide the LESSOR with documentary evidence that the insulation provided for the renovations was produced with the required minimum percentage of postconsumer recovered paper or recovered material.

14. **CONFLICT BETWEEN LEASE AND SPECIFICATIONS.** To the extent that there are any conflicts between the requirements in Paragraphs 12 "Maintenance," Paragraph 13 "Construction or Additional Alterations" and the plans and/or specifications "Exhibit A," the LESSOR shall maintain/construct the PREMISES in accordance with the stricter standard.

15. **COMPLETION.** AFTER receipt of a fully executed copy of this LEASE, LESSOR agrees:

- a) Within _____ (____) days, to furnish the using agency detailed plans, specifications, drawings and other relevant construction documents (collectively "Documents") pertaining to the construction of and/or renovation of the PREMISES. Within thirty (30) days the using agency shall review and approve or reject the Documents. The approved Documents shall become Exhibit A to this LEASE and replace those plans and specifications that were attached as Exhibit A at the time of execution of the LEASE. If in the event the using agency review exceeds thirty (30) days the Completion schedule shall be extended accordingly to incorporate the number of days exceeding the initial thirty (30) day review period.

b) Within _____ (____) days of using agency approval of the Documents, to commence construction and/or renovation of the PREMISES.

c) Within _____ (____) days of commencement of construction, to complete all construction and/or renovation work in accordance with the approved Documents including final clean-up and the securing of all occupancy licenses or permits required by any governmental entity for occupancy.

d) The entire project shall be completed within _____(____) days.

e) Upon completion of construction/renovation and preparation of the PREMISES so that it is ready for occupancy, LESSOR, at its sole expense, shall:

1) Arrange for field measurements of the PREMISES and verification of the total usable area in the building by a licensed architect and/or engineer.

2) Provide LESSEE with a written certificate from the architect/engineer that shall include a sealed set of drawings showing, in red, any changes in the dimension of the PREMISES in the total usable area of the building from the last set of drawings which the LESSOR provided to the Commonwealth's Bureau of Real Estate. The certificate shall: (i) include the date(s) when the measurements were done; (ii) specify the usable area in the PREMISES and the entire building; and (iii) state that the usable area was determined based upon the Commonwealth's usable area definition. The certificate must be signed by the architect/engineer and bear his seal.

3) At LESSEE's request, furnish complete as-built drawings of the completed structure in autoCAD version 12.0 on a 3 1/2 inch floppy diskette, and hard copy, drawn to a minimum 1/8 inch -- 1 foot scale.

Time is of the essence. If LESSOR fails or refuses to comply with provisions a), b), c), or d) of this paragraph, LESSEE, after giving LESSOR thirty (30) days' notice in writing, shall have the right to terminate this LEASE and/or exercise any other remedy it may have under the LEASE or at law. Furthermore, in addition to these rights, LESSOR shall pay LESSEE, at LESSEE's option, as liquidated damages, one percent of the annual rental of this LEASE for each and every day the PREMISES are not ready for occupancy by the date provided for in provision c) above.

No rents shall be due or payable until the construction/renovations required under Paragraph 12 are substantially completed as determined by the Using Agency in accordance with the Plans and Specifications listed in Exhibit A and LESSOR has complied with Provisions a), b), c), and d) of this paragraph. Upon completion of the construction/renovations, the Using Agency shall provide the Department of General Services', Bureau of Real Estate, with written verification of construction and/or renovations. It is further understood that in accordance with Paragraph 2 hereof, the commencement date of this LEASE will be automatically changed to the date of acceptance of the construction and/or renovations and LESSOR compliance with provisions a), b), c), and d) of this paragraph. The termination date and the beginning and expiration date of any renewal terms shall also be automatically changed.

The Commonwealth shall receive any net useable square feet within the leased premises in excess of that stated in the LEASE free of any and all costs or charges.

In the event there is less net usable square feet than stated in the LEASE the Commonwealth shall pay only for the net useable square feet provided and/or shall have the option to exercise its rights under the LEASE if it deems, in its sole judgment, that the amount of net usable square feet being provided is insufficient to meet its needs.

