LEASE NO. GS-09P-LCA03197

Standard Lease
GSA FORM L201C (September 2013)

This Lease is made and entered into between

Lessor's Name: CW FBI Sacramento, LLC
Chicago, Illinois
(A Joint Venture of Cunningham Development Company, Inc. and Walsh Investors, LLC)
A Delaware Limited Liability Company

("The Lessor"), whose principal place of business is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

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 General Services Administration ("GSA"), 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

The Northwest corner of Blue Oaks Boulevard and Washington Boulevard in the City of Roseville, County of Placer, State of California, Parcel 7 and Parcel 8. The formal address will be provided at a later date.

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

20 Years Term, 20 Years Firm,

Subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, 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:

CW FBI Sacramento, LLC, Chicago Illinois

(A Joint Venture of Cunningham Development Company, Inc. and Walsh Investors, LLC)

A Delaware Limited Liability Company

William L. Cunningham Corso

75 Malaga Cove Pl (b) (6) [redacted]

Palos Verdes Estate

Name:
Title: President, Cunningham Development Company Inc., Manager, CW FBI Sacramento, LLC.
Date: 7-25-2014

WITNESSED BY:

(b) (6) [redacted]

Name: Wendy Klonek
Title: Notary Public
Date: 7/25/14

(b) (6) [redacted]

Deborah D. Orkowski
Lease Contracting Officer (LCO)

Date: 7.30.14

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS 5
1.01 THE PREMISES (AUG 2011) 5
1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2013) 5
1.03 RENT AND OTHER CONSIDERATION (AUG 2011) 5
1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)~~ 6
1.05 ~~TERMINATION RIGHTS (AUG 2011)~~ INTENTIONALLY DELETED 6
1.06 ~~RENEWAL RIGHTS (AUG 2011)~~ INTENTIONALLY DELETED 6
1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012) 6
1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)~~ INTENTIONALLY DELETED 6
1.09 ~~TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)~~ INTENTIONALLY DELETED 6
1.10 ~~BUILDING SPECIFIC AMORTIZIED CAPITAL (SEP 2012)~~ INTENTIONALLY DELETED 7
1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011) 7
1.12 OPERATING COST BASE (AUG 2011) 7
1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 2011) 7
1.14 HOURLY OVERTIME HVAC RATES (AUG 2011) 7
1.15 24-HOUR HVAC REQUIREMENT (AUG 2011) 7
1.16 ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011) 7
1.17 HUBZONE SMALL BUSINESS CONCERNS ADDITITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) 7
1.18 OCCUPANCY DATE (SEPT 2012) 7

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS 8
2.01 DEFINITIONS AND GENERAL TERMS (AUG 2011) 8
2.02 AUTHORIZED REPRESENTATIVES (JUN 2012) 9
2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (JUN 2012) 9
2.04 WAIVER OF RESTORATION (APR 2011) 9
2.05 ~~PAYMENT OF BROKER (JULY 2011)~~ 9
2.06 CHANGE OF OWNERSHIP (JUN 2012) 9
2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012) 10
2.08 ADJUSTMENT FOR VACANT PREMISES (APR 2011) 11
2.09 OPERATING COSTS ADJUSTMENT (JUN 2012) 11
2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012) 12
2.11 IRREVOCABLE LETTER OF CREDIT 12
2.12 RELOCATION ASSISTANCE ACT (APR 2011) 12

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS 13
3.01 LABOR STANDARDS (JUN 2012) 13
3.02 WORK PERFORMANCE (JUN 2012) 13
3.03 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (JUN 2012) 13
3.04 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007) 13
3.05 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012) 14
3.06 CONSTRUCTION WASTE MANAGEMENT (SEP 2008) 14
3.07 WOOD PRODUCTS (AUG 2008) 14
3.08 ADHESIVES AND SEALANTS (AUG 2008) 15
3.09 BUILDING SHELL REQUIREMENTS (JUN 2012) 15
3.10 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012) 15
3.11 QUALITY AND APPEARANCE OF BUILDING (APR 2011) 15
3.12 VESTIBULES (APR 2011) 15
3.13 MEANS OF EGRESS (JUN 2012) 16
3.14 AUTOMATIC FIRE SPRINKLER SYSTEM (SEPT 2012) 16
3.15 FIRE ALARM SYSTEM (SEPT 2012) 16
3.16 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011) 16
3.17 ELEVATORS (AUG 2011) 16
3.18 ~~BUILDING DIRECTORY (APR 2011)~~ INTENTIONALLY DELETED 17
3.19 FLAGPOLE (AUG 2011) 17
3.20 DEMOLITION (AUG 2011) 17
3.21 ACCESSIBILITY (FEB 2007) 17
3.22 CEILINGS (SEPT 2013) 17
3.23 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (JUN 2012) 17
3.24 DOORS: IDENTIFICATION (APR 2011) 18
3.25 WINDOWS (APR 2011) 18
3.26 PARTITIONS: GENERAL (APR 2011) 18
3.27 PARTITIONS: PERMANENT (JUN 2012) 18
3.28 INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011) 18
3.29 WALL FINISHES – SHELL (JUN 2012) 18
3.30 PAINTING – SHELL (JUN 2012) 18
3.31 FLOORS AND FLOOR LOAD (SEPT 2013) 18
3.32 FLOOR COVERING AND PERIMETERS – SHELL (JUN 2012) 19
3.33 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011) 19
3.34 BUILDING SYSTEMS (APR 2011) 19

3.35 ELECTRICAL (SEP 2011) 19
3.36 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED 19
3.37 PLUMBING (JUN 2012) 19
3.38 DRINKING FOUNTAINS (APR 2011) 19
3.39 TOILET ROOMS (DEC 2011) 19
3.40 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011) 20
3.41 JANITOR CLOSETS (JUN 2012) 20
3.42 HEATING VENTILATION AND AIR CONDITIONING (APR 2011) 20
3.43 HEATING AND AIR CONDITIONING (APR 2011) 21
3.44 VENTILATION (AUG 2011) 21
3.45 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000) 21
3.46 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEPT 2013) 21
3.47 LIGHTING: INTERIOR AND PARKING (SEPT 2012) 22
3.48 ACOUSTICAL REQUIREMENTS (JUN 2012) 22
3.49 ENERGY EFFICIENCY AND CONSERVATION FOR NEW CONSTRUCTION (SEP 2010) 22
3.50 SECURITY FOR NEW CONSTRUCTION (NOV 2005) 22
3.51 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012 22
3.52 LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR NEW CONSTRUCTION (LEED-NC) (SEPT 2013) 23
3.53 LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) (DEC 2010) 23
3.54 INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007) 23
3.55 SYSTEMS COMMISSIONING (APR 2011) 24

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES 25
4.01 SCHEDULE FOR COMPLETION OF SPACE (SEPT 2012) 25
4.02 DESIGN INTENT DRAWINGS (DID) 25
4.03 CONSTRUCTION DOCUMENTS (APR 2011) 25
4.04 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL~~ INTENTIONALLY DELETED 25
4.05 TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEPT 2012) 25
4.06 GREEN LEASE SUBMITTALS (JUN 2012) 26
4.07 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011) 26
4.08 PROGRESS MEETINGS AND REPORTS (SEPT 2012) 26
4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (JUN 2012) 27
4.10 CONSTRUCTION INSPECTIONS (APR 2011) 27
4.11 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEPT 2012) 27
4.12 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012) 28
4.13 AS-BUILT DRAWINGS (JUN 2012) 28
4.14 LIQUIDATED DAMAGES (APR 2011) 28
4.15 SEISMIC RETROFIT (SEP 2013) 28

SECTION 5 TENANT IMPROVEMENT COMPONENTS 29
5.01 TENANT IMPROVEMENT REQUIREMENTS (AUG 2011) 29
5.02 FINISH SELECTIONS (JUN 2012) 29
5.03 WINDOW COVERINGS (SEP 2009) 29
5.04 DOORS: SUITE ENTRY (JUN 2012) 29
5.05 DOORS: INTERIOR (JUN 2012) 29
5.06 DOORS: HARDWARE (DEC 2007) 29
5.07 DOORS: IDENTIFICATION (JUN 2012) 29
5.08 PARTITIONS: SUBDIVIDING (SEP 2013) 29
5.09 WALL FINISHES (JUN 2012) 30
5.10 PAINTING (APR 2011) 30
5.11 FLOOR COVERINGS AND PERIMETERS (JUN 2012) 30
5.12 HEATING AND AIR CONDITIONING (APR 2011) 31
5.13 ELECTRICAL: DISTRIBUTION (SEP 2011) 31
5.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012) 32
5.15 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008) 32
5.16 DATA DISTRIBUTION (SEPT 2013) 32
5.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEPT 2013) 32
5.18 LIGHTING: INTERIOR AND PARKING (APR 2011) 32

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM 33
6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012) 33
6.02 UTILITIES (APR 2011) 33
6.03 ~~UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)~~ INTENTIONALLY DELETED 33
6.04 UTILITY CONSUMPTION REPORTING (JUN 2012) 33
6.05 HEATING AND AIR CONDITIONING (AUG 2011) 33
6.06 OVERTIME HVAC USAGE (JUN 2012) 33
6.07 JANITORIAL SERVICES (SEPT 2011) 33
6.08 SELECTION OF CLEANING PRODUCTS (APR 2011) 34
6.09 SELECTION OF PAPER PRODUCTS (APR 2011) 34

6.10 SNOW REMOVAL (APR 2011) 34
6.11 MAINTENANCE AND TESTING OF SYSTEMS (APR 2011) 34
6.12 MAINTENANCE OF PROVIDED FINISHES (DEC 2011) 35
6.13 ASBESTOS ABATEMENT (APR 2011) 35
6.14 ONSITE LESSOR MANAGEMENT (APR 2011) 35
6.15 IDENTITY VERIFICATION OF PERSONNEL (SEP 2013) 35
6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012) 36
6.17 LANDSCAPING (APR 2011) 36
6.18 LANDSCAPE MAINTENANCE (APR 2011) 36
6.19 RECYCLING (JUN 2012) 36
6.20 RANDOLPH-SHEPPARD COMPLIANCE (JUN 2012) 37
6.21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (JUN 2012) 37
6.22 INDOOR AIR QUALITY (JUN 2012) 38
6.23 RADON IN AIR (JUN 2012) 38
6.24 INTENTIONALLY DELETED 39
6.25 INTENTIONALLY DELETED 39
6.26 HAZARDOUS MATERIALS (OCT 1996) 40
6.27 MOLD (AUG 2008) 40
6.28 OCCUPANT EMERGENCY PLANS (APR 2011) 40
6.29 FLAG DISPLAY (APR 2011) 40

SECTION 7 ADDITIONAL TERMS AND CONDITIONS 41
7.01 MODIFIED PARAGRAPHS 41
7.02 SECURITY STANDARDS (JUNE 2012) 41

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (AUG 2011)

The Premises are described as follows:

Office and Related Space: **119,434** rentable square feet (RSF), yielding **108,576** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space, based upon a common area factor of **1.10** percent, located on the **3** floor(s) and known as the entire space, of the Building, as space plan(s) are to be developed. The Building, Office and Related Space shall be solely occupied by the Tenant.

1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2013)

The Government shall have the 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:

1. **412** parking spaces as depicted on the plan attached hereto as Exhibit **A**, reserved for the exclusive use of the Government, of which **33** shall be secured structured/inside parking spaces, and **379** shall be surface/outside secured parking spaces. 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. See POR for additional parking requirements.

2. Public parking spaces for **22** vehicles shall be provided for visitors and shall be available on-site, outside of the secure perimeter fence. The Lessor shall be required to implement and maintain a parking enforcement system (to include signage & towing of unauthorized vehicles) as part of the shell parking requirement. See POR for additional parking requirements.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space and infrastructure located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as described in the POR, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease. The Government reserves the right to mount antennas at no additional cost to the Government at any time during occupancy. Only the Government approved antennas will be mounted on the roof or roofs of the campus facilities. Refer to the Rooftop Antenna section of the POR for additional requirements.

1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	(b) (4) [redacted]	
TENANT IMPROVEMENTS RENT[1]		
OPERATING COSTS		
BUILDING SPECIFIC SECURITY[2]		
TOTAL ANNUAL RENT	$4,940,984.58	$41.37

[1]The Tenant Improvement Allowance is amortized at a rate of **0** percent per annum over **20** years.
[2]Building Specific Security Costs are amortized at a rate of **0** percent per annum over **20** years.
Rates may be rounded.

B. Rent is NOT subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed **108,576** ABOA SF equating to 119,434 RENTABLE SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is NOT subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date. All adjustments ARE FIRM and reflected in the amortized tenant improvement portion of the rental rate. Except where debits and credits are resolved at a future date. This is a TURNKEY lease and all TI's are included in the rental rate.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01, THE PREMISES" created herein;

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. Parking required by this Lease shall be included in the shell rent.

H. 2 Months free rent beginning with the full 1st and 2nd months of space acceptance.

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)~~

~~A. XXXXXX ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is $XX and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only $XX of the Commission, will be payable to XXXXXX, with the remaining $XX, which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.~~

~~B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:~~

~~Month X Rental Payment $XX,XXX minus prorated commission credit of $XX,XXX equals $XX,XXX adjusted X th Month's Rent.~~

~~Month X Rental Payment $XX,XXX minus prorated commission credit of $XX,XXX equals $XX,XXX adjusted X th Month's Rent.~~

~~Month X Rental Payment $XX,XXX minus prorated commission credit of $XX,XXX equals $XX,XXX adjusted X th Month's Rent.~~

1.05 ~~TERMINATION RIGHTS (AUG 2011)~~ INTENTIONALLY DELETED

1.06 ~~RENEWAL RIGHTS (AUG 2011)~~ INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
LEGAL DESCRIPTION	1	A
RENDERINGS	3	B
SITE AND PARKING PLAN(S)	1	C
PROGRAM OF REQUIREMENTS (POR)	169	D
UPGRADES INCLUDED IN THE LEASE	6	E
ROOM DATA MATRIX	11	F
AMENDMENTS TO RLP NO, GS-09O-LCA03197	7	G
ORGANIZATIONAL TEAM CHART	1	H
TENANT IMPROVEMENT COST (TICS) MATRIX	10	I
UNIT PRICE LIST	3	J
SECURITY UNIT PRICE LIST	2	K
GSA FORM 3516 SOLICITATION PROVISIONS	5	L
GSA FORM 3517B GENERAL CLAUSES	47	M
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	N
DAVIS BACON WAGE RATES (CURRENT RATES 7/2014)	42	O
LEED CHECKLIST	1	P
GSA FORM 1217 LESSOR ANNUAL COST STATEMENT	2	Q
GSA FORM 12000 PRE-LEASE FIRE PROTECTION AND LIFE SAFETY	6	R
SEISMIC FORM	8	S
AUTHORIZATION AND RELEASE TO OBTAIN INFORMATION	1	T
SENSITIVE BUT UNCLASSIFIED (SBU)	7	U
GSA FORM 1364C	6	V
PROJECT CONSTRUCTION SCHEDULE	1	W

1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)~~ INTENTIONALLY DELETED

1.09 ~~TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)~~ INTENTIONALLY DELETED

1.10 ~~BUILDING SPECIFIC AMORTIZIED CAPITAL (SEP 2012)~~ INTENTIONALLY DELETED

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)

As of the lease award date, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is **100** percent.

The real estate tax base, as defined in the Real Estate Tax Adjustment clause of the Lease is **$XX** (if existing building) Based on the first year of full assessment (if new construction).

1.12 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be $[redacted] per rentable sq. ft ([redacted] annum).

1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 2011)

In accordance with the section entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by [redacted] per ABOA SF of space vacated by the Government.

1.14 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

- **$ 21.00** per hour per FLOOR
- $21.00 FOR ENTIRE ANNEX FACILITY

1.15 24-HOUR HVAC REQUIREMENT (AUG 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of **$ 0.00** per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.16 ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

A. ALL ITEMS IDENTIFIED PER CODE REQUIREMENT

B. ALL ITEMS IDENTIFIED IN FINAL REVISION PROPOSAL DATED 6/12/14

1.17 HUBZONE SMALL BUSINESS CONCERNS ADDITITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

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

1.18 OCCUPANCY DATE (SEPT 2012)

The entire main facility and parking structure must be completed and ready for occupancy by **7/31/2016**, based on an estimated lease award date of **7/30/2014**.