16. PAYMENT OF PREVAILING MINIMUM WAGES. LESSOR and LESSOR's contractor(s) must comply with the following conditions, provisions and requirements in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the PREMISES:

- a. LESSOR and LESSOR's contractors shall pay at least the wage rates as determined by the Secretary of the Pennsylvania Department of Labor and Industry and shall comply with the conditions of the Prevailing Wage Act of August 15, 1961, 43 P.S. § 165-1 et seq., and the regulations issued thereto, to assure the full and proper payment of the rates.
- b. Workers in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the PREMISES shall be paid at least the general prevailing minimum wage rates as set forth in the prevailing minimum wage predetermination, issued by the Secretary of labor and Industry, that is attached to, and made a part of the lease as Exhibit "D".
- c. These requirements apply to work performed in the construction of the building, substantial rehabilitation of the building and/or

substantial alterations to the PREMISES by LESSOR, LESSOR's contractor(s) and all subcontractors.

- d. LESSOR shall insert in all its contracts for the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the PREMISES and shall require the contractor(s) to insert in each of its subcontracts the stipulations contained in these provisions.
- e. No workers may be employed in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the PREMISES except in accordance with the classifications in the prevailing minimum wage predetermination of the Secretary. If additional or different classifications are necessary, LESSOR shall request the Department of General Services to petition the Secretary of Labor and Industry for rates for additional or different classifications.
- f. Workers employed or working in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the PREMISES shall be paid unconditionally, regardless of whether a contractual relationship exists or the nature of a contractual relationship which may be alleged to exist between a contractor, subcontractor and worker, at least once a week, without deduction or rebate, on any account, either directly or indirectly except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the lease, the Prevailing Wage Act or the regulations promulgated pursuant to the Act prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to a worker on a public work.
- g. LESSOR shall require its contractor(s) and each subcontractor to post for the entire period of the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the PREMISES the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the work and at the places used by them to pay workers their wages. The posted notice of wage rates shall contain the following information:
 - (i) The name of project.
 - (ii) The name of the Commonwealth agency that will be the

- tenant in the facility.
- (iii) The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - (iv) The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.
 - (v) A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor or subcontractor are not complying with the act or this title, they may file a protest in writing with the Secretary of Labor and Industry within 3 months of the date of the occurrence, objecting to the payment to a contractor to the extent of the amount due or to become due to them as wages for work performed on the public work project. A worker paid less than the rate specified in the contract shall have a civil right to action for the difference between the wage paid and the wages stipulated in the contract, which right of action shall be exercised within 6 months from the occurrence of the event creating the right.
- h. LESSOR shall require its contractor(s) and each subcontractor to keep an accurate record showing the name, craft or classification, number of hours worked per day and the actual hourly rate of wage paid, including employee benefits, to each worker employed by him in connection with the public work. The record shall include deductions from each worker. The record shall be preserved for 2 years from the date of payment and shall be open at reasonable hours to the inspection of the Department of General Services, the Department of Labor and Industry and the tenant agency.
- i. Apprentices shall be limited to numbers in accordance with a bona fide apprenticeship program registered with and approved by The Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with The Apprenticeship and Training Act (43 P.S. §§ 90.1-90.10), approved July 14, 1961, and the regulations issued thereto shall be employed on the public work project. A worker using the tools of a craft who does not qualify as an apprentice within this subsection shall be paid the rate predetermined for journeymen in that particular craft or classification.
- j. Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor

and Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.

- k. Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Prevailing Wage Act and the lease, regardless of the average hourly earnings resulting therefrom.
- l. LESSOR shall require its contractor(s) and each subcontractor to file a statement each week and a final statement at the conclusion of the work on the contract under oath, and in form satisfactory to the Secretary, certifying that workers have been paid wages in strict conformity with the provisions of the contract as prescribed by this provision or if wages remain unpaid to set forth the amount of wages due and owing to each worker respectively.
- m. The provisions of the Prevailing Wage Act (43 P.S. §§ 165-1 through 165-17) and the regulations issued thereto (34 Pa. Code §§ 9.101 through 9.112) are incorporated by reference in the LEASE.
- n. As used in this paragraph, “substantial rehabilitation” is the conversion or adaptation of an existing facility into a safe, structurally sound building, by gutting and extensive re-construction, to make the building suitable for use by LESSEE.
- o. As used in this paragraph, “substantial alterations” are those alterations to an existing facility by LESSOR in accordance with the specifications, plans, or drawings contained in the LEASE or where the final plans, drawings or specifications must be reviewed and approved by LESSEE.