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. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.

C. Commission credit. If GSA awarded this Lease using a broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the commission credit.

D. Common area factor. The common area factor (CAF) is a conversion factor determined by the building owner and applied by the owner to the ANSI/BOMA office area SF to determine the RSF for the offered space.

E. Contract. Contract and contractor means Lease and Lessor, respectively.

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

G. 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.

H. 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.

I. Lease term commencement date. The Lease term commencement date means the date on which the lease term commences.

J. 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).

K. The Premises. The Premises are defined as the total office area 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.

L. 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)."

M. 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.

N. 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.

O. Standard for Measuring Office Area 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 ANSI/BOMA office area.

P. Standard for determining common area factor. The common area factor (CAF) is the conversion factor expressed as the percentage of space in the Premises that constitutes common area. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

Q. Formula for calculation of rentable area. Rentable area is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ANSI/BOMA SF of Space x (1 + CAF) = RSF.

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

2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)

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

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (JUN 2012)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the Lease Contracting Officer. The GSAM clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease.

B. Orders for Tenant Improvements $150,000 or less may be placed by the LCO or a warranted contracting officer's representative in GSA or the tenant agency when specifically authorized to do so by the Lease Contracting Officer. This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in paragraph B, will be made directly by the tenant agency placing the order

2.04 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.

2.05 ~~PAYMENT OF BROKER (JULY 2011)~~

~~If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one-half upon lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the commission credit specified in the Lease or Lease Amendment.~~

2.06 CHANGE OF OWNERSHIP (JUN 2012)

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 changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made 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 release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must complete a Central Contractor Registration (CCR) (See FAR 52.232-33) and complete and sign GSA Form 3518, Representations and Certifications.

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 sub-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 sub-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.

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

Tax Adjustment (Cal. Standard 10/98) CALIFORNIA TAX CLAUSE

(a) For the purpose of this Tax Adjustment clause:

(1) The term "Base Year" shall mean the first Tax Year for which a Full Assessment of the completed project is in effect for the entire Tax Year.

(2) The term "Base Year Taxes" means the Real Estate Taxes paid for the Base Year. If an improvement (other than an Improvement which results in a change of Base Year) or a Change in Ownership occurring during the Base Year is not fully reflected in Real Estate Taxes for the entire Base Year, Base Year Taxes shall be adjusted as follows: Base Year Taxes shall be increased by the amount of additional Real Estate Taxes which would have been paid for the Base Year if the Improvement or Change in Ownership had been fully reflected in the Real Estate Taxes for the entire Base Year.

(3) The term "Change in Ownership" has the same definition as in California Revenue and Taxation Code, Part 0.5, Chapter 2, as amended or replaced from time to time.

(4) The term "Current Year Taxes" means Real Estate Taxes paid for each Tax Year following the Base Year, excluding increases in Real Estate Taxes (whether the increases result from increased rate and/or valuation) attributable to any Improvement or Change in Ownership which occurs or is completed after the Base Year.

(5) The term "Full Assessment" means that the taxing jurisdiction has considered all contemplated Improvements to the assessed property in the valuation of the same. Partial assessments for New Construction will not be used for establishing the Base Year.

(6) The term "Improvement" means any addition, alteration or improvement to real property, excluding however construction which (i) is performed by or at the request of the Government, (ii) is for the sole benefit of the Government, and (iii) is not required to make the property ready for occupancy by the Government in accordance with the terms of the lease or otherwise required by the lease.

(7) The term "New Construction" has the same definition as in California Revenue and Taxation Code Section 70, as amended or replaced from time to time, which includes, without limitation, major rehabilitation and change in use.

(8) The term "Real Estate Taxes" means only ad valorem taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general government services. "Real estate taxes" shall not include, without limitation, penalties for nonpayment or delay in payment, special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon Lessor or assessed against the Building and/or the land upon which the building is located.

(9) The term "Tax Year" means the fiscal year used by the state of California for real estate taxes: July 1 through June 30.

(b) The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for Real Estate Taxes thereon, as well as all notices of a tax refund, deduction or credit, all tax bills and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in the Prompt Payment clause of this lease, GSAR 552.232-71) of the tax adjustment including the calculation thereof, for each Tax Year. Lessor warrants the accuracy and completeness of any invoices submitted. Notices which may affect valuation and notices of a tax refund, deduction or credit are due within ten (10) business days of receipt. All other documentation shall be submitted by June 15 of each Tax Year. **Failure to submit the proper invoice and evidence of payment within such time frame shall be waiver of the right to receive payment resulting from an increased tax adjustment under this clause.**

(c) The Government shall make a single annual lump sum payment to the Lessor for its share of any increase in Current Year Taxes during the lease term over Base Year Taxes, or receive a rental credit or lump sum payment for its share of any decreases in Current Year Taxes during the lease term below the Base Year Taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with paragraph (b).

(1) In the event of an increase in Current Year Taxes over Base Year Taxes, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with all tax bills and evidence of payment to the Contracting Officer. The Government shall be responsible for payment of any tax increase over the Base Year Taxes only if the proper invoice and evidence of payment is submitted by the Lessor on or before June 15 of the current year. The due date for making payment shall be the thirtieth (30th) calendar day after receipt of evidence of payment and all other required documentation by the Contracting Officer or the end of the Tax Year, whichever is later. No increase will be paid, due, or owing unless all evidence of valuation and payment have been previously submitted to the Contracting Officer.

(2) In the event of a decrease in Current Year Taxes from Base Year Taxes, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with paragraph (b) of this clause. The Government shall be entitled to and shall receive a credit for the prorata reduction in Real Estate Taxes, regardless of whether the Government has made a tax adjustment payment for that Tax Year. The Government's share of the credit will be determined in accordance with paragraph (d) of this clause and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the Lease (including but not limited to credits resulting from a decrease in Real Estate Taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a Tax Year of the Lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. Lessor shall remit to the Government any lump sum payment resulting from a tax refund within fifteen (15) calendar days after payment by the taxing authority to Lessor or Lessor's designee. Lessor shall remit any other lump sum payment to Government by June 15 of the Tax Year during which the lease year terminates. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and be compounded in thirty (30) day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.

(d) The Government shall pay its share of tax increases or receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex ("percentage of occupancy"). This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. If the lease terminates before the end of a Tax Year, payment for the tax increase due as a result of this Tax Adjustment clause for the Tax Year will be prorated based on the number of days the Government occupied the space.

(e) The Government may direct the Lessor upon reasonable notice to initiate a tax appeal or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including but not limited to affirming the accuracy of the documents, executing documents required for any legal proceeding and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Lessor shall be entitled to deduct the reasonable costs of the appeal from any resulting savings before allocation of the savings in accordance with paragraph (d) of this clause.

2.08 ADJUSTMENT FOR VACANT PREMISES (APR 2011)

A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the Lease, the rental rate (i.e., the base for operating cost adjustments) will be reduced by $1.50 per RSF.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would

use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

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

B. Within thirty (30) days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.

2. This subparagraph is deleted.

3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP), the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract with a firm completion date. This date must be in accordance with the construction schedule described in the "Schedule for Completion of Space" paragraph of this Lease.

2. Issuance of required permits for construction.

2.11 IRREVOCABLE LETTER OF CREDIT (*)

Concurrent with the execution of this lease, the successful Offeror shall deliver to the general services administration (GSA) Lease Contracting Officer an unconditional and irrevocable letter of credit in the amount of five hundred thousand dollars ($500,000.00). The Letter of Credit shall be issued by a bank or lender as security for the full and faithful performance by the successful Offeror in completing and delivering the space within 20 days after award.

The Letter of Credit shall expire as soon as the successful Offeror provides written verification, such as a deposit slip, to the Contracting Officer that funds in an amount sufficient to complete the construction of this project have been deposited into the successful Offeror's construction account. The amount must equal or exceed the sum of the shell construction costs and tenant improvement construction costs reflected in the Lessor's Proposal to Lease Space (GSA Form 1364). The Contracting Officer shall then provide the successful Offeror a written statement declaring the expiration of this Letter of Credit.

In the event the Lessor fails to obtain sufficient funds within sixty (60) calendar days of completion of the construction drawings, the Letter of Credit shall entitle GSA to draw in whole or in part upon presentation to the bank or lender of a sight draft and statement by the Contracting Officer that GSA is entitled to draw there under pursuant to the terms and provision of the Lease.

This remedy is not exclusive and is in addition to any other default remedies available under this lease or at law.

2.12 RELOCATION ASSISTANCE ACT (APR 2011)

A. If the Lessor satisfies the requirements of this Lease by performing new construction on an improved site, and such new construction will result in the displacement of individuals or businesses, the Lessor shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and the implementing regulations at 49 CFR Part 24.

B. The Lessor shall give GSA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the Lessor must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (JUN 2012)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at HTTP://WWW.ACQUISITION.GOV/FAR/.

52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
52.222-6 Davis–Bacon Act
52.222-7 Withholding of Funds
52.222-8 Payrolls and Basic Records
52.222-9 Apprentices and Trainees
52.222-10 Compliance with Copeland Act Requirements
52.222-11 Subcontracts (Labor Standards)
52.222-12 Contract Termination–Debarment
52.222-13 Compliance with Davis–Bacon and Related Act Regulations
52.222-14 Disputes Concerning Labor Standards
52.222-15 Certification of Eligibility

3.02 WORK PERFORMANCE (JUN 2012)

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

3.03 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (JUN 2012)

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 Lease performance standards.

3.04 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)

A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.

B. Refer to EPA's environmentally preferable purchasing Web site, www.epa.gov/epp and USDA Bio-Preferred products Web site www.biobased.oce.usda.gov/fb4p/. In general, environmentally preferable products and materials do one or more of the following:

Contain recycled material, are bio-based, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes.

1. Minimize the consumption of resources, energy, and water.
2. Prevent the creation of solid waste, air pollution, or water pollution.
3. Promote the use of nontoxic substances and avoid toxic materials or processes.

C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

3.05 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished 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 TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.06 CONSTRUCTION WASTE MANAGEMENT (SEP 2008)

A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

C. SUBMITTAL REQUIREMENT: Refer to the Green Lease Submittal Requirement paragraph of the Lease.

D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:

1. Ceiling grid and tile
2. Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs
3. Duct work and HVAC equipment
4. Wiring and electrical equipment
5. Aluminum and/or steel doors and frames
6. Hardware
7. Drywall
8. Steel studs
9. Carpet, carpet backing, and carpet padding
10. Wood
11. Insulation
12. Cardboard packaging
13. Pallets
14. Windows and glazing materials
15. All miscellaneous metals (as in steel support frames for filing equipment)
16. All other finish and construction materials.

E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.07 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.

3.08 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.

3.09 BUILDING SHELL REQUIREMENTS (JUN 2012)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, 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 TIs. 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.

3.10 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

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

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

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

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

3.11 QUALITY AND APPEARANCE OF BUILDING (APR 2011)

A. The building in which lease 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, first class modernization, or adaptive reuse for office space with modern conveniences. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

B. The building shall have energy efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

3.12 VESTIBULES (APR 2011)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat losses 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.

3.13 MEANS OF EGRESS (JUN 2012)

A. The Premises and any parking garage areas shall meet the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) and 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.

3.14 AUTOMATIC FIRE SPRINKLER SYSTEM (SEPT 2012)

A. The Office Building and Annex shall be protected throughout by an automatic fire sprinkler system in accordance with the requirements of NFPA 13, *Standard for the Installation of Sprinkler Systems.*

B. Automatic fire sprinkler systems 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.

3.15 FIRE ALARM SYSTEM (SEPT 2012)

A. A building-wide fire alarm system shall be installed in all buildings.

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.

3.16 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 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 ("most recent year").

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).

C. If this Lease was awarded to a building to be built or to a building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR label, then Lessor must earn the ENERGY STAR label within 18 months after occupancy by the Government.

3.17 ELEVATORS (AUG 2011)

A. The Lessor shall provide suitable passenger and 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, 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.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.18 ~~BUILDING DIRECTORY (APR 2011)~~ INTENTIONALLY DELETED

3.19 FLAGPOLE (AUG 2011)

If the Government is the sole occupant of the building, three (3) flag poles shall be provided at a location to be approved by the LCO. The flags (US, State, and Agency) will be provided by the Lessor, as part of shell rent and replaced at all times during the Lease term when showing signs of wear.

3.20 DEMOLITION (AUG 2011)

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

3.21 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 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.22 CEILINGS (SEPT 2013)

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 Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 13 feet and 9 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 Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board. Upgraded materials are acceptable to the government.

2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain recycled content.

3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile. Upgraded materials are acceptable to the government.

3.23 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (JUN 2012)

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 TIs.

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, 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 restroom 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.

3.24 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.25 WINDOWS (APR 2011)

A. Office space shall have windows in each exterior bay unless waived by the LCO.

B. 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.

3.26 PARTITIONS: GENERAL (APR 2011)

Partitions in public areas shall be marble, granite, hardwood, or sheetrock covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO.

3.27 PARTITIONS: PERMANENT (JUN 2012)

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 Space, stairs, corridors, elevator shafts, restrooms, 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.

3.28 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.

3.29 WALL FINISHES – SHELL (JUN 2012)

A. Prior to occupancy, all restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semi gloss paint on remaining wall areas, or other finish approved by the Government.

B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.30 PAINTING – SHELL (JUN 2012)

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 Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

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

3.31 FLOORS AND FLOOR LOAD (SEPT 2013)

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 100 pounds per ABOA SF plus 15 pounds per ABOA SF for moveable partitions. Storage areas as identified and location in the building as determined by the Government shall have a minimum live load capacity of 250 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. Additional information regarding floor load requirements is located in the POR.

3.32 FLOOR COVERING AND PERIMETERS – SHELL (JUN 2012)

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas.

C. Any alternate flooring must be pre-approved by the LCO

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.33 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.

3.34 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.35 ELECTRICAL (SEP 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. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. 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.

D. The Tenant requires two separate and distinct electrical distribution systems – SHIELDED AND ESSENTIAL. Refer to the Electrical section of the POR.

3.36 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED

3.37 PLUMBING (JUN 2012)

The Lessor shall include the 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 TIs, shall be included in the shell rent.

3.38 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.

3.39 TOILET ROOMS (DEC 2011)

A. If this lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ANSI/BOMA Office-Area square feet of office space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the alterations

ESTIMATED TOTAL NUMBER OF PEOPLE PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. 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.

C. Each main toilet room shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

3.40 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)

For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to lease commencement in all instances of nonconformance where the Government occupies the full floor):

A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.

B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.

C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at http://www.epa.gov/watersense/.

3.41 JANITOR CLOSETS (JUN 2012)

A. Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

B. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms

3.42 HEATING VENTILATION AND AIR CONDITIONING (APR 2011)

Central 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. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

3.43 HEATING AND AIR CONDITIONING (APR 2011)

A. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

B. There are additional Heating, Ventilation and Air Conditioning (HVAC) system requirements that are independent of the general building system. These additional requirements shall be connected to an emergency generator supplying essential power to the tenant. Refer to the Mechanical, Electrical, and Plumbing section of the Lease and the Mechanical section of the POR

C. Equipment Performance. Temperature control for office spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. 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.

3.44 VENTILATION (AUG 2011)

A. 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, *Ventilation for Acceptable Indoor Air Quality.*

B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall have a MERV efficiency of 8. Final filters shall have a MERV efficiency of 13.

C. Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

D. INTENTIONALLY DELETED

3.45 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes, hanging other utility panels, and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.46 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEPT 2013)

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

B. Where the Government is providing the cabling services, 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. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

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

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

3.47 LIGHTING: INTERIOR AND PARKING (SEPT 2012)

A. Parabolic type 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.

B. Unless alternate lighting is approved by the LCO, the Lessor shall provide deep cell parabolic louver 2'-0" wide x 4'-0" long or two 2'-0" wide x 2'-0" long (or building standard that meets or exceeds this standard) or modern, diffused fluorescent fixtures using no more than 2.0 W per ABOA SF. Such fixtures shall be capable of producing a light level of 30 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. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have an average of one (1) horizontal, maintained foot-candles of illumination and shall be illumination and shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of five (5) horizontal, maintained foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.

D. Exterior building and site lighting must be on the emergency generator to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.

E. 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. The Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.

F. Refer to tenant's POR for additional lighting requirements

3.48 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40
Offices: NIC 35

D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.49 ENERGY EFFICIENCY AND CONSERVATION FOR NEW CONSTRUCTION (SEP 2010)

A. All new construction shall achieve an Energy Star label within 18 months after occupancy by the Government.
B. To earn the Energy Star Label, a Building owner or representative must follow the instructions on the Energy Star Web site at HTTP://WWW.ENERGYSTAR.\ES\LABEL.

3.50 SECURITY FOR NEW CONSTRUCTION (NOV 2005)

A. As identified in the agency Program of Requirements (POR)
B. Lobbies, mailrooms, and loading docks shall not share a return-air system with the remaining areas of the Building. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC shall be required for mailrooms only when the Government specifically requires a centrally operated mailroom. On Buildings of more than four stories, air intakes shall be located on the fourth floor or higher. On Buildings of three stories or less, air intakes shall be located on the roof or as high as practical. Locating intakes high on a wall is preferred over a roof location.

3.51 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012

For leases requiring new construction, the space will not be considered substantially complete until the LCO receives the Seismic Form F, Certificate of Seismic Compliance – New Building. This form must be completed by the civil or structural engineer and certify that the building was designed and constructed in accordance with the appropriate local code.

3.52 LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR NEW CONSTRUCTION (LEED-NC) (SEPT 2013)

A. The Lessor shall obtain Silver level of certification for the U.S. Green Building Council (USGBC) within 12 months of project occupancy. For requirements to achieve Silver certification, Lessor must refer to the latest version at the time of submittal of LEED-NC Reference Guide at HTTP://WWW.USGBC.ORG. At completion of LEED documentation and receipt of final certification, the Lessor must provide the Government two electronic copies on a compact disk of all documentation submitted to USGBC. Acceptable file format is Adobe PDF save to disk from the LEED-Online workspace and templates. In addition, the Lessor will provide the Government viewing access to the LEED-Online workspace during design and through the term of the Lease.

B. Prior to the end of the first year of occupancy, if the Lessor fails to achieve LEED Silver certification, the Government may assist the Lessor in implementing a corrective action program to achieve a LEED Silver certification and deduct its costs (including administrative costs) from the rent.

3.53 LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) (DEC 2010)

A. If applicable, the Lessor shall obtain certified level of certification from the U.S. Green Building Council (USGBC) within 12 months of project occupancy. For requirements to achieve LEED Silver certification, Lessor must refer to the latest version at the time of submittal of LEED®-NC for Major Building Renovations, or other rating system as appropriate to the offer. Reference Guide at HTTP://WWW.LEEDBUILDING.ORG. At completion of LEED documentation and receipt of final certification, the Lessor must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF saved to disk from the LEED-Online workspace and templates. In addition, the Lessor will provide the Government viewing access to the LEED-Online workspace during design and through the term of the Lease.

B. Prior to the end of the first year of occupancy, if the Lessor fails to achieve LEED Silver certification, the Government may assist the Lessor in implementing a corrective action program to achieve a LEED Silver certification and deduct its costs (including administrative costs) from the rent.

C. This paragraph intentionally deleted

D. Prior to the end of the first 9 months of occupancy, if the Lessor fails to achieve LEED® certification, the Government shall implement a corrective action program to achieve LEED® certification and deduct its costs (including administrative costs) from the rent.

E. This paragraph intentionally deleted

3.54 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 percent outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60 percent).

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.

3.55 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements from an independent commissioning agent to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems. Refer to the POR for additional requirements for commissioning.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (SEPT 2012)

Design and construction activities for the Space shall commence upon Lease award. The Lessor must complete the Space for occupancy within 24 months of award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease.

4.02 DESIGN INTENT DRAWINGS (DID)

A. Lessor-provided design intent drawings (DIDs): The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than 125 working days following the lease award date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. With each submission of the DIDs the Lessor shall be required to submit a budget estimate of the Tenant Improvements and associated work as shown on the DIDs.

B. Refer to the POR for specific additional information on the DID process and required deliverables.

4.03 CONSTRUCTION DOCUMENTS (APR 2011)

A. The Lessor's construction documents (CDs) shall include all architectural, civil, structural, mechanical, electrical, plumbing, fire protection, life safety, and lighting improvements scheduled for inclusion into the Government-demised area, including all parking areas. CDs shall also be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, **the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements**.

B. The Lessor's preparation and submission of construction documents (CDs): If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved; the Lessor shall promptly and formally notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 5 working days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this clause, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies). See POR Section 3.4 and 3.5 for specific CD delivery requirements.

C. Government review of CDs: The Lessor shall allow 2 working days for delivery of CDs to the Government and they shall have 15 working days from receipt to review CDs. At any time during periods of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

D. This subparagraph is intentionally deleted.

E. This subparagraph is intentionally deleted.

F. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than July 31, 2016.

4.04 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL~~ INTENTIONALLY DELETED

4.05 TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEPT 2012)

A. The Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this paragraph. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same.

B. The TIs scope of work includes the lease, the POR, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the lease.

C. The TI price proposal shall be (1) submitted by the General Contractor (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to insure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. The GC shall submit supporting bids from major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government, consistent with the TICS Table Masterformat cost elements.

D. Unless specifically designated in this Lease as a TI cost, all construction costs shall be deemed to be included in the Shell Rent (or Building Specific Security (BSS) cost, if applicable). Any costs in the GC's proposal for building shell and BSS items shall be clearly identified on the TICS Table separately from the TI costs.

E. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

F. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this paragraph of this lease. The Lessor must complete the Space for occupancy within 24 months of award.

G. This is a TURNKEY Lease and all cost associated with Tenant Improvements are included in the rental rate. Change Orders are the exception.

4.06 GREEN LEASE SUBMITTALS (JUN 2012)

The Lessor shall submit to the LCO:

A. 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 DIDs.

B. MSDS or other appropriate documents upon request for products listed in the Lease.

C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.

D. 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.

E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.

F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs to be reflected on the CD submission.

H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.

I. A written commissioning plan submitted to the LCO prior to the completion of DIDs that includes:

1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and

2. A description of how commissioning requirements will be met and confirmed.

J. At completion of LEED®, documentation and receipt of final certification, along with two electronic copies of all supporting documentation for certification on compact disk.

K. If renewable source power is purchased, documentation within 9 months of occupancy.

4.07 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 30 calendar days of lease award. Such schedule shall also indicate the dates available for contractors to install telephone/data lines or equipment and furniture. Refer to the Program of Requirements for additional requirements for the schedule and the construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance and shall circulate the meeting minutes to all attendees within 5 working days of the meeting.

4.08 PROGRESS MEETINGS AND REPORTS (SEPT 2012)

Face to Face Construction Progress meetings will be held with the Government a minimum of once a month throughout the project. The location of these meetings will be agreed upon by the Lessor and the Government. After start of construction, the Lessor shall submit to the LCO and other Government meeting attendees, written progress reports/progress meeting minutes within 5 working days of the meeting. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings (or conference calls) every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. The Lessor shall be responsible for taking and distributing minutes of these meetings as well.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (JUN 2012)

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

4.10 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.

C. The Lessor shall address deficiencies identified by the Government within 21 working days of notification.

D. Walls and partitions containing bullet proof material, expanded metal, plywood and/or TVM foil shall require government inspection prior to close-in. The Lessor shall incorporate time required for inspections into the base construction schedule. The Lessor shall provide notice requesting inspection a minimum of 21 working days in advance of scheduled inspection

4.11 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEPT 2012)

A. Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the building improvements necessary to be eligible for award as described in the clause "Additional Building Improvements" herein are completed.

B. The Lessor shall complete all punch list items within 21 working days of receipt of said punch list. Until the date of final completion of such punch list items and acceptance thereof by the Government (the "Final Completion Date"), the Government shall withhold from the monthly rental payable by the Government the amount of 5% of each monthly rental amount (the "Retainage"). The Government shall pay the Retainage to the Lessor within 21 working days after the Final Completion Date. In addition, the Government reserves the right to withhold from any Retainage the expenses (hourly wages x number of hours of service) incurred by Government personnel to escort the Lessor's contractors through the building

C. 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 use 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 punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

D. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue occupancy certificates or if the C of O 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.

E. Substantial completion shall be defined in accordance with the AIA's definition as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the contract documents so that it is available for occupancy or for its intended use by the Government. A Temporary Certificate of Occupancy (TCO) does not signify substantial completion.

F. In addition, the following conditions must be met and are required for substantial completion. Documentation indicated below must be submitted to the Contracting Officer.

1. The Architect's Certificate of Substantial Completion must be completed and signed. This document shall include the punch list of deficiencies identified by the owner's project team.
2. All building and security provisions must be complete and operational, including the entire perimeter vehicle barrier system.
3. All fire and life safety provisions must be complete and operational.
4. All building systems must be complete and operational.
5. Each portion of the work must individually be substantially complete.
6. All final inspections by local and state jurisdictions must have been performed and their approval given.
7. All systems tests required by the lease must have been performed and the results accepted by the Government.
8. An HVAC Test and Balance Report must be submitted and the results accepted by the Government.
9. All interior spaces must be weather tight.

10. An Occupancy Permit must have been issued.

11. The Certificate of Occupancy and Fire Marshall Acceptance must be documented and provided to the Government.

12. The Lessor's Architect and Engineers shall complete and provide a punch-list to the Government.

13. Diesel generator and Building Automation System/Automatic Temperature Control Systems must have been completely and successfully tested and operational.

14. Submit a schedule for the completion of the multiple punch-lists (Government and Lessor's).

4.12 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

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. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. However, the square foot amount of 119, 434 RSF will NOT be adjusted upward if the space measures more than that amount. If the space is measured less than 119,434 RSF, then there will be an adjustment downward. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, shall be memorialized by Lease Amendment.

4.13 AS-BUILT DRAWINGS (JUN 2012)

Not later than 30 working days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government five (5) complete sets of 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 GSA equipment, if requested by the LCO.

4.14 LIQUIDATED DAMAGES (APR 2011)

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease contract, the Lessor shall pay the Government as fixed and agreed liquidated damages one (1) day rent for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

4.15 SEISMIC RETROFIT (SEP 2013)

The following requirements apply to Leases requiring seismic retrofit:

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

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

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

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT 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 POR shall be deemed to be TI costs AND INCLUDED IN THE RENTAL RATE FOR A TURNKEY PROCUREMENT.

5.02 FINISH SELECTIONS (JUN 2012)

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 samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs. GSA must deliver necessary finish selections to the Lessor within 10 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 (SEP 2009)

Window Blinds. All exterior and interior windows, including stairwells, shall be equipped with window blinds in new or like new condition. The blinds may be horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

5.04 DOORS: SUITE ENTRY (JUN 2012)

Suite entry doors shall be provided as part of the TIs 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 and 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 (JUN 2012)

Doors within the Space 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 and 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)

Door hardware shall meet the requirements specified in the POR and any other Government specifications identified during DID development. 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 NFPA101and the International Building Code current as of the award date of this Lease. The Lessor shall participate in door hardware meetings during the TI developer phase to coordinate all aspects of door hardware required for the project.

5.07 DOORS: IDENTIFICATION (JUN 2012)

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

5.08 PARTITIONS: SUBDIVIDING (SEP 2013)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances shall be provided as part of the TIA. Partitioning shall be designed to provide a minimum sound transmission class (STC) of 37, or as defined in the POR. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. 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 (JUN 2012)

If the Government chooses to install a wall covering, 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. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-1.

5.10 PAINTING (APR 2011)

A. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA 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. Anti-corrosive and anti-rust 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 (JUN 2012)

A. Broadloom carpet or carpet tiles shall 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.

B. 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.

C. Any alternate flooring shall be pre-approved by the Government.

D. 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. Recycled 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 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent 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:

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

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

   c. 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.

   d. 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.

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 ANSI/BOMA office area 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 (SEP 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.

D. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 4 watts per ABOA SF.

5.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. 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 (SEPT 2013)

The Lessor shall be responsible for the cost of the cable design, purchasing and installing data cable. This cost will be reimbursed to the Lessor after the amount is deemed fair and reasonable, and after occupancy of the space. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring.

5.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEPT 2013)

A. The Lessor shall provide as part of the TIs 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 Lessor shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor contractor. 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 cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space 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 base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Lessor 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 (APR 2011)

A. Once the design intent drawings are approved, the Lessor shall design and provide interior lighting yielding a uniform 30 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 TIA. The light fixtures shall meet the requirements as stated in the Construction Standards and Shell Components Section of the Lease.

B. If pendant style indirect lighting fixtures are used, the increase between the number of fixtures required in the building shell and the space layout is part of the TIs.

C. The design intent drawings may require a mixed use of recessed or pendant style fixtures in the leased space.

D. 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 (JUN 2012)

A. The Government's normal hours of operations are established as 6 AM to 7 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

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

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 ~~UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)~~ INTENTIONALLY DELETED

6.04 UTILITY CONSUMPTION REPORTING (JUN 2012)

Upon request from the Lease Contracting Officer or Contracting Officer's Representative, the Lessor shall provide regular quarterly reports of the amount of all utilities consumed at the Building in monthly detail for the duration of the Lease. These reports must be provided within 45 days of the end of each quarterly period and shall be in either written or electronic form, as requested by the Government. The reports shall contain the number of actual units consumed. If reports are available detailing only the Government's consumption, then the reports shall be limited solely to the Government's consumption. Additionally, said reports shall indicate, for each utility being reported, the use of the specific utility. For example, electricity consumption shall indicate if it includes heating or air conditioning, and if so, whether just diffusers or diffusers and heating are included in electricity consumption.

6.05 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 percent 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.

6.06 OVERTIME HVAC USAGE (JUN 2012)

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 elsewhere in the Lease. 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.

6.07 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 following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

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, 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).

6.08 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.

6.09 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.

6.10 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 5:00 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.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (APR 2011)

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

C. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing inspection, testing, and maintenance of fire protection systems, such as, but not limited to; fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, etc. prior to occupancy of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (DEC 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 shall be repainted at the Lessor's expense, 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 10 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, as part of the rental consideration, the Lessor shall replace all carpet in the Space every 10 years, with a product which meets the requirements in the FLOOR COVERINGS AND PERIMETERS clause herein.
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.

6.13 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.

6.14 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.

6.15 IDENTITY VERIFICATION OF PERSONNEL (SEP 2013)

A. The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied 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 M11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased space throughout the term of the lease.

C. Upon request, the Lessor will notify the Government whether they will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done 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.

1. MANUAL PROCESS: The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at http://bookstore.gpo.gov), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the Lease Contracting Officer (or the contracting officer's designated representative) within 30 days from receipt of the forms.

2. ELECTRONIC PROCESS: The electronic process will be done through the e-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Electronic Questionnaire (e-QIP). The contractor/personnel will have up to (7) seven business days to login and complete the e-QIP for the background investigation. The contractor/personnel will be instructed to access the website, and receive on screen instructions which include but it is not limited to:

a) How to Log In
b) How to Answer and Create New Golden Questions
c) What Additional Documents to Send
d) To Print and Sign two Signature Forms (Certification That My Answers Are True)
e) To complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process
f) Where to Send.

The Lessor must ensure prompt input, and timely receipt of the following, from their contractor/personnel:

a) Two FBI Fingerprint Cards (Form FD-258) or one card produced by a livescan device,
b) Certification That My Answers Are True
c) Authorization for Release of Information.

D. The Lessor must ensure the contracting officer (or the contracting officer's designated representative) has all of the requested documentation to ensure the completion of the investigation.

E. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer 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.

F. 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.

G. 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.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPING (APR 2011)

A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

B. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;

2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and

3. Composting/recycling all yard waste.

C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.

6.18 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.

6.19 RECYCLING (JUN 2012)

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where State or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such State and/or local law, code, or ordinance.

C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. 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 Space.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (JUN 2012)

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

6.21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (JUN 2012)

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessor's, suppliers, and manufacturers.

A. MARKING SBU. Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. AUTHORIZED RECIPIENTS. Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, State, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, State, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. BY ELECTRONIC TRANSMISSION. Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the http://csrc.nist.gov/groups/STM/cmvp/validation.html#02. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of State, Federal, and local government entities and firms currently registered as "active" in the Central Contractor Registration (CCR) database at https://www.acquisition.gov that have a need to know such information. If a subcontractor is not registered in the CCR and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. In person. Contractors must provide SBU Building information only to authorized representatives of State, Federal, and local government entities and firms currently registered as "active" in the CCR database that have a need to know such information.