17. **INSURANCE.** LESSOR shall procure and maintain at its expense, the following types of insurance, issued by companies acceptable to LESSEE and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- a. Worker's Compensation Insurance for all of the LESSOR's employees and those of any contractor, engaged in work at the PREMISES in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereof.

b. Public liability and property damage insurance to protect LESSEE, LESSOR and any and all contractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from property damage, which may arise from services performed by LESSOR, its agents or employees under this LEASE or from an alleged defective, dangerous or untenable condition of the PREMISES. The limits of such insurance shall be in an amount not less than \$500,000.00 each person and \$2,000,000.00 each occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured.

Prior to occupancy of the PREMISES, LESSOR shall provide LESSEE with current certificates of insurance. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or changed until at least thirty (30) days' written notice has been given to LESSEE.

18. **HOLD HARMLESS.** LESSOR shall save and hold harmless LESSEE, and its officers, agents and employees or any of them from any and all claims, demands, actions or liability (including, but not limited to, consequential damages and reasonable attorney's fees) of any nature based upon or arising out of:

- a. any service performed by LESSOR, its agents or employees under this LEASE, except such services as are properly performed at the express direction of LESSEE;
- b. any actual or alleged defective, dangerous or untenable condition of the PREMISES.
- c. violations of, or noncompliance of the PREMISES with, any statute, ordinance, rule or regulation of any governmental authority.

19. **ENCUMBRANCES.** LESSOR covenants that it has good and clear title to the PREMISES or that it has the right and authority from the owner of the PREMISES to lease the Premises. LESSOR covenants that LESSEE shall enjoy peaceful and uninterrupted possession of the PREMISES during the term of this LEASE. LESSOR shall provide LESSEE and any mortgagee that may hold an encumbrance against the PREMISES, an estoppel certificate or Non-Disturbance and Attornment Agreement with respect to matters related to this LEASE and/or the status of performance of obligations by the parties under this LEASE.

20. **DAMAGE/DESTRUCTION.** In the event of damage to the PREMISES by fire, flood, lightning, or other Act of God, or act of terrorism rendering it impossible or substantially inconvenient for LESSEE to continue to occupy or use the

PREMISES for its operations, the LESSOR, after notice from the LESSEE of the condition shall have sixty (60) days to repair and/or restore the PREMISES to a tenantable condition. If LESSOR fails to repair and/or restore the PREMISES within said period of sixty (60) days, or if LESSOR fails to make reasonable progress during the sixty (60) day period, as determined by LESSEE in its sole discretion, LESSEE may, at its option: a.) terminate this LEASE by giving LESSOR thirty (30) days' written termination notice or b.) after first giving LESSOR fifteen (15) days' written notice, repair and restore the PREMISES to a tenantable condition, and deduct such costs made in restoration of the PREMISES from the RENT due the LESSOR. At LESSEE'S option, payment of RENT shall abate as long as the PREMISES remains in an untenable condition after notice to LESSOR and shall resume only after the condition has been substantially corrected. Such abatement shall be prorated on the portion of the PREMISES that is or remains untenable.

21. **EVENTS OF DEFAULT.** Any one or more of the following events shall constitute an "Event of Default":

a) Failure of LESSOR to provide the services without disruption or interruption as stipulated in this LEASE.

b) Failure of LESSOR to maintain the PREMISES in tenantable condition.

c) Failure of LESSOR to provide peaceful and uninterrupted possession of the PREMISES by LESSEE.

d) Failure of LESSOR to perform or observe any other lease obligations.

22. **REMEDY.** Upon the occurrence and during the continuance of an Event of Default, LESSEE may, after giving LESSOR thirty (30) days' written notice (during the thirty (30) day period, LESSOR shall have the opportunity to correct the event of default), exercise one or more of the following remedies:

a) Perform, on behalf of and at the expense of LESSOR, any obligation of LESSOR under this LEASE which LESSOR has failed to perform and of which LESSEE shall have given LESSOR notice, the cost of which performance by LESSEE shall be payable by LESSOR to LESSEE upon demand or deducted by LESSEE from the RENT or any other amount due LESSOR by LESSEE.

b) Terminate this LEASE and the tenancy created hereby.

c) Abate payment of RENT as long as the "Event of Default" remains in effect. After corrective action has been completed by LESSOR, LESSEE shall pay LESSOR the withheld rent less any costs suffered by LESSEE or the tenant agency resulting from the event of default.

d) Exercise any other legal and/or equitable rights or remedies available to LESSEE.