3. RECORD KEEPING. Contractors must maintain a list of the State, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

a. The name of the State, Federal, or local government entity or firm to which SBU has been disseminated;

b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;

c. Contact information for the named individual; and

d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO. For Federal buildings, final payment may be withheld until the lists are received.

D. RETAINING SBU DOCUMENTS. SBU Building Information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. DESTROYING SBU BUILDING INFORMATION. SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at http://csrc.nist.gov/publications/PubsTC.html#Forensics. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF.and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building Information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. NOTICE OF DISPOSAL. The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. INCIDENTS. All improper disclosures of SBU Building Information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building Information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. SUBCONTRACTS. The Contractor must insert the substance of this paragraph in all subcontracts.

6.22 INDOOR AIR QUALITY (JUN 2012)

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 Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;

2. Providing access to Space for assessment and testing, if required; and

3. Implementing corrective measures required by the 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 Space;

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.

6.23 RADON IN AIR (JUN 2012)

A. The radon concentration in the air of the Space shall be less than EPA's action concentration for homes of 4 picoCuries per liter (pCi/L), herein called "EPA's action concentration."

B. INITIAL TESTING:

1. The Lessor shall:

a. Test for radon that portion of Space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (Space on the third or higher floor above grade need not be measured);.

b. Report the results to the LCO upon award; and

c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.

2. Testing sequence. The Lessor shall measure radon by the standard test in sub-paragraph D.1, completing the test not later than 150 days after award, unless the LCO decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in sub-paragraph D.2.

3. If the Space offered for Lease to the Government is in a building under construction or proposed for construction, the Lessor, if possible, shall perform the standard test during buildout before Government occupancy of the Space. If the LCO decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. CORRECTIVE ACTION PROGRAM:

1. Program Initiation and Procedures.

a. If either the Government or the Lessor detects radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.

b. If either the Government or the Lessor detects a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.

c. If either the Government or the Lessor detects a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the Space for re-occupancy.

d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in Building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.

2. The Lessor shall perform the standard test in sub-paragraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph D.2 to determine whether the Space may be occupied but shall begin the standard test concurrently with the short test.

3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

1. Standard Test. Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ABOA SF. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.

2. Short Test. Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ABOA SF, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

6.24 INTENTIONALLY DELETED

6.25 INTENTIONALLY DELETED

6.26 HAZARDOUS MATERIALS (OCT 1986)

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

6.27 MOLD (AUG 2008)

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").

C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an Industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant ("the Inspector") who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the space for the presence of Actionable Mold or mold Indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the "Report") to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of Actionable Mold or Indicators in the leased space.

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

E. If the Report indicates that Actionable Mold or Indicators are present in the leased space, the Lessor, at its sole cost, expense, and risk, shall within 30 days after its receipt of the Report: (1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the "Plan") and within 90 days after the Government's approval of the Plan, remediate the Actionable Mold or the Indicators in the leased space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the Actionable Mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and (2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased space of the nature, location and schedule for the planned remediation and reasons therefore.

F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards and guidelines.

G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable Federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the Actionable Mold, the Government may implement a corrective action program and deduct its costs from the rent.

6.28 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.

6.29 FLAG DISPLAY (APR 2011)

If the Lessor has supplied flagpole(s) on the property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may light the flags in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff. The flagpoles shall be aluminum and sized to complement the building façade. The poles shall also withstand an unflagged wind load of minimum 100 MPH or higher if required by code. The flags and all replacement flags required during the term of the lease will be provided at the Lessor's expense.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 MODIFIED PARAGRAPHS

The following paragraphs have been deleted:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)
1.05 TERMINATION RIGHTS
1.06 RENEWAL RIGHTS
1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT
1.09 TENANT IMPROVEMENT FEE SCHEDULE
1.10 BUILDING SPECIFIC AMORTIZED CAPITAL
2.05 PAYMENT OF BROKER (JULY 2011)
3.18 BUILDING DIRECTORY
3.36 ADDITIONAL ELECTRICAL CONTROLS
4.04 BUILDING SPECIFIC AMORTIZIED CAPITAL (BSAC) PRICE PROPOSAL
6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN
6.24 INTENTIONALLY DELETED
6.25 INTENTIONALLY DELETED

The following paragraphs have been modified:

7.02 SECURITY STANDARDS (JUNE 2012)

The Lessor agrees to the requirements of the Security Level attached to this Lease as identified in the POR.

EXHIBIT "A"
LEGAL DESCRIPTION
PARCELS 7 & 8 ~ BLUE OAKS COMMERCE CENTER

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

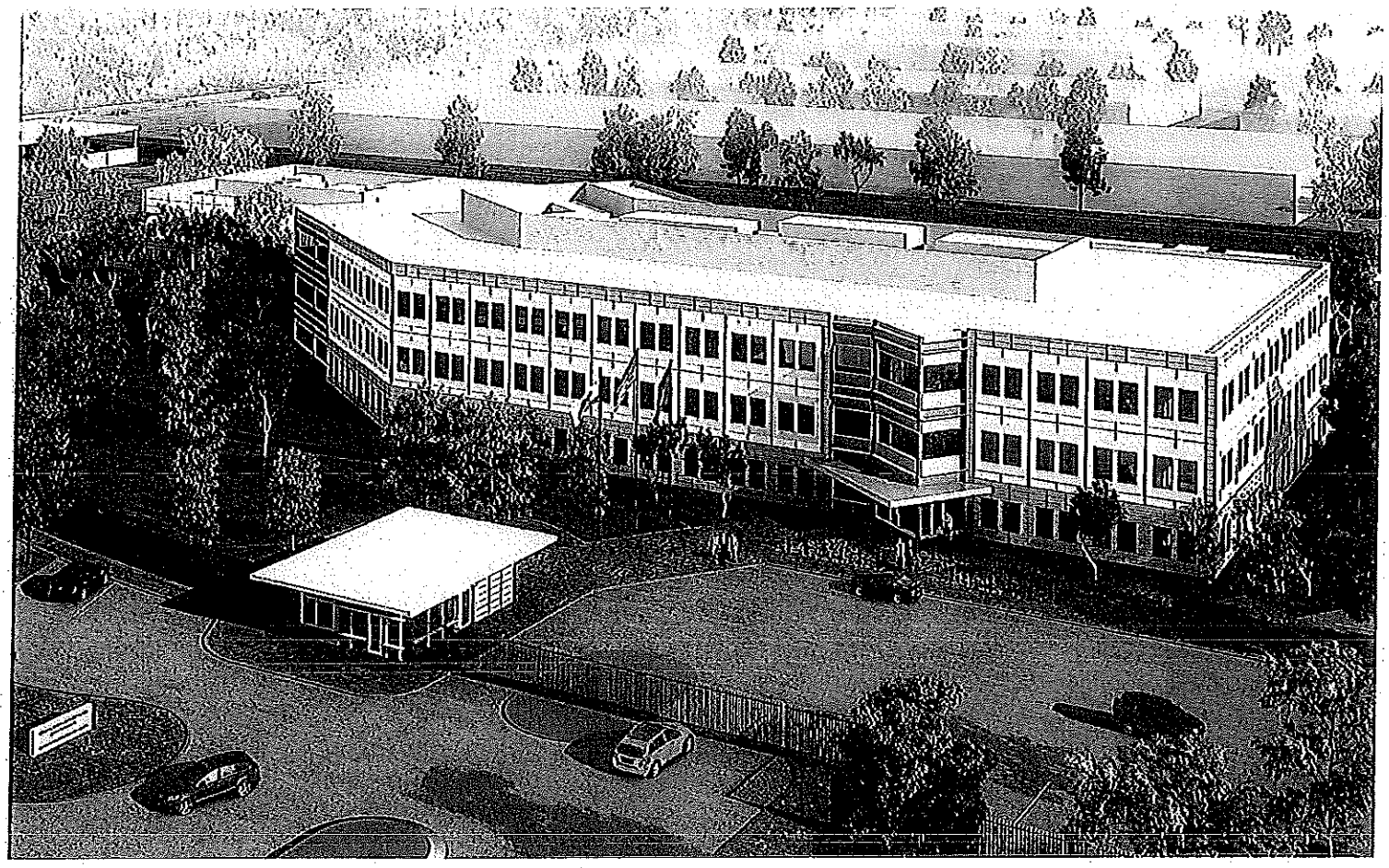
Parcels 7 and 8, as said parcels are shown and so designated on that certain Parcel Map entitled, "Blue Oaks Commerce Center" filed in Book ___ of Parcel Maps, Page ___, Placer County Records, more particularly described as follows:

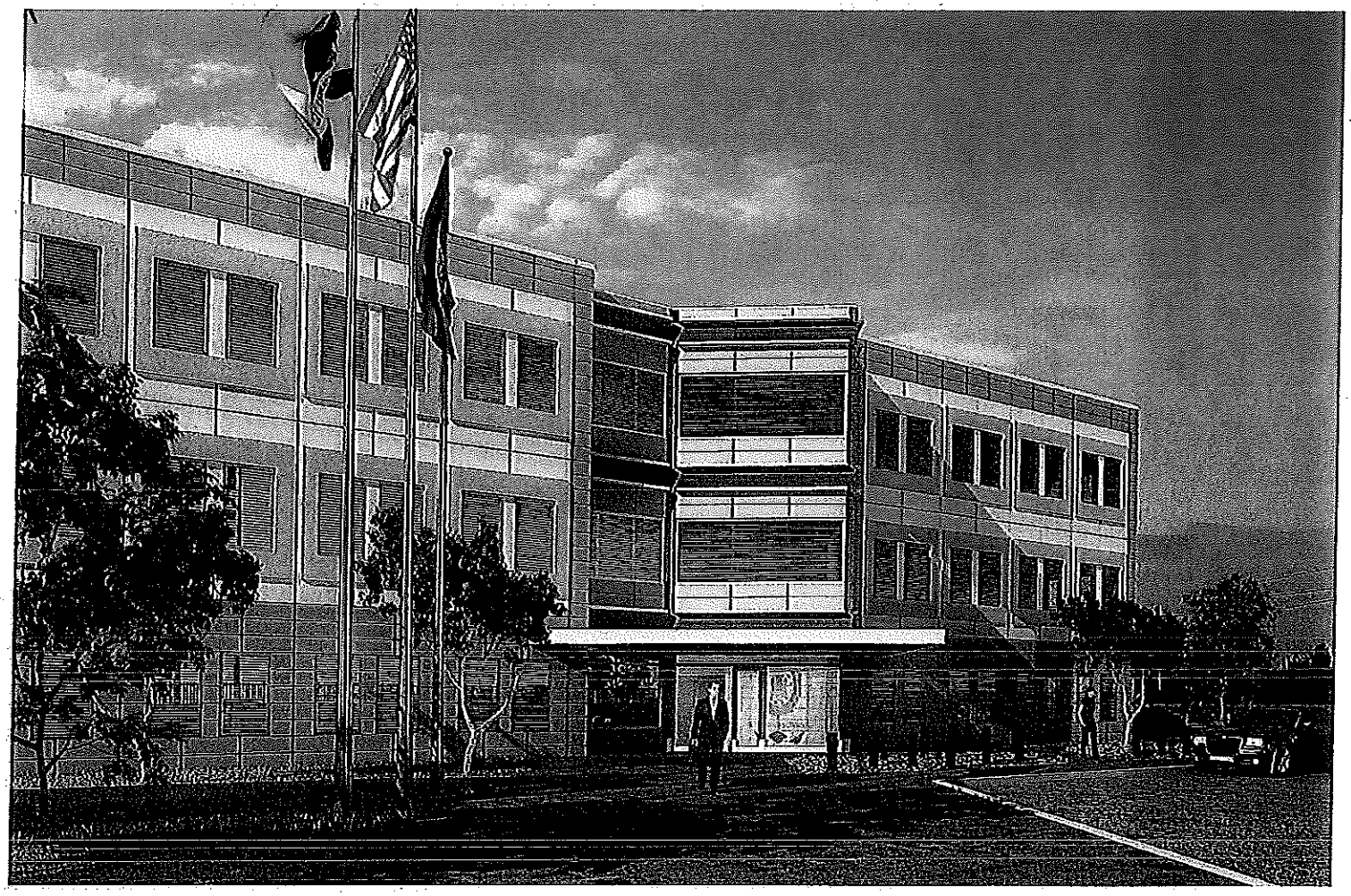
BEGINNING at the southeasterly corner of said Parcel 8; thence from the point of beginning and along the south line of said Parcel 8 South 89°10'23" West 520.20 feet to the southeasterly corner of said Parcel 7; thence along the southerly, westerly and northerly lines of said Parcel 7 the following five (5) courses: (1) continuing South 89°10'23" West 28.27 feet; (2) South 88°56'40" West 455.81 feet; (3) North 606.10 feet; (4) North 88°56'40" East 243.68 feet and (5) along the arc of a tangent curve to the right, concave southerly, having a radius of 524 feet, through a central angle of 27°10'39" and being subtended by a chord bearing South 77°28'00" East 246.23 feet to the northwesterly corner of said Parcel 8; thence along the northerly and easterly lines of said Parcel 8 the following six (6) courses: (1) continuing along the arc of a curve to the right, concave to the southwest, having a radius of 524 feet, through a central angle of 09°10'47" and being subtended by a chord bearing South 59°17'17" East 83.86 feet; (2) South 54°41'54" East 131.01 feet; (3) South 50°12'21" East 120.76 feet; (4) along the arc of a non-tangent curve to the left, concave to the northeast, the radius point of which bears North 30°57'04" East, having a radius of 535 feet, through a central angle of 27°10'07" and being subtended by a chord bearing South 72°37'59" East 251.32 feet; (5) along the arc of a reverse curve to the right, concave to the south, having a radius of 50 feet, through a central angle of 10°09'44" and being subtended by a chord bearing South 81°08'11" East 8.86 feet and (6) South 00°03'30" West 268.64 feet to the point of beginning.

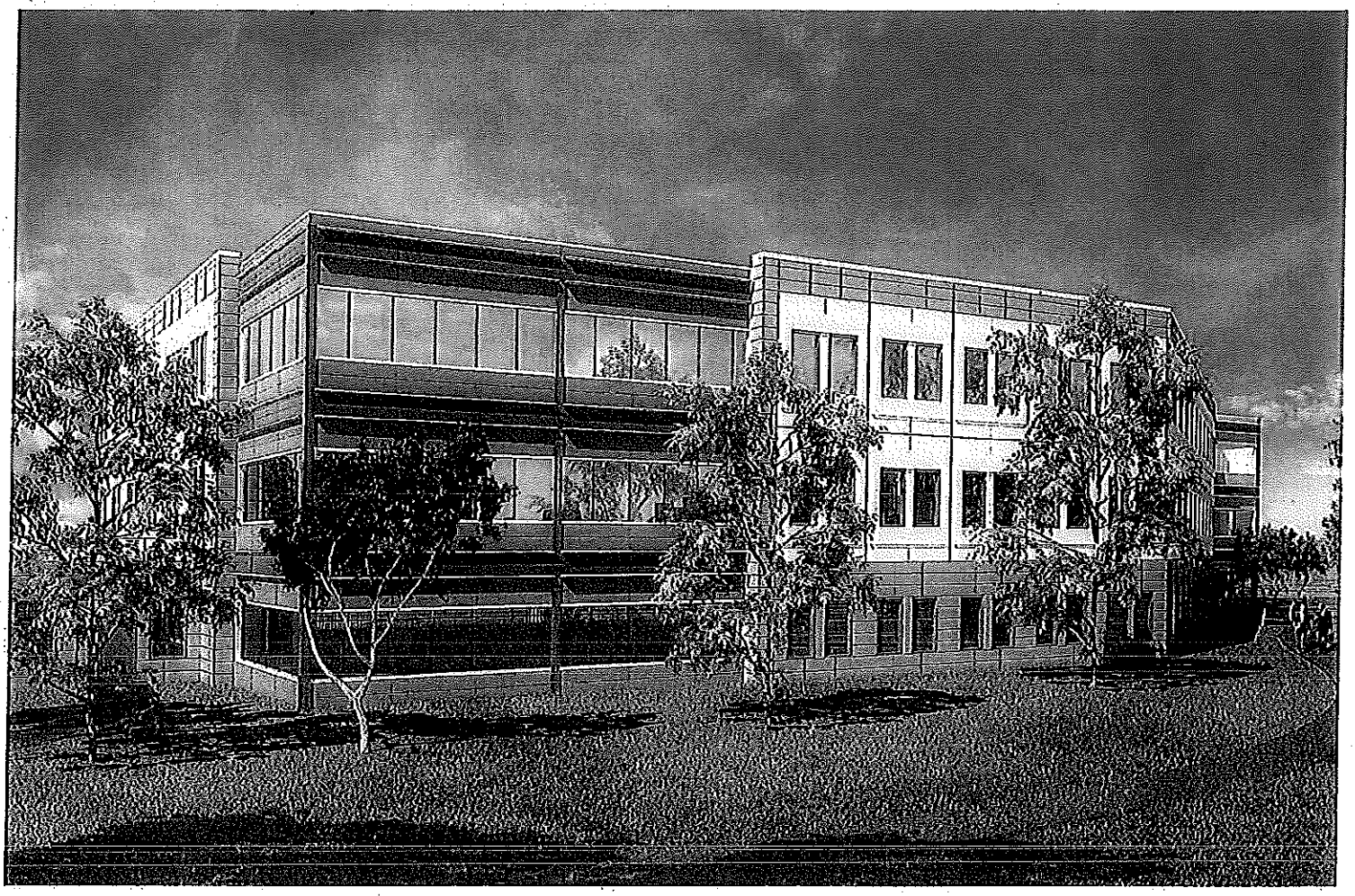
Containing 11.17 acres, more or less.

Note: The above described tract is based on a proposed, unfiled Parcel Map. Courses and areas described above are subject to change during the design process and may differ upon completion of said map.

EXHIBIT B







(b) (5), (b) (7) (a)(e)(f) - EXHIBIT C - SITE PLAN - 1 PAGE

(b) (5), (b) (7) (a)(e)(f) - EXHIBIT D - PROGRAM OF REQUIREMENTS (POR) - 170 PAGES

(b) (5), (b) (7) (a)(e)(f) - EXHIBIT E - UPGRADES - 6 PAGES

(b) (5), (b) (7) (a)(e)(f) - EXHIBIT F - ROOM DATA MATRIX - 5 PAGES

EXHIBIT G

AMENDMENT No. 1
TO SOLICITATION FOR OFFERS No. GS-09P-LCA03197

The purpose of this amendment is as follows:

1. Revise GSA Form 3517 B (Rev 11/05), General Clauses; and

2. Provide a copy of the Subordination, Nondisturbance and Attornment Agreement that GSA will execute with the lender, in accordance with GSA Form 3517 B, General Clauses, Paragraph 4.

3. Awardees of the Lease will maintain ownership of the building and for a period of at least 24 months after Government's acceptance of beneficial occupancy.

   Offerors are hereby referred to the Assignment of Claims, 41 USC 15 and 48 CFR section 42.1204, which prohibits transfer to Government contract from the contractor to a third party. In the event that Lessor proposes to sell the property or otherwise transfer all of the assets of Lessor involved in performing its obligations under the Lease after 24 months of Government's acceptance of beneficial occupancy, Lessor must notify Government 90 days in advance of such proposed transfer. Government's consent to such proposed transfer will be based on the factors set forth in 48 SFR section 42.1204 and whether the proposed new owner/lessor has sufficient experience in managing and operating comparable leases (a minimum of five years). In the event that the Government determines that the proposed lessor has insufficient experience, then the proposed lessor shall submit evidence that it has procured the services of a commercial property management firm with sufficient experience in managing comparable leases and with a local office no more than 10 miles away from the existing lease location. The proposed lessor must submit evidence of an executed contract with the commercial property management company with a minimum term of three years.

A. General Clauses, Paragraph 2, Subletting and Assignment (SEP 1999) is hereby modified as follows:

2. 552.27—5-Subletting

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. Subletting of all or the majority of the Premises to any private sector Individuals or businesses shall be subject to the Lessor's prior written consent, which consent shall not be unreasonably withheld. In determining whether to approve of a proposed sublease to a private sector individual or business, the Lessor shall approve of any creditworthy proposed sublessee (hereinafter sometimes referred to collectively as "transferee"), as long as the transferee intends to use the space in a manner reasonably compatible with the overall facility in which the Government is located (e.g. for general office uses in an office building or retail uses in a shopping center). For purposes of this Lease, "creditworthiness" shall be defined to mean a transferee who the Lessor has reasonably determined has a financial condition which will allow such transferee to afford the rent and other obligations under the Lease as they come due and shall not be confined to proposed transferee(s) with a creditworthiness comparable

Lessor: _____ Date: 5/30/2014 Government: _____ Date: _____

to that of the United States of America. Any failure of the Lessor to approve or disapprove of a proposed subletting within fifteen (15) calendar days of the date that the Government sent written notice thereof to the Lessor shall be deemed consent by the Lessor to such proposed subletting.

~~The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.~~

B. General Clauses, Paragraph 6, Substitution of Tenant Agency is deleted in its entirety.

C. General Clauses, Paragraph 17 is deleted in its entirety and the following substituted in lieu thereof:

17. 552.270-7 FIRE AND CASUALTY DAMAGE

(1) In the event the premises, buildings or other facilities required to use the premises for the Government's business (collectively, "Facilities") are damaged or destroyed by fire or other casualty, in whole or in part, the Lessor shall give the Government, within 45 days after the casualty, notice of the Lessor's reasonable estimate of the time required to restore the Facilities to the condition that existed immediately prior to the casualty (the "Restoration Period"). If Lessor does not deliver the notice within the required time, Government may terminate the lease by giving written notice at any time after expiration of the time for delivery until receipt of the notice.

(2) If restoration cannot reasonably be substantially completed within 365 days after the date of the casualty, the Government or Lessor may terminate this lease by giving written notice. The Lessor must give such notice with its notice of estimated time required for restoration of the Facilities. The Government must give its termination notice within 90 days after receipt of the Lessor's estimate of time required for restoration. If the Government or Lessor gives notice of election to terminate pursuant to subparagraph (a) or (b) of this paragraph, this Lease shall terminate effective as of the date of the casualty and neither party hereto shall thereafter have an obligation to the other under this Lease, excepting only obligations theretofore accrued and then remaining outstanding or unpaid.

(3) Unless terminated pursuant to subparagraph (a) or (b) of this paragraph, this Lease shall not terminate, Lessor shall proceed with reasonable diligence to and shall restore the Facilities within the Restoration Period to substantially the condition that existed immediately prior to the casualty. Should Lessor fail to substantially complete the restoration within the Restoration Period (as it may be extended pursuant to Paragraph 11(c) of the General Clauses), or fail to demonstrate reasonably diligent progress towards substantially completing the restoration within such time, the Government may, by written notice to Lessor, terminate this Lease pursuant to Paragraph 11 of the General Clauses. Absent Lessor's negligence, the Lessor shall not be obligated to repair or replace any of the Government's movable furniture, movable equipment, trade fixtures, and other similar unaffixed personal property, nor any alterations installed in the Premises by the Government (but not those installed by the Lessor); the Government shall have the right, but not the obligation, to repair and replace such items. In connection with its acceptance of the restored Facilities, the Government may require (1)

Lessor: _____ Date: 5/30/2014 Government: _____ Date: _____

a certification from a reputable licensed structural engineer as to the structural integrity of the space and its conformance with the requirements of this Lease, as amended, and (2) evidence of any governmental approvals relevant to the safety and suitability of the Facilities for occupancy.

(4) If there is a substantial interference with the Government's use of the premises, or any part thereof, as a result of the casualty or restoration, such that the Government cannot reasonably conduct its business in the premises or such part, then the rent shall abate, either in its entirety or, if only a part of the premises is so affected, to that proportion which the square footage of the affected part bears to the square footage of the premises. Any such abatement shall commence upon and include the day on which the damage occurred and shall continue to and include the date of substantial completion of the restoration.

(5) The Government shall in all cases be provided reasonable access to the Facilities to retrieve its belongings and relocate its employees and agents and a reasonable period of time in which to effectuate such relocation and retrieval. The Government and the Lessor shall coordinate regarding any space plans and other plans for restoration of the Facilities to conform to this Lease, as amended, and all applicable laws; provided, however, that the Government shall have final approval rights to all such plans. The Government shall have the right, but not the obligation, to conduct inspections in order to determine the extent of damage or destruction and observe the repairs and reconstruction.

(6) Nothing in this Lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

D. Attached is a copy of the form Subordination, Nondisturbance and Attornment Agreement that GSA will execute with the proposed Lessor's lender in accordance with General Clauses, Paragraph 4, Subordination, Nondisturbance and Attornment Agreement.

[see next page]

provisions as those contained in the Lease, and the terms of the Lease and Government's leasehold estate in the Property shall not be terminated, disturbed, or adversely affected, except according to the terms of the Lease.

4. Conditions of Mortgagee's Recognition. Mortgagee shall recognize the leasehold estate of Government under all of the terms, covenants and conditions of the Lease for the remaining balance of the term and any renewals thereof with the same force and effect as if Mortgagee were the Lessor under the Lease; provided, however, that Mortgagee shall not be (i) liable for any act or omission of Lessor or any other prior Lessor which occurred prior to the time the Mortgagee purchased or acquired its interest under the Lease, except with respect to any right Government may have to deduct from or offset against amounts due under the Lease, (ii) obligated to cure any defaults of Lessor or any other prior Lessor under the Lease which occurred prior to the time that Mortgagee purchased or acquired its interest under the Lease (except to the extent that the default is not monetary and remains in existence at the time of foreclosure), (iii) bound by any payment of rent or additional rent by Government to Lessor or any other prior Lessor for more than one month in advance, or (iv) bound by any amendment or modification of the Lease which would adversely affect any right of Lessor under the Lease made without the written consent of Mortgagee who has first, in writing, notified Government of its interest, which consent cannot be unreasonably withheld.

5. Miscellaneous.

(a) No effect on Trust Deed. Nothing in this Agreement shall be deemed to change in any manner the provisions of the Trust Deed as between Mortgagee and Lessor, to waive any right that Mortgagee may now have or later acquire against Lessor by reason of the Trust Deed.

(b) Notice. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to another party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other party shall be addressed to the other party at the address set forth in the introductory paragraph of this Agreement. Any party may change its address by notifying the other parties of the change of address. Notice shall be deemed communicated within two (2) business days from the time of mailing, if mailed as provided in this paragraph.

(c) Successors. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.

(d) No Modifications Unless in Writing. This Agreement contains all of the agreements and understandings between the parties regarding this Agreement relating to the leasing of the Premises and the obligations of Lessor and Government in connection with such Lease. This Agreement supersedes any and all prior agreements and understandings between the Lessor and Government and Mortgagee and alone

Lessor: _____ Date: 5/3/2014 Government: _____ Paid: _____

expresses the agreement of the parties. This Agreement shall not be amended, changed or modified in any way unless in writing executed by Lessor, Government and Mortgagee. Lessor, Government and Mortgagee shall not have waived or released any of their rights hereunder unless in writing and executed by Lessor, Government and Mortgagee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR:

_____

_____

By:_____
Name:_____
Title:_____
Date:_____

GOVERNMENT:

UNITED STATES OF AMERICA,
acting by and through the Administrator of General Services

By: _____
Name: _____
Its Contracting Officer
Date:_____

MORTGAGEE:

_____
a _____
By: _____
Name: _____
Title: _____
Date:_____

Feb.2002

Lessor: _____ Date: 5/30/2014

Government: _____

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

Lessor: _____ Date: 5/30/2014

Government: _____ Date: _____

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("AGREEMENT') is made on between **City National Bank, A National Banking Association**, having a place of business at **555 S. Flower Street, 25th Floor, Los Angeles, CA. 90071** ("Mortgagee") by and the between CW FBI Sacramento, LLC., having a principal place of business at 75 Malaga Cove Plaza, Suite 16, Palos Verdes Estates, CA. 90274 ("Lessor"), and the **UNITED STATES OF AMERICA** ("Government"), whose address is U. S. General Services Administration, c/o Property Acquisition and Realty Services Division (9P1PRC), **50 United Nations Plaza, Room 2276, San Francisco, CA. 94102**, with respect to the following facts and objectives:

A. Mortgagee is, or it is anticipated that Mortgagee will become, the beneficiary under a certain deed of trust ("Trust Deed") on improved property located at the **SWC of Blue Oaks Blvd. and Washington Blvd. in Roseville, County of Placer, State of California, 95678; parcel 6 of Blue Oaks Commerce Center** ("Property"), more specifically described in Exhibit A attached hereto and made a part hereof by this reference. Mortgagee shall also be deemed to include anyone who acquires all or any portion of the beneficial interest under the Trust Deed or acquires title to the Property through a foreclosure sale.

B. Lessor has or intends to lease to Government, and Government has or intends to lease from Lessor, a portion of the Property pursuant to United States Government Lease No. **GS-09P-LCA03197** (the "Lease").

C. The parties desire, under the provisions set forth in this Agreement, to assure Government that in the event of the foreclosure of the Trust Deed, or in the event of a sale in lieu of such foreclosure, or in the event that Mortgagee directly or indirectly becomes the new lessor of the Property because of its providing financing to Lessor, the terms of the Lease shall not be terminated, disturbed, or adversely affected.

THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

1. Subordination. Subject to the terms and conditions hereinafter set forth, the Lease, and the rights of Government in, to and under the Lease and the portion of the Property affected by the Lease, are hereby subject and subordinated to the lien of the Trust Deed.

2. Attornment. Upon foreclosure of the Trust Deed or transfer of the Property in lieu of foreclosure and receipt by Government's contracting officer of satisfactory evidence of such foreclosure or transfer, Government shall attorn to Mortgagee and shall recognize Mortgagee as Government's lessor under the Lease; provided that Government shall not be liable to Mortgagee for any lease payments made prior to 30 days after the effective date of the attornment. The Lease shall continue in full force and effect and Government shall perform all Government's obligations under the Lease directly to Mortgagee, as if Mortgagee were the Lessor under the Lease.

3. Non-Disturbance by Mortgagee. Upon foreclosure of the Trust Deed or transfer of the Property in lieu of foreclosure, the Lease shall continue with the same force and effect as if Mortgagee and Government had entered into a lease with the same provisions as those contained in the Lease, and the terms of the Lease and Government's leasehold estate in the Property shall not be terminated, disturbed, or adversely affected, except according to the terms of the Lease.

4. Conditions of Mortgagee's Recognition. Mortgagee shall recognize the leasehold estate of Government under all of the terms, covenants and conditions of the Lease for the remaining balance of the term and any renewals thereof with the same force and effect as if Mortgagee were the lessor under the Lease; provided, however, that Mortgagee shall not be (i) liable for any act or omission of Lessor or any other prior lessor which occurred prior to the time the Mortgagee purchased or acquired its interest under the Lease, except with respect to any right Government may have to deduct from or offset against amounts due under the Lease, (ii) obligated to cure any defaults of Lessor or any other prior lessor under the Lease which occurred prior to the time that Mortgagee purchased or acquired its interest under the Lease (except to the extent that the default is not monetary and remains in existence at the time of foreclosure), (iii) bound by any payment of rent or additional rent by Government to Lessor or any other prior lessor for more than one month in advance, or (iv) bound by any amendment or modification of the Lease which would adversely affect any right of Lessor under the Lease made without the written consent of Mortgagee who has first, in writing, notified Government of its interest, which consent cannot be unreasonably withheld.

5. Miscellaneous.

(a) No effect on Trust Deed. Nothing in this Agreement shall be deemed to change in any manner the provisions of the Trust Deed as between Mortgagee and Lessor, to waive any right that Mortgagee may now have or later acquire against Lessor by reason of the Trust Deed.

(b) Notice. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to another party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other party shall be addressed to the other party at the address set forth in the introductory paragraph of this Agreement. Any party may change its address by notifying the other parties of the change of address. Notice shall be deemed communicated within two (2) business days from the time of mailing, if mailed as provided in this paragraph.

(c) Successors. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.