23. **REGULATIONS.** With full understanding by LESSOR of the intended use of the PREMISES by LESSEE, LESSOR agrees to make the PREMISES conform to all governmental zoning and occupancy rules and regulations and be approved by the Department of Labor and Industry, in addition to any other local, state, federal or governmental agencies having jurisdiction for regulations covering occupancy, fire and panic, toilet rooms, safety, chemical or other codes pertaining to the property.

LESSOR, at its sole expense, shall promptly take action to comply with changes in any code or regulation requirements when such changes occur in local, state or federal codes or regulations during the term of the LEASE and any renewal thereof. If such changes result from the use of the PREMISES by LESSEE, LESSEE shall reimburse LESSOR for the reasonable costs of compliance.

24. **VENDING.** The Commonwealth reserves the right to install and operate vending machines on the PREMISES without any additional payment to LESSOR or any sharing of the income derived from the operation of the vending machines. LESSOR shall not install or operate any vending machines in the PREMISES unless requested by the using agency. If the PREMISES is located in a multi-tenant building, LESSOR may install vending machines in the common areas of the building. All receipts from the operation of vending machines, after costs of goods sold, and all commissions paid by a commercial vending concern shall accrue to the licensed blind vendor operating a vending facility on the PREMISES or, if none, to the Employment Fund for the Blind.

25. **RECYCLING.** LESSOR will provide a collection system, to be pre-approved by the LESSEE, for the removal of recyclable materials from the PREMISES in compliance with local codes and ordinances, and Act 101 of 1988. LESSOR must provide suitable containers, dumpsters, etc., for collecting and storing recyclable materials in the PREMISES and on LESSOR's property. LESSOR will assume all costs related to the disposal and removal of recyclable materials unless LESSEE notifies LESSOR in writing of its intention to do so.

26. **OFFSET PROVISION.** LESSOR agrees that LESSEE may set off the amount of any state tax liability or other debt of LESSOR or its subsidiaries that is owed to the Commonwealth and not being contested on appeal against any payments due the LESSOR under this or any other contract with the Commonwealth.

27. **ASBESTOS.** LESSOR hereby agrees to strictly adhere to the provisions of Exhibit "C" to this LEASE. In addition, LESSOR further agrees to protect,

indemnify and save harmless LESSEE from and against any and all liabilities, losses, damages, costs, expenses, cause of action, suits, claims, demands or judgments of any nature arising from any injuries to, or the death of any person growing out of or connected with the presence of asbestos in the PREMISES.

28. **NO ORAL MODIFICATION.** This LEASE may not be modified orally. Except as provided in this LEASE, all modifications must be by written amendment signed by both parties.

29. **INTERPRETATION.** This LEASE shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

30. **COMPLIANCE WITH LAWS.** LESSOR agrees to comply with all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the PREMISES.

31. **DISPUTES.** In the event of a controversy or claim arising from the LEASE, LESSOR must, within six (6) months after the cause of action accrues, file a written claim with the Director of the Bureau of Real Estate, Department of General Services, for a determination. The claim shall state all grounds upon which LESSOR asserts a dispute exists. If the LESSOR fails to file a claim or files an untimely claim, the LESSOR is deemed to have waived its right to assert a claim in any forum.

The Director of the Bureau of Real Estate, Department of General Services, shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of LESSEE and the LESSOR. The Director of the Bureau of Real Estate shall send his/her written determination to LESSOR. If the Director of the Bureau of Real Estate fails to issue a final determination within 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The determination of the Director of the Bureau of Real Estate shall be the final order of the Department of General Services.

Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, LESSOR may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, LESSOR shall proceed diligently with the performance of the LEASE in a manner consistent with the determination of the Director of the Bureau of Real Estate, and LESSEE shall compensate the LESSOR pursuant to the terms of the LEASE.

32. **ASSIGNMENT.** LESSOR may not assign this LEASE without the prior written approval of LESSEE, which approval shall not be unreasonably withheld.

Use of the PREMISES by another Commonwealth agency shall not be deemed a sublease or assignment and shall not require the consent or approval of LESSOR.

33. **BINDING SUCCESSOR AND ASSIGNS.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective successors and assigns of the said parties.

34. **CONTRACTOR INTEGRITY PROVISIONS.** LESSOR agrees to comply with the Contractor Integrity Provisions that follow:

a. **Definitions.**

1) Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.

2) Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this LEASE.