(d) No Modifications Unless in Writing. This Agreement contains all of the agreements and understandings between the parties regarding this Agreement relating to the leasing of the Premises and the obligations of Lessor and Government in connection with such Lease. This Agreement supersedes any and all prior agreements and understandings between the Lessor and Government and Mortgagee and alone expresses the agreement of the parties. This Agreement shall not be amended, changed or modified in any way unless in writing executed by Lessor, Government and Mortgagee. Lessor, Government and Mortgagee shall not have waived or released any of their rights hereunder unless in writing and executed by Lessor, Government and Mortgagee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR:

CW FBI Sacramento, LLC.,
a California limited liability company

(b) (6) [redacted]

By: _____

Name: William L. Cunningham - Corso

Title: President, Cunningham Development Company Inc., Manager

Date: 1-2-2015

GOVERNMENT:

UNITED STATES OF AMERICA,
acting buy and through the Administrator of General Services

(b) (6) [redacted]

By: _____

Name: Donald C. Thomas

Title: Contracting Officer

Date: 1/9/2015

MORTGAGEE:

_____

_____

(b) (6) [redacted]

By: _____

Name: DEAN TINGZON

Title: VICE PRESIDENT

Date: 1/8/15

EXHIBIT A

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 6, AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP ENTITLED "BLUE OAKS COMMERCE CENTER" FILED 11/5/2014 IN BOOK 35 OF PARCEL MAPS, PAGE 72, OF PLACER COUNTY RECORDS.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS BY VEHICULAR TRAFFIC AS CREATED IN THAT CERTAIN "RECIPROCAL ACCESS EASEMENT AGREEMENT" RECORDED MARCH 31, 1999, INSTRUMENT NO. 99-0028278, PLACER COUNTY RECORDS, UPON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH 25.00 FEET OF THE EAST 82.00 FEET OF PARCEL 2 AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THAT PARCEL MAP FILED IN BOOK 28 OF PARCEL MAPS, PAGE 109, PLACER COUNTY RECORDS.

For APN/Parcel ID(s): 017-123-010-000 (portion) and 017-113-014-000 (portion)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On January 2, 2015 before me, Wende Jane Kleinick, Notary Public
(insert name and title of the officer)

personally appeared William Cunningham - Corso,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(b) (6) [redacted]

Signat [redacted] (Seal)

NRO1 WENDE J. KLEINICK NRO1
COMM. #2071498
Notary Public - California
Los Angeles County
My Comm. Expires June 15, 2018

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On January 8, 2015 before me, Shelley C. Ercek
(insert name and title of the officer)

personally appeared Dean Tingzon,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SHELLEY C. ERCEK
Commission # 2065256
Notary Public - California
Los Angeles County
My Comm. Expires May 18, 2018

(b) (6)

Signature [redacted] (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On January 9, 2014 before me, THUY THANH TA, Notary Public
(insert name and title of the officer)

personally appeared Donald Charles Thomas,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

THUY THANH TA
Commission # 2073558
Notary Public - California
San Francisco County
My Comm. Expires Jul 4, 2018

WITNESS my hand and official seal.

(b) (6)

Signature [redacted] (Seal)

EXHIBIT IT

THE GENERAL SERVICES ADMINISTRATION - REGION 9
Las Vegas, Nevada
Deborah D. Orkowski, Contracting Officer

FEDERAL BUREAU OF INVESTIGATION
Sacramento FBI Field Office
Administrative Officer

EXECUTIVE COMMITTEE
CW FBI Sacramento, LLC
Chicago, Illinois
Bill Cunningham - Cunningham Development
Dan Walsh - Walsh Investors
Greg Ciambrone - Walsh Investors

OFFEROR/DEVELOPER
CW FBI Sacramento, LLC
Chicago, Illinois
(A Joint Venture of Cunningham Development Company, Inc. and Walsh Investors, LLC)
Bill Cunningham, Principal-in-Charge
Don Wetzel, LEED GA, Project Manager

PROPERTY MANAGEMENT
CW FBI Sacramento, LLC
Chicago, Illinois
Don Wetzel, Regional Manager

PROPERTY MANAGEMENT (LOCAL)
Cunningham Development
San Mateo, California
Mike Cunningham (Non-Evaluated Member)

ON-SITE MANAGEMENT STAFF
(Required Security Clearance)
Building Engineer
Day Porter Custodian
Day Porter Custodian

THIRD PARTY LOCAL VENDORS
HVAC Vendor
Elevator Vendor
Landscape Maintenance
Fire Alarm Vendor
Disintegrator Maintenance

ENVIRONMENTAL PHASE 1
URS Corporation
Sacramento, California
Chani Hutto (Non-Evaluated Member)

COMMISSIONING AGENT
CB Engineers
San Francisco, California
Loren Dern (Non-Evaluated Member)

ARCHITECT
Lohan Anderson
Chicago, Illinois
San Francisco, California (Pending)
Floyd Anderson, AIA, Lead Designer
Bill Boznos, AIA, LEED AP, Project Architect
Dawn Brightfield, Senior Interior Designer
Bob Garstein, Architect of Record

GENERAL CONTRACTOR
Walsh Construction Company
Los Angeles, California
John Maranowicz, Project Manager
Padmendra Subba, Assistant PM (Non-Evaluated Member)
Jay Murphy, GC Superintendent (Non-Evaluated Member)

GEOTECHNICAL ENGINEER
Wallace Kuhl & Associates
Sacramento, California
Steven French, Geotechnical Engineer (Non-Evaluated Member)

SURVEYOR
Morton & Pitalo
Sacramento, California

PERMIT EXPEDITOR
Williams + Paddon
Roseville, California
Jack Paddon (Non-Evaluated Member)

STRUCTURAL ENGINEER
KPFF Consulting Engineers
Roseville, California
Dan Allwardt, Principal-in-Charge
Aaron Reynolds, Design Principal
(Non-Evaluated Member)

MECHANICAL ENGINEER
CB Engineers
San Francisco, California
Igor Tartakowsky, Principal-in-Charge
David Munro, Mechanical Engineer
(Non-Evaluated Member)

ELECTRICAL ENGINEER
CB Engineers
San Francisco, California
Enrico Martin, Electrical Engineer
(Non-Evaluated Member)

CIVIL ENGINEER
Morton & Pitalo
Sacramento, California
Greg Bardini, Civil Engineer
(Non-Evaluated Member)

MISC. CONSULTANTS
Construction Specifications; Vertical Transportation; Lighting; Acoustical

LEED AP PROFESSIONAL
Lohan Anderson
Chicago, Illinois
Bill Boznos, AIA, LEED AP Professional
(Non-Evaluated Member)

LANDSCAPE ARCHITECT
Yamasaki Landscape Architect
Sacramento, California
Jeff Ambrosia, Landscape Architect
(Non-Evaluated Member)

CODE CONSULTANT
Rolf Jensen Associates
Los Angeles, California

BLAST ENGINEER
KPFF Consulting Engineers
Los Angeles, California
Mark Nadal, Structural Engineer
(Non-Evaluated Member)

(b) (4) - EXHIBIT I - TENANT IMPROVEMENT COST MATRIX - 10 PAGES

(b) (4), (b) (5), (b) (7) (a)(e)(f) - EXHIBIT J - UNIT PRICE LIST - 3 PAGES

(b) (4), (b) (5), (b) (7) (a)(e)(f) - EXHIBIT K - SECURITY UNIT PRICE LIST - 2 PAGES

EXHIBIT L

SOLICITATION PROVISIONS
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011)

(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, writing or written" means any worded or numbered expression that 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 fifth 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.

(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 that 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 paragraphs (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.

(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 execution and delivery of the Lease contract by the Government establishes a valid award and 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;
(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.

(f) Paperwork collection. The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

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 (JUN 2011)

(a) If the lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as _____ [insert name of firm]."

(b) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, evidence of this authority to so act shall be furnished.

(c) If the Lessor is a corporation, the lease must be signed in 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 to so act shall be furnished.

d) If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.

(e) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of the power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

4. 52.233-2 - SERVICE OF PROTEST (SEP 2006) (VARIATION)

(Applies to leases over $150,000 average net annual rental, including option periods.)

(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. 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.

6. FLOOD PLAINS (JUN 2012)

A Lease will not be awarded 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 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 LCO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

EXHIBIT M

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	CENTRAL CONTRACTOR REGISTRATION
	18	552.270-31	PROMPT PAYMENT
	19	552.232-23	ASSIGNMENT OF CLAIMS
	20	552.270-20	PAYMENT
	21	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION
STANDARDS OF CONDUCT	22	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	23	552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	52-203-7	ANTI-KICKBACK PROCEDURES
	25	52-223-6	DRUG-FREE WORKPLACE
	26	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	27	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	28	52-215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	29	552.270-13	PROPOSALS FOR ADJUSTMENT
	30		CHANGES
AUDITS	31	552.215-70	EXAMINATION OF RECORDS BY GSA
	32	52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	33	52.233-1	DISPUTES

INITIALS: _____ & _____
LESSOR GOVERNMENT

LABOR STANDARDS	34	52.222-26	EQUAL OPPORTUNITY
	35	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	36	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
	39	52.222-37	EMPLOYMENT REPORTS VETERANS
SUBCONTRACTING	40	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	43	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	44	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	45	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: _____ & _____
LESSOR GOVERNMENT

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

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

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

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

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform 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 on account of the Lessor's default.

(2) 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.

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

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

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

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

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to 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;

(iii) The condition of the Property;

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

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

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

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (JAN 2011)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the LCO, the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (MAR 2013)

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 are only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 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 **270 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 unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (JAN 2011)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(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 unreasonably interfere 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 obtain satisfaction of this condition by obtaining the services of a licensed fire protection engineer to verify that the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances.

17. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (DEC 2012)

(a) Definitions. As used in this provision—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The offeror will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) 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) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.
(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).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov .

18. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233–1, Disputes, or for more than one year. Interest penalties of less than $1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.,* duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

19. 552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)
(Applicable to leases over $3,000.)

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to $1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments

to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

20. 552.270-20 PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: (1+CAF) x Rate per RSF = Reduction in Annual Rent

21. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's *EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice

for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

22. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
(Applicable to leases over $5 million and performance period is 120 days or more.)

(a) *Definitions*. As used in this clause—

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or

closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

- Monitoring and auditing to detect criminal conduct;

- Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

- Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

- If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

- If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

- The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

- The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

23. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)
(Applicable to leases over $150,000 average net annual rental including option periods.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency,* as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) Bona fide employee, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) Improper influence, as used in this clause, means any influence that induces or tends to induce a *Government* employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

24. 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)
(Applicable to leases over $150,000 average net annual rental including option periods.)

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(5)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(5)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed $150,000.

25. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over $150,000 average net annual rental including option periods, as well as to leases of any value awarded to an individual.)

(a) *Definitions.* As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

26. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
(Applicable to leases over $5 Million and performance period is 120 days or more.)

(a) *Definition.*

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from

(*Contracting Officer shall insert*—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed $5,000,000, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

27. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)
(Applicable to leases over $150,000 average net annual rental including option periods.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

28. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
(Applicable when cost or pricing data are required for work or services over $700,000.)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the certified cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if—

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

29. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds $100,000. The proposal, including all subcontractor work, will contain at least the following detail—

(1) Material quantities and unit costs;

(2) Labor costs (identified with specific item or material to be placed or operation to be performed;

(3) Equipment costs;

(4) Worker's compensation and public liability insurance;

(5) Overhead;

(6) Profit; and

(7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding $500,000 in cost—

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds $500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

30. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements 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;

(3) A lump sum equitable adjustment; or

(4) A change to the operating cost base, if applicable.

(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 as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

31. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after

final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding $100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

32. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over $150,000 average net annual rental including option periods.)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination *of costs*. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Certified *cost or pricing data*. If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

(1) The proposal for the contract, subcontract, or modification;
(2) The discussions conducted on the proposal(s), including those related to negotiating;
(3) Pricing of the contract, subcontract, or modification; or
(4) Performance of the contract, subcontract or modification.

(d) Comptroller General—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in

Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

33. 52.233-1 DISPUTES (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

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

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

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

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

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

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

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

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

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

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

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

34. 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(a) *Definition*. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

35. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

36. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)
(Applicable to leases exceeding $3,000.)

(a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐☐ is, ☐☐ is not a small business concern under NAICS Code _____ assigned to contract number _____.

[*Contractor to sign and date and insert authorized signer's name and title*].

37. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
(Applicable to leases over $100,000.)

(a) *Definitions.* As used in this clause—

"All employment openings" means all positions except executive and senior management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Armed Forces service medal veteran" means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).

"Disabled veteran" means—

(1) A veteran of the U.S. military, ground, naval, or air service, who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Executive and senior management" means—

(1) Any employee—

(i) Compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;

(ii) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(iii) Who customarily and regularly directs the work of two or more other employees; and

(iv) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; or

(2) Any employee who owns at least a bona fide 20–percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

"Other protected veteran" means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified disabled veteran" means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.

"Recently separated veteran" means any veteran during the three–year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

(b) General.

(1) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

(i) Recruitment, advertising, and job application procedures.

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

(iii) Rate of pay or any other form of compensation and changes in compensation.

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

(v) Leaves of absence, sick leave, or any other leave.

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

(viii) Activities sponsored by the Contractor including social or recreational programs.

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(3) The Department of Labor's regulations require contractors with 50 or more employees and a contract of $100,000 or more to have an affirmative action program for veterans. See 41 CFR Part 60-300, Subpart C.

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.

(2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability*. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(e) *Postings*.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans, Armed Forces service medal veterans, and other protected veterans; and

(ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.

(f) *Noncompliance*. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor by the Department of Labor for violations of this clause (52.222-35, Equal Opportunity for Veterans). These sanctions (see 41 CFR 60-300.66) may include—

(1) Withholding progress payments;

(2) Termination or suspension of the contract; or

(3) Debarment of the contractor.

(g) *Subcontracts*. The Contractor shall insert the terms of this clause in subcontracts of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

38. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
(Applicable to leases over $15,000.)

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating—

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

39. 52.222-37 EMPLOYMENT REPORTS VETERANS (SEP 2010)
(Applicable to leases over $100,000.)

(a) *Definitions.* As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "other protected veteran," and "recently separated veteran," have the meanings given in the Equal Opportunity for Veterans clause 52.222-35.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans.

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled "Federal Contractor Veterans' Employment Report (VETS-100A Report)."

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

40. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
(Applicable to leases over $30,000.)

(a) *Definition*. "Commercially available off-the-shelf (COTS)" item, as used in this clause—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of $30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds $30,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

41. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
(Applicable if over $700,000.)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

42. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)
(Applicable to leases over $150,000 average net annual rental including option periods.)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract—

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that—

(1) (i) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, or

(2) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) (1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting the SBA. Options for contacting the SBA include—

(i) HUBZone small business database search application web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or http://www.sba.gov/hubzone;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington, DC 20416; or

(iii) The SBA HUB Zone Help Desk at hubzone@sba.gov.

43. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) ALTERNATE III (JUL 2010)
(Applicable to leases over $650,000.)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC

direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $650,000 ($1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294 Subcontracting Report for Individual Contract in accordance with paragraph (l) of this clause. Submit the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-

owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations; and

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294 in accordance with paragraph (l) of this clause. Ensure that its subcontractors with subcontracting plans agree to submit the SSR in accordance with paragraph (l) of this clause using the eSRS.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $150,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) *The Contractor shall submit a SF 294.* The Contractor shall submit SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the U.S. or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *SF 294.* This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan. For prime contractors the report shall be submitted to the contracting officer, or as specified elsewhere in this contract. In the case of a subcontract with a subcontracting plan, the report shall be submitted to the entity that awarded the subcontract.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(2) *SSR.* (i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over $550,000 (over $1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve-month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in the eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

44. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over $650,000.)

(a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the

Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

45. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)
(Applicable if over $25,000.)

(a) *Definitions*. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Months of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d) (1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the Central Contractor Registration (CCR) database (FAR clause 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(2) *First-teir subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of $25,000 or more, the Contractor shall report the following information at http://www.fsrs.gov for that first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensatioin of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of $25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at http://www.fsrs.gov , if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than $25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at http://www.fsrs.gov will be prepopulated with some information from CCR and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the CCR database information is incorrect, the contractor is responsible for correcting this information.

EXHIBIT N

REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number GS-09P-LCA03197	Dated 06-12-2014

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. **52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.

(2) The small business size standard is $20.5 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, [X] 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) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.*] The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.*] *Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.*

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.*] The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____.*] *Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.*

(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 it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [*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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;
(ii) Be subject to administrative remedies, including suspension and debarment; and
(iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. **52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [ ] is a women-owned business concern.

3. **52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

(Applicable when the estimated value of the acquisition exceeds $10,000)

The Offeror represents that—

(a) It [ ] has, [X] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [X] 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.)

4. **52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

(Applicable when the estimated value of the acquisition exceeds $10,000)

The Offeror represents that—

(a) It [ ] has developed and has on file, [X] 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 [X] 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.)

5. **552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APR 2012)**

(a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by that Act may be used to enter into a contract action with any corporation that---

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or

(2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer

or agent and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Contractor represents that—

(1) It is [ ] is not [X] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) It is [ ] is not [X] a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

6. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

(a) The Offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above Bill Cunningham, Manager _____ [Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

7. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Applicable when the estimated value of the acquisition exceeds $100,000)

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or

employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that 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 its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352.Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required 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.

8. 52.209-5 - CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are [ ] are not [X] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [X], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [ ] are not [X] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have [ ], have not [X], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [ ] has not [X], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business

segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

9. 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).*

[X] TIN: (b) (4) [redacted]
[ ] 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;
[ ] Partnership;
[X] Corporate entity (not tax-exempt);
[ ] Corporate entity (tax-exempt);
[ ] Government entity (Federal, State, or local);
[ ] Foreign government;
[ ] International organization per 26 CFR 1.6049-4;
[ ] Other xxxxxxxxx

(f) *Common Parent.*

[X] 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 xxxxxxxxx

TIN ##############

10. 52.204-6 -- DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(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 establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same 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) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when 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).

11. 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 # (b) (4) [redacted]

INITIALS: _____ LESSOR & _____ GOVERNMENT

12. CENTRAL CONTRACTOR REGISTRATION (MAY 2012)

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 https://www.acquisition.gov. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

[ ] Registration Active and Copy Attached

[X] Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	CW FBI Sacramento LLC 75 Malaga Cove Plaza, Suite #16 Rancho Palos Verdes, CA, 90274 (b) (6) [redacted] Signature	(310) 765-0347 06-12-2014 Date

INITIALS: _____ & _____
LESSOR GOVERNMENT

EXHIBIT O

>

General Decision Number: CA140009 07/18/2014 CA9

Superseded General Decision Number: CA20130009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/10/2014
2	01/24/2014
3	03/07/2014
4	04/11/2014
5	05/23/2014
6	05/30/2014
7	06/06/2014
8	06/13/2014
9	06/20/2014
10	07/04/2014
11	07/11/2014
12	07/18/2014

ASBE0016-001 01/01/2014

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all		

types of mechanical systems)
Area 1.....$ 57.15 18.72
Area 2.....$ 44.05 18.62

ASBE0016-007 01/01/2013

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	$ 31.13	6.95

BOIL0549-002 01/01/2013

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties.	$ 42.06	33.43
(2) Remaining Counties.....	$ 38.37	31.32

BRCA0003-001 08/01/2013

	Rates	Fringes
MARBLE FINISHER.....	$ 28.05	14.01

BRCA0003-004 05/01/2013

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	$ 36.48	19.59
AREA 2.....	$ 39.96	23.79

SPECIALTY PAY:
(A) Undergrouhd work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER	$ 33.15	13.93
TERRAZZO WORKER/SETTER	$ 39.95	24.39

BRCA0003-010 04/01/2014

	Rates	Fringes
TILE FINISHER		
Area 1	$ 22.58	10.04
Area 2	$ 22.58	12.50
Area 3	$ 22.76	12.37
Area 4	$ 22.26	11.85
Tile Layer		
Area 1	$ 38.13	11.98
Area 2	$ 36.43	13.74
Area 3	$ 40.59	13.79
Area 4	$ 37.46	13.74

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2013

	Rates	Fringes
MARBLE MASON	$ 39.30	22.48

CARP0034-001 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 39.60	30.73
Diver standby	$ 44.56	30.73
Diver Tender	$ 43.56	30.73
Diver wet	$ 89.12	30.73
Manifold Operator (mixed gas)	$ 48.56	30.73
Manifold Operator (Standby)	$ 43.56	30.73

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under

pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver	$ 40.60	30.73

CARP0035-001 07/01/2014

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 39.35	27.97
Area 3	$ 33.97	27.97
Area 4	$ 32.62	27.97
Drywall Stocker/Scrapper		
Area 1	$ 19.68	16.30
Area 3	$ 16.99	16.30
Area 4	$ 16.31	16.30

CARP0035-009 07/01/2014

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter	$ 40.35	27.53

Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 40.50 27.53
Journeyman Carpenter.....$ 40.35 27.53
Millwright.....$ 40.45 29.12

CARP0035-010 07/01/2013

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Alpine, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I	$ 22.96	17.52
Installer II	$ 19.53	17.52
Lead Installer	$ 26.41	18.02
Master Installer	$ 30.63	18.02
Area 2		
Installer I	$ 20.31	17.52
Installer II	$ 17.36	17.52
Lead Installer	$ 23.28	18.02
Master Installer	$ 26.91	18.02
Area 3		
Installer I	$ 19.36	17.52
Installer II	$ 16.59	17.52
Lead Installer	$ 22.16	18.02
Master Installer	$ 25.58	18.02

CARP0046-001 07/01/2014

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 34.62	27.53
Journeyman Carpenter	$ 34.47	27.53
Millwright	$ 36.97	29.12

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2014

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

CARP0152-003 07/01/2014

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

CARP0180-001 07/01/2014

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 40.50	27.53
Journeyman Carpenter	$ 40.35	27.53
Millwright	$ 40.45	29.12

CARP0751-001 07/01/2014

Napa and Sonoma Counties

	Rates	Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 40.35 27.53
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 40.50 27.53
Journeyman Carpenter.....$ 40.35 27.53
Millwright.....$ 40.45 29.12

CARP1599-001 07/01/2014

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

ELEC0180-001 06/01/2014

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 50.97	3%+20.13
ELECTRICIAN	$ 45.31	3%+20.13

ELEC0180-003 12/01/2013

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 31.32	3%+15.30
Technician	$ 35.66	3%+15.30

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],
TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 12/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 24.68	3%+12.85
Sound & Communications Technician	$ 28.38	3%+12.85

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation)

Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 12/01/2013

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	$ 39.06	18.54
Sierra Army Depot, Herlong..	$ 48.83	18.54
Tunnel work.....	$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 07/01/2013

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	$ 37.00	14.62

ELEC0551-004 06/01/2014

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	$ 47.20	16.76

ELEC0551-005 12/01/2013

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 31.32	16.23
Technician	$ 35.66	16.36

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2013

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 30.27	14.81

ELEC0659-008 02/01/2013

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer	$ 51.09	4%+13.30
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man	$ 45.62	4%+13.30
(3) Tree Trimmer	$ 32.07	4%+9.80
(4) Line Equipment Man	$ 45.62	4%+9.80
(5) Powdermen, Jackhammermen	$ 34.22	4%+9.80
(6) Groundman	$ 31.31	4%+9.80

ELEC1245-004 06/01/2013

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..	$ 50.30	15
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	$ 40.17	14.56
(3) Groundman.....	$ 30.73	13.48
(4) Powderman.....	$ 44.91	13.48

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

---

ELEV0008-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 59.19	26.785

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	$ 35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	$ 31.15	27.81
AREA 2:		
(1) Leverman.....	$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	$ 36.45	27.81

(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 33.15 27.81

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 39.85	27.44
GROUP 2	$ 38.32	27.44
GROUP 3	$ 36.84	27.44
GROUP 4	$ 35.46	27.44
GROUP 5	$ 34.19	27.44
GROUP 6	$ 32.87	27.44

GROUP 7.....$ 31.73 27.44
GROUP 8.....$ 30.59 27.44
GROUP 8-A.....$ 28.38 27.44

OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)

GROUP 1
Cranes.....$ 40.73 27.44
Oiler.....$ 33.76 27.44
Truck crane oiler.....$ 37.33 27.44

GROUP 2
Cranes.....$ 38.97 27.44
Oiler.....$ 33.50 27.44
Truck crane oiler.....$ 37.04 27.44

GROUP 3
Cranes.....$ 37.23 27.44
Hydraulic.....$ 32.87 27.44
Oiler.....$ 33.26 27.44
Truck Crane Oiler.....$ 36.77 27.44

GROUP 4
Cranes.....$ 34.19 27.44

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

GROUP 1
Lifting devices.....$ 41.07 27.44
Oiler.....$ 31.81 27.44
Truck crane oiler.....$ 34.09 27.44

GROUP 2
Lifting devices.....$ 39.25 27.44
Oiler.....$ 31.54 27.44
Truck Crane Oiler.....$ 33.84 27.44

GROUP 3
Lifting devices.....$ 37.57 27.44
Oiler.....$ 31.32 27.44
Truck Crane Oiler.....$ 33.55 27.44

GROUP 4
Lifting devices.....$ 35.80 27.44

GROUP 5
Lifting devices.....$ 34.50 27.44

GROUP 6
Lifting devices.....$ 33.16 27.44

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)

GROUP 1
Cranes.....$ 41.70 27.44
Oiler.....$ 32.15 27.44
Truck Crane Oiler.....$ 34.38 27.44

GROUP 2
Cranes.....$ 39.93 27.44
Oiler.....$ 31.88 27.44
Truck Crane Oiler.....$ 34.16 27.44

GROUP 3
Cranes.....$ 38.45 27.44
Hydraulic.....$ 32.67 27.44
Oiler.....$ 31.66 27.44
Truck Crane Oiler.....$ 33.89 27.44

GROUP 4
Cranes.....$ 36.43 27.44

GROUP 5
Cranes.....$ 35.13 27.44

OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)

SHAFTS, STOPES, RAISES:		
GROUP 1	$ 35.95	27.44
GROUP 1-A	$ 38.32	27.44
GROUP 2	$ 34.59	27.44
GROUP 3	$ 33.36	27.44
GROUP 4	$ 32.22	27.44
GROUP 5	$ 31.08	27.44
UNDERGROUND:		
GROUP 1	$ 35.85	27.44
GROUP 1-A	$ 38.32	27.44
GROUP 2	$ 34.59	27.44
GROUP 3	$ 33.26	27.44
GROUP 4	$ 32.12	27.44
GROUP 5	$ 30.98	27.44

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator,

asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson;

Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

---

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and

including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

---

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 29.64	25.71
AREA 2	$ 31.64	25.71
GROUP 2		
AREA 1	$ 26.04	25.71
AREA 2	$ 28.04	25.71
GROUP 3		
AREA 1	$ 21.43	25.71
AREA 2	$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 07/01/2013

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 26.58	17.74
Ornamental, Reinforcing and Structural	$ 33.00	26.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps

Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 12/01/2013

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B	$ 19.66	9.02
LABORER (Lead Removal)		
Area A	$ 27.89	19.20
Area B	$ 26.89	19.20

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067-006 06/30/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 29.09	19.57

GROUP 1.....$ 28.39 19.57
GROUP 1-a.....$ 28.61 19.57
GROUP 1-c.....$ 28.44 19.57
GROUP 1-e.....$ 28.94 19.57
GROUP 1-f.....$ 28.97 19.57
GROUP 1-g (Contra Costa
County).....$ 28.59 19.57
GROUP 2.....$ 28.24 19.57
GROUP 3.....$ 28.14 19.57
GROUP 4.....$ 21.83 19.57

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT
LABORERS - AREA B:)
Construction Specialist
Group.....$ 28.09 19.57
GROUP 1.....$ 27.39 19.57
GROUP 1-a.....$ 27.61 19.57
GROUP 1-c.....$ 27.44 19.57
GROUP 1-e.....$ 27.94 19.57
GROUP 1-f.....$ 27.97 19.57
GROUP 2.....$ 27.24 19.57
GROUP 3.....$ 27.14 19.57
GROUP 4.....$ 20.83 19.57

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)
GROUP 1.....$ 29.35 19.57
GROUP 2.....$ 28.85 19.57
GROUP 3.....$ 28.26 19.57
GROUP 4.....$ 28.14 19.57

Laborers: (GUNITE - AREA B:)
GROUP 1.....$ 28.35 19.57
GROUP 2.....$ 27.85 19.57
GROUP 3.....$ 27.26 19.57
GROUP 4.....$ 27.14 19.57

Laborers: (WRECKING - AREA A:)
GROUP 1.....$ 28.39 19.57
GROUP 2.....$ 28.24 19.57

Laborers: (WRECKING - AREA B:)
GROUP 1.....$ 27.39 19.57
GROUP 2.....$ 27.24 19.57

Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction.....$ 28.14 19.57
(2) Establishment Warranty
Period.....$ 21.83 19.57

Landscape Laborer (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA B:)
(1) New Construction.....$ 27.14 19.57
(2) Establishment Warranty
Period.....$ 20.83 19.57

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small

diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-002 07/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.52	16.53

LABO0185-005 07/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.10	16.53

GROUP 2	$ 33.87	16.53
GROUP 3	$ 33.62	16.53
GROUP 4	$ 33.17	16.53
GROUP 5	$ 32.63	16.53
Shotcrete Specialist	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-002 07/01/2013

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 27.64	18.74
Traffic Control Person I	$ 27.94	18.74
Traffic Control Person II	$ 25.44	18.74

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 07/01/2013

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		

GROUP 1	$ 34.10	16.53
GROUP 2	$ 33.87	16.53
GROUP 3	$ 33.62	16.53
GROUP 4	$ 33.17	16.53
GROUP 5	$ 32.63	16.53
Shotcrete Specialist	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 07/01/2013

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 32.77	16.53

LABO0324-004 07/01/2013

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 26.64	18.74
Traffic Control Person I	$ 26.94	18.74
Traffic Control Person II	$ 24.44	18.74

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash

cushions.

LABO0324-008 07/01/2013

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.10	16.53
GROUP 2	$ 33.87	16.53
GROUP 3	$ 33.62	16.53
GROUP 4	$ 33.17	16.53
GROUP 5	$ 32.63	16.53
Shotcrete Specialist	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2013

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 31.95	16.53

LABO1414-005 08/07/2013

	Rates	Fringes
Plasterer tender	$ 30.00	16.36

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-004 01/01/2013

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	$ 33.86	20.26

PREMIUMS:
EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 01/01/2013

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	$ 36.24	18.67

PAIN0016-007 01/01/2013

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	$ 29.06	15.98

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-008 01/01/2013

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 44.87	17.98

PAIN0169-004 01/01/2013

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	$ 41.88	21.59

---

* PAIN0567-001 07/01/2014

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	$ 23.16	10.38
Spray Painter & Paperhanger.	$ 24.01	10.38

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2014

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes

SOFT FLOOR LAYER.....$ 25.81 11.68

PAIN0567-010 07/01/2013

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper	$ 27.07	11.14
(2) Steeplejack - Taper, over 40 ft with open space below	$ 28.57	11.14

PAIN0767-004 01/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER	$ 32.24	19.88

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2013

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 28.27	11.65
GROUP 2	$ 28.60	11.65
GROUP 3	$ 26.96	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2013

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 28.25	16.73

PLAS0300-003 07/01/2009

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	$ 32.82	15.10
AREA 355: Marin, Napa & Sonoma Counties.....	$ 32.82	15.30

---

* PLAS0300-005 06/30/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 30.00	22.07

PLUM0038-002 07/01/2013

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding hgih-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET		

RECOVERY RATE.....$ 62.00 42.39
(2) All other work - NEW
CONSTRUCTION RATE.....$ 62.00 42.39

PLUM0038-006 07/01/2013

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	$ 52.70	31.45

PLUM0228-001 01/01/2014

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	$ 34.50	25.24

PLUM0343-001 07/01/2014

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	$ 30.60	19.40
All Other Work.....	$ 48.00	30.05

DEFINITION OF LIGHT COMMERICIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand ($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

PLUM0350-001 01/01/2011

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes

PLUMBER/PIPEFITTER.....$ 34.60 10.50

PLUM0355-001 07/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 28.55	8.30

PLUM0442-003 01/01/2014

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 35.00	24.99

PLUM0447-001 07/01/2013

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 41.77	22.35
Light Commercial Work	$ 32.23	17.22