3) Contractor means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than 5% interest.

4) Financial Interest means:

a) Ownership or more than a five percent interest in any business; or

b) Holding a position as an officer, director, trustee, partner employee, or the like, or holding any position of management.

5) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

- b. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.**
- c. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.**
- d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for this decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.**
- e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.**
- f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this LEASE except as provided therein.**
- g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.**
- h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.**
- i. The Contractor, by execution of this LEASE and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.**
- j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form**

deemed relevant by the Inspector General to the contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.

k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

The Contractor shall preserve books, documents, and records sufficient to justify the charges billed the Commonwealth for three years after expiration of the contract, or until all questioned items are resolved after the services are furnished under this Contract. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

35. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE. LESSOR shall comply with all applicable provisions of the state and federal constitution, laws, regulations and judicial orders pertaining to nondiscrimination/sexual harassment and equal employment opportunity, including the provisions of the Nondiscrimination/Sexual Harassment Clause that follows:

a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b. Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

c. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

d. Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

e. The contractor and each subcontractor shall furnish all necessary employment documents and record to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.

f. The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

g. The Commonwealth may cancel or terminate the contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility File.

36. ACCESSIBILITY TO THE PREMISES BY INDIVIDUALS WITH DISABILITIES. LESSOR shall be responsible for, and shall bear the financial burden for, ensuring that the PREMISES comply with the building accessibility requirements of the Americans with Disabilities Act and its title II regulations as well as the Universal Accessibility Act (Act of September 1, 1965, P.L. 459, No. 235) and its implementing regulations. LESSOR's responsibilities shall include, but shall not be limited to, removal of any structural or communication barriers for accessibility to the PREMISES by individuals with disabilities and providing auxiliary aids and services as required. LESSEE shall only be responsible for providing program accessibility to individuals with disabilities unless alterations, improvements and additions to the PREMISES are required in order to provide program accessibility, in which case, LESSOR shall be responsible. LESSOR shall defend any suit or

proceeding brought against LESSEE on account of any alleged violation of any federal or state statute or regulation relating to accessibility to buildings by individuals with disabilities. LESSOR shall indemnify and hold LESSEE harmless from any and all damages, costs and expenses, awarded therein against LESSEE.

LESSOR understands and agrees that pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., no individual with a disability shall, on the basis of the disability, be excluded from participation in this LEASE or from activities provided for under this LEASE. As a condition of accepting and executing this LEASE, LESSOR agrees to comply with the "General Prohibitions Against Discrimination" 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors and lessors.

The LESSOR shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the LESSOR'S failure to comply with the provisions of this Paragraph.

37. CONTRACTOR RESPONSIBILITY PROVISIONS. For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

a. The contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

b. The contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.

c. The contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

d. The failure of the contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.

e. The contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the contractor's compliance with the terms of this or any other agreement between the contractor and the Commonwealth, which results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The contractor shall not be responsible for investigative costs for investigations that do not result in the contractor's suspension or debarment.

f. The contractor may obtain the current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dqs.state.pa.us/debarment.htm> or contacting the:

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

38. Lease Provisions - Right to Know Law

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Lease.

b. Unless the Lessor provides the Commonwealth, in writing, with the name and contact information of another person, the agency shall notify the Lessor using the Lessor information provided by the Lessor or the legal contact information provided in this Lease if the agency needs the Lessor's assistance in any matter arising out of the Right to Know Law. The Lessor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change.

c. Upon notification from the Commonwealth that the Commonwealth requires the Lessor's assistance in responding to a RTKL request for records in the Lessor's possession, the Lessor shall provide the Commonwealth, within fourteen (14) calendar days after receipt of such notification, access to, and copies of, any document or information in the Lessor's possession which arises out of the Lease that the Commonwealth requests ("Requested Information") and provide such other assistance as the Commonwealth may request in order to comply with the RTKL. If the Lessor fails to provide the Requested Information to the Commonwealth within fourteen (14) calendar days after receipt of such notification the Lessor shall pay, indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth.

d. The Commonwealth's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Lessor agrees not to challenge the Commonwealth's decision to deem the Requested Information a Public Record. If the Lessor considers the Requested Information to be a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Lessor will immediately notify the Commonwealth, and will provide a written statement signed by a representative of the Lessor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days. If, upon review of the Lessor's written statement, the Commonwealth still decides to provide the Requested Information, Lessor will not challenge or in any way hold liable the Commonwealth for such a decision.

e. The Commonwealth will reimburse the Lessor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

f. Lessor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Lessor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL. Lessor's duties relating to the RTKL are continuing duties that survive the expiration of this Lease and shall continue as long as the Lessor has Requested Information in its possession.