ROOF0081-006 08/01/2011

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 33.16	10.90

ROOF0081-007 08/01/2012

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer	$ 32.33	11.97

SFCA0483-003 01/01/2014

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 52.42	25.62

SFCA0669-003 07/01/2013

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER	$ 34.19	19.37

SHEE0104-006 07/01/2013

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
$200,000 or less	$ 51.30	35.96
All other work	$ 52.80	34.46

SHEE0104-009 07/01/2013

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 38.43	29.31

SHEE0104-010 07/01/2013

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 35.87	26.88

SHEE0104-011 07/01/2013

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only)	$ 38.43	29.31

SHEE0104-014 07/01/2013

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 52.80	34.46

SHEE0104-019 07/01/2013

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under	$ 29.54	27.16
Mechanical Jobs over $200,000	$ 38.43	29.31

TEAM0094-001 07/01/2014

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 27.96	24.28
GROUP 2	$ 28.26	24.28
GROUP 3	$ 28.56	24.28
GROUP 4	$ 28.91	24.28
GROUP 5	$ 29.26	24.28

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck

jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

EXHIBIT P

LEED v4 for BD+C: New Construction and Major Renovation

Project Checklist

FBI Sacramento Field Office - Roseville, CA

12-Jun-14

Y	?	N			
	1		Credit 1	Integrative Process	1
				Location and Transportation — Possible Points: 16	
		16	Credit 1	LEED for Neighborhood Development Location	16
		1	Credit 2	Sensitive Land Protection	1
		2	Credit 3	High Priority Site	2
	5		Credit 4	Surrounding Density and Diverse Uses	5
	5		Credit 5	Access to Quality Transit	5
1			Credit 6	Bicycle Facilities	1
		1	Credit 7	Reduced Parking Footprint	1
1			Credit 8	Green Vehicles	1
				Sustainable Sites — Possible Points: 10	
Y			Prereq 1	Construction Activity Pollution Prevention	Required
			Credit 1	Site Assessment	1
		2	Credit 2	Site Development--Protect or Restore Habitat	2
1			Credit 3	Open Space	1
	3		Credit 4	Rainwater Management	3
2			Credit 5	Heat Island Reduction	2
1			Credit 6	Light Pollution Reduction	1
				Water Efficiency — Possible Points: 11	
Y			Prereq 1	Outdoor Water Use Reduction	Required
Y			Prereq 2	Indoor Water Use Reduction	Required
Y			Prereq 3	Building-Level Water Metering	Required
2			Credit 1	Outdoor Water Use Reduction	2
2	1	3	Credit 2	Indoor Water Use Reduction	6
		2	Credit 3	Cooling Tower Water Use	2
1			Credit 4	Water Metering	1
				Energy and Atmosphere — Possible Points: 33	
Y			Prereq 1	Fundamental Commissioning and Verification	Required
Y			Prereq 2	Minimum Energy Performance	Required
Y			Prereq 3	Building-Level Energy Metering	Required
Y			Prereq 4	Fundamental Refrigerant Management	Required
5	1		Credit 1	Enhanced Commissioning	6
12	6	6	Credit 2	Optimize Energy Performance	18
		1	Credit 3	Advanced Energy Metering	1
	2		Credit 4	Demand Response	2
	3		Credit 5	Renewable Energy Production	3
1			Credit 6	Enhanced Refrigerant Management	1
2			Credit 7	Green Power and Carbon Offsets	2
				Materials and Resources — Possible Points: 13	
Y			Prereq 1	Storage and Collection of Recyclables	Required
Y			Prereq 2	Construction and Demolition Waste Management Planning	Required
	5		Credit 1	Building Life-Cycle Impact Reduction	5
	2		Credit 2	Building Product Disclosure and Optimization - Environmental Product Declarations	2
	2		Credit 3	Building Product Disclosure and Optimization - Sourcing of Raw Materials	2
	2		Credit 4	Building Product Disclosure and Optimization - Material Ingredients	2
2			Credit 5	Construction and Demolition Waste Management	2
				Indoor Environmental Quality — Possible Points: 16	
Y			Prereq 1	Minimum Indoor Air Quality Performance	Required
Y			Prereq 2	Environmental Tobacco Smoke Control	Required
1	1		Credit 1	Enhanced Indoor Air Quality Strategies	2
3			Credit 2	Low-Emitting Materials	3
1			Credit 3	Construction Indoor Air Quality Management Plan	1
2			Credit 4	Indoor Air Quality Assessment	2
1			Credit 5	Thermal Comfort	1
2			Credit 6	Interior Lighting	2
3			Credit 7	Daylight	3
1			Credit 8	Quality Views	1
	1		Credit 9	Acoustic Performance	1
				Innovation — Possible Points: 6	
5			Credit 1	Innovation	5
1			Credit 2	LEED Accredited Professional	1
				Regional Priority — Possible Points: 4	
	1		Credit 1	Regional Priority: Specific Credit	1
	1		Credit 2	Regional Priority: Specific Credit	1
	1		Credit 3	Regional Priority: Specific Credit	1
	1		Credit 4	Regional Priority: Specific Credit	1
53	44	34		**Total** — Possible Points: 110	

Certified 40 to 49 points Silver 50 to 59 points Gold 60 to 79 points Platinum 80 to 110

(b) (4) - EXHIBIT Q - GSA FORM 1217 - 2 PAGES

(b) (5), (b) (7) (a)(e)(f) - EXHIBIT R - GSA FORM 12000 - 6 PAGES

EXHIBIT S

SEISMIC FORM A

CERTIFICATE OF SEISMIC COMPLIANCE
BENCHMARK BUILDING

Date: 2/14/14

This affirms that Aaron Reynolds served as engineer in charge of the seismic evaluation of the building located at Sacramento Field Office.

The building has the following characteristics:

ASCE Building Type: S-1 (office); S-1 or S-2 (annex)	No. of Stories: 3 (office); 1 (annex)	Approx. Area: 107,300 sqft (office); 19,800 sqft (annex)
Building Design Code: California Building Code	Year of Design Code: 2013	Year of Construction: 2016

On the basis of the building characteristics and to the extent permitted by this level of evaluation, it is my opinion that the subject Building qualifies as a Benchmark Building as indicated in ASCE/SEI 31, Table 1-1.

Affix Stamp and Sign Here

Engineer's Name: Aaron Reynolds

Firm: KPFF Consulting Engineers

Address: 6080 Center Drive, Suite 300
Los Angeles, CA 90045

Telephone: 310-665-1536

License No.: S4338

License State: CA

Expiration Date: 12/31/2015

(b) (6) [redacted]

SEISMIC FORM B

CERTIFICATE OF SEISMIC COMPLIANCE
EXISTING BUILDING

Date: 2/14/14

This affirms 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:

I have evaluated this building at the Life Safety Performance Level as set forth in the ICSSC RP 8, Standards of Seismic Safety for Existing Federally Owned and Leased Buildings, using ASCE/SEI 31 methodology:

___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 the building characteristics and to the extent permitted by this level of evaluation it is my opinion that subject Building (*check one*) ☐ does / ☐ does not meet the Life Safety Performance Level of ICSSC RP 8.

Affix Stamp and Sign Here

Engineer's Name:
Firm:
Address:
Telephone:
License No.:
License State:

Expiration Date:

Comments: **NOT APPLICABLE (NEW CONSTRUCTION)**

Attach: ASCE/SEI 31 Checklist(s) Structural, Nonstructural, and Geologic Site Hazards and Foundation.

SEISMIC FORM C

BUILDING RETROFIT OR NEW CONSTRUCTION
PREAWARD COMMITMENT

PART 1

PREAWARD COMMITMENT TO RETROFIT BUILDING: **NOT APPLICABLE (NEW CONSTRUCTION)**

Date: 2/14/14

This affirms that _____ shall serve as the engineer in charge of the seismic retrofit of the building located at _____. The retrofit must be designed to meet the **Basic Safety Objective,** as set forth in ASCE/SEI 41 Seismic Rehabilitation of Existing Buildings.

In accordance with the requirements of this Standard and the seismic paragraph in the Request for Lease Proposals (RLP), our offer includes a commitment to retrofit the building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41. The offer includes a Tier 1 report with all supporting documents, a narrative explaining the process, scope of renovations, and a schedule for the seismic retrofit. Documentation shall be provided before award that demonstrates the seismic retrofit will meet the seismic standards and be completed within the time frame required.

PART 2

PREAWARD COMMITMENT TO CONSTRUCT A NEW BUILDING: **APPLICABLE**

Date: 2/14/14

This affirms that Aaron Reynolds will serve as the engineer in charge of the structural design of the building located at Sacramento Field Office. The criteria for design must be the 2013 edition of the California building code.

In accordance with the requirements of this code, we prepared a quality assurance plan that included requirements for testing and inspecting critical elements of the structure and also periodic observation by our staff. We reviewed special inspection and testing reports prepared by the inspection agency and contractor submittals. On the basis of this, and to the extent permitted by this level of construction surveillance, it is my opinion that the Building was designed and constructed in conformance with the requirements of the above code.

The building has the following characteristics:

Building Type:	Building Height:	Approx. Area:
Office = S-1; Annex = S-1 or S-2	Office = 42.5'; Annex = 20'	Office = 107,200; Annex = 19,800
Building Design Code:	**Year of Design Code:**	**Year of Construction:**
California Building Code	2013	2016

OFFEROR

(b) (6) [redacted]

NAME OF SIGNER

Aaron Reynolds

SEISMIC FORM D

OFFEROR'S REPRESENTATION OF EXEMPTION FROM SEISMIC STANDARDS

Date: 2/14/14

I represent that my building is exempt from the requirements of RP 8 because:

☐ The Building is located in an area of medium seismicity and the Building will have less than 10,000 ABOA SF of space leased to the Federal Government upon commencement of the lease term.

☐ The Building is located in an area of high to very high seismicity, and it is a one-story building with a steel light frame or wood construction with less than 3,000 ABOA SF of space in the building.

NOT APPLICABLE

OFFEROR

SIGNATURE	NAME OF SIGNER
(b) (6) [redacted]	Aaron Reynolds

SEISMIC FORM E

CERTIFICATE OF SEISMIC COMPLIANCE
RETROFITTED BUILDING

PRE-OCCUPANCY CERTIFICATE: NOT APPLICABLE (NEW CONSTRUCTION)

Date: 2/14/14

This affirms that _____ served as the engineer in charge of the structural retrofit of the building located at _____. The standard for design was the Basic Safety Objective as set forth in ASCE/SEI 41 Seismic Rehabilitation of Existing Buildings.

In accordance with this Standard, we prepared a quality assurance plan, which requires staff to observe, test, and inspect the seismic retrofit work. We have also reviewed special inspection and testing reports prepared by the inspection agency and contractor submittals. On the basis of this, and to the extent permitted by this level of construction surveillance, it is my opinion that building was designed and constructed to conform with the requirements of the Standard listed above.

The building has the following characteristics:

ASCE Building Type:	No. of Stories:	Approx. Area:
Building Design Code:	Year of Design Code:	Year of Construction:
Retrofit Design Standard:	Year of Retrofit Standard:	Year of Retrofit:

Documentation of this retrofit must be available to GSA.

On the basis of the above, it is my opinion that subject Building ___ does, ___ does not meet the Basic Safety Objective - Performance Level as set forth in ASCE/SEI 41, Seismic Rehabilitation of Existing Buildings.

Affix Stamp and Sign Here

Engineer's Name:
Firm:
Address:

Telephone:
License No.:
State:
Expiration Date:

SEISMIC FORM F

CERTIFICATE OF SEISMIC COMPLIANCE
NEW BUILDING

PRE-OCCUPANCY CERTIFICATE: APPLICABLE

Date: 2/14/14

This affirms that Aaron Reynolds served as the engineer in charge of the structural design of the building located at Sacramento Field Office. The criteria for design were the 2013 edition of the California Building code.

In accordance with the requirements, we prepared a quality assurance plan, which requires staff to observe, test, and inspect the structure's critical elements. We have also reviewed special inspection and testing reports prepared by the inspection agency and contractor submittals. On the basis of this, and to the extent permitted by this level of construction surveillance, it is my opinion that the building was designed and constructed to conform with the requirements of the code listed above.

The building has the following characteristics:

Building Type: Office = S-1; Annex = S-1 or S-2	Bldg. Height: Office = 42.5'; Annex = 20'	Approx. Area: Office = 107,200; Annex = 19,800
Building Design Code: California Building Code	Year of Design Code: 2013	Year of Construction: 2016

Affix stamp and sign here

Engineer's Name: Aaron Reynolds

Firm: KPFF Consulting Engineers

Address: 6080 Center Drive, Suite 300
Los Angeles, CA 90045

Telephone: 310-665-1536

License No.: S4338

State: CA

Expiration Date: 12/31/2015

(b) (6) [redacted]

Comments: This form is effective upon construction of the building. Anticipated completion of the construction of the building is 2016.

EXHIBIT T

AUTHORIZATION AND RELEASE TO OBTAIN PAST PERFORMANCE INFORMATION STATEMENT

The U.S. General Services Administration (GSA) is hereby granted permission to contact references and obtain information as it relates to Solicitation Number **GS-09P-LCA03197.** GSA also reserves the right to contact and obtain information from references not listed on our reference list. This reference list was submitted in our proposal dated 6/12/2014.

Offeror Name and Address

CW FBI Sacramento, LLC
929 W. Adams Street
Chicago, Illinois 60607

Bill Cunningham	Member	6/12/2014
Offeror's Printed Name	Title	Date

(b) (6)
[redacted]
Offeror's Signature

EXHIBIT C

GSA Directive

PBS 3490.1A Document security for sensitive but unclassified building information
Date: 06/01/2009
Status: Validated
Outdated on: 06/01/2019

GENERAL SERVICES ADMINISTRATION
Washington, DC 20405

PBS 3490.1A
June 1, 2009

GSA ORDER

SUBJECT: Document security for sensitive but unclassified building information

1. Purpose. This Order outlines the Public Buildings Service's (PBS's) policy on access to and generation, dissemination, storage, transfer, and
disposal of sensitive but unclassified (SBU) building information concerning space controlled by the General Services Administration (GSA), including owned, leased, or delegated Federal facilities. Examples of SBU building information are listed in Attachment 1. An important goal of GSA is the safety and security of the people and facilities under GSA's charge and control. This Order promulgates the PBS security procedures needed to reduce the risk that SBU building information will be used for dangerous or illegal purposes. This Order is not intended to limit the sharing of SBU building information among GSA associates with a need to know such information to perform their assigned duties.

2. Cancellation. PBS 3490.1, Document Security for Sensitive But Unclassified Paper and Electronic Building Information, issued March 8, 2002, is cancelled. PBS 3490.1 canceled PBS-IL-01-03, Dissemination of Sensitive But Unclassified Paper and Electronic Design and Construction Documents, issued July 30, 2001.

3. Objectives. PBS's policy on SBU building information has two principal objectives to reduce exposure to possible attacks or threats to GSA-controlled space:

a. To diminish the potential that sensitive information about a building will be available for use by a person or persons with an interest in causing harm to persons or property.

b. To respect GSA's legitimate business needs to allow access to this information to those authorized recipients who have a need to know such information.

4. History. The protection of Federal employees, the public, and its facilities has always been a priority for GSA. Since the Alfred P. Murrah Federal Building bombing in Oklahoma City, Oklahoma on April 19, 1995, GSA has made a concerted effort to prevent another such occurrence. This revision of GSA Order 3490.1 provides updated guidance to reflect changes issued by, among others, the National Institute of Standards and Technology (NIST) on information technology (IT) security and Federal acquisition policies. This revision also takes into consideration the White House's May 9, 2008, memorandum entitled "Designation and Sharing of Controlled Unclassified Information" (CUI). This memorandum adopted "Controlled Unclassified Information" as the single designation throughout the executive branch for all information within the scope of that definition, including SBU, and directed the National Archives and Records Administration (NARA) to implement by May 2013 a single set of policies and procedures governing the designation, marking, safeguarding, and dissemination of such information. NARA suggested that GSA continue its use of the SBU designation until NARA implements the CUI policies and procedures.

5. Definitions.

a. Sensitive But Unclassified (SBU) building information is contained in any document with information that is sufficiently sensitive to warrant some level of protection from disclosure but that does not warrant classification.

b. GSA-leased building information. GSA has determined that procedures for access to and generation, dissemination, storage,

transfer and disposal of SBU building information pertain to leased space in a facility that has been designated:

(1) Interagency Security Committee (ISC) Facility