39. **NOTICE.** Any notice or demand from LESSEE to LESSOR or from LESSOR to LESSEE shall be in writing and shall be delivered by hand or by deposit in United States mail, postage prepaid, via registered or certified mail. If to LESSOR, in an envelope addressed to the attention of:

If to LESSEE, in an envelope addressed to the attention of:

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

40. **EXHIBITS AND ADDENDA PART OF LEASE.** Included in and made a part of this LEASE, whether or not referred to in the body of this LEASE and with the same force and effect as though fully set forth hereto are Exhibits "A" through "E".

41. **CANCELLATION OF CURRENT LEASE BETWEEN PARTIES (# _____).** LEASE between the parties hereto, dated _____, and beginning _____, is hereby canceled as of _____, only if (1) this LEASE is approved by the Board of Commissioners of Public Grounds and Buildings before _____, and (2) any construction, renovations or improvements which are required are completed and accepted before then. If either the date of approval by the Board of Commissioners of Public Grounds and Buildings or the date of completion/acceptance of any construction, renovations or improvements occur on or after _____, then the LEASE dated _____ and beginning _____, is hereby canceled as of the later of: (1) the date of Board approval, and (2) the date of completion/acceptance.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents, and intend to be legally bound thereby, the day and year first above written.

ATTEST:

Lessor

**COMMONWEALTH OF PENNSYLVANIA
Acting Through
DEPARTMENT OF GENERAL SERVICES**

ATTEST:

**By _____ (SEAL)
Secretary of General Services**

BOARD OF COMMISSIONERS OF PUBLIC GROUNDS AND BUILDINGS

STATE TREASURER

GOVERNOR

APPROVED AS TO FORM AND LEGALITY

OFFICE OF GENERAL COUNSEL

OFFICE OF ATTORNEY GENERAL

By _____

By _____

_____, _____

_____, _____

EXHIBIT B

GENERAL INFORMATION

The janitorial service will provide all of the equipment and supplies to meet the cleaning requirements. (See chart)

The janitorial service will also supply the following:

Liquid hand soap

Toilet tissue

Liners for sanitary napkin receptacles

Paper towels

Sanitary napkins

Paper cups (if necessary)

JANITORIAL SPECIFICATIONS

General Office Cleaning	Daily	Weekly	Monthly	Four Months	Semi- Annually	Annually	As Needed	Other
1. Empty all waste receptacles. Replace plastic liners. Remove trash to designated area.	X							
2. Clean trash cans.							X	
3. Maintain separation and removal of recyclables in accordance with local agreement.	X							
4. Empty and clean ashtrays.	X							
5. Clean and polish water coolers.	X							
6. Thoroughly clean entrance doors (inspect daily).		X						
7. Clean window glass on inside and outside of entrance doors and reception partition.	X							
8. Dust woodwork, files, bookcases, partitions, ledges, window sills, desks and work stations and other office furniture and equipment.		X						
9. Clean passenger elevator walls.		X						
10. Dust venetian blinds with treated cloth.				X				
11. Vacuum upholstered furniture.					X			
12. Wash all window glass inside and out.						X		
13. Wash venetian blinds.						X		
14. Dust all grills, vents, louvers and diffusers.				X				
15. Wash all grills, vents, louvers, diffusers and fluorescent lights and covers.						X		
16. Wash all doors and door knobs.						X		
17. Spot clean doors, handles & metal surfaces.							X	

JANITORIAL SPECIFICATIONS

Rest Room Cleaning	Daily	Weekly	Monthly	Four Months	Semi- Annually	Annually	As Needed	Other
1. Wash sinks, urinals, and toilet bowls using scouring powder to remove stains, clean under sides, wash both sides of toilet seats and tile walls near urinals with disinfectant.	X							
2. Empty, clean and reline all sanitary napkin receptacles.	X							
3. Fill and maintain mechanical operation of all toilet tissue dispensers, sanitary napkin dispensers, towel, soap, and paper cup dispensers. Ensure that replacement supplies are available to CAO staff.	X							
4. Polish flushmaster, piping, toilet hinges, dispensers, and other metal work in rest rooms.		X						
5. Clean shower stalls.		X						
6. Wash tile walls, stall partitions and fixtures with disinfectant.			X					
7. Polish mirrors.	X							

JANITORIAL SPECIFICATIONS

Office Floors	Daily	Weekly	Monthly	Four Months	Semi-Annual y	Annual y	As Needed	Other
1. Sweep and wet mop tile floors in kitchen, worker entrance area, client and worker traffic areas and the elevator. Vacuum these areas if carpeted.	X							
2. Sweep and wet mop/vacuum all other floors in the general office area.	X							
3. Sweep floors and stairs in stair wells.		X						
4. Spot clean carpets or tile floors including stair wells and elevators.							X	
5. Apply nonskid wax and buff tile floors.			X					
6. Strip all tile floors of old finish and apply two coats of antiskid wax and buff.					X			
7. Steam clean carpeting in high traffic areas identified in No. 1 above.					X			
8. Steam clean carpeting in low traffic areas identified in No. 3 above.						X		

JANITORIAL SPECIFICATIONS

Kitchen Cleaning	Daily	Weekly	Monthl y	Four Months	Semi- Annuall y	Annuall y	As Needed	Other
1. Wash all counter surfaces, sinks, and table tops.	X							
2. Wipe with a damp cloth the refrigerator doors and microwave doors and the stove.	X							
3. Clean the interior of the refrigerator, stove, microwave per local plan.								X
4. Clean kitchen cabinets.					X			

JANITORIAL SPECIFICATIONS

Office Walls and Ceilings	Daily	Weekly	Monthl y	Four Months	Semi- Annuall y	Annuall y	As Needed	Other
1. Dust all ceilings.					X			
2. Dust walls removing and cleaning pictures, charts, etc.					X			
3. Wash walls and woodwork if appropriate as per local agreement.						X		
4. Spot clean ceiling tiles, walls and woodwork.							X	

JANITORIAL SPECIFICATIONS

Other Cleaning	Daily	Weekly	Monthl y	Four Months	Semi- Annuall y	Annuall y	As Needed	Other
1. Clean janitor's sink and neatly store cleaning equipment and supplies in designated locations.	X							
2. Replace light bulbs.							X	

EXHIBIT C

ASBESTOS

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

- a. Building(s) must be inspected by PAL&I-certified inspector(s), each with a minimum of one (1) year experience in conducting building inspections for asbestos-containing materials (ACM).
- b. Samples must be collected and analyzed in numbers no less stringent than AHERA guidelines.
- c. Sample analysis must be performed by laboratory(ies) accredited under the NVLAP program for asbestos bulk sample analysis.
- d. All suspect materials must be analyzed for asbestos, except for the following:
 - (1) Roofing materials
 - (2) Undamaged firedoors
 - (3) Exterior siding

Suspect materials not analyzed must be reported as “assumed-ACM”.

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

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

2. LESSOR agrees that any and all recommendations made by the professional preparing the above management plan to repair, remove, encapsulate, or otherwise abate any or all ACM or assumed-ACM in the building(s) will be completed prior to occupancy by LESSEE. As a minimum requirement, all ACM or assumed-ACM with any degree of damage must be restored to an undamaged condition prior to occupancy of the premises by LESSEE. LESSEE will not be responsible for any expenses incurred in complying with the recommended actions, or for lease payments prior to occupancy. This work must be completed in accordance with the following criteria:

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

centimeter for any of the samples will result in failure of the testing, and will require recleaning until all five (5) sample results are less than .01 fibers per cubic centimeter.

- h. For clearance testing of projects involving the disturbance of a quantity of ACM or assumed-ACM greater than 160 square feet or 260 linear feet, the guidelines of 40 CFR Part 763, Subpart E, Appendix A, Section IV (Mandatory Interpretation of Transmission Electron Microscopy Results to Determine Completion of Response Actions) shall apply.**
- i. Verbal results of clearance monitoring following abatement must be provided to LESSEE prior to removal of primary barriers. In addition, copies of all air monitoring results and hygienist's reports must be delivered to LESSEE within thirty (30) days following completion of any abatement action.**

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

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

- a. Repair all damaged ACM and damaged assumed-ACM, and remove all debris suspected of containing asbestos.**
- b. Remove and replace damaged ACM and damaged assumed-ACM with other appropriate building materials and restore the building to a safe condition, or**

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

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

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

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

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

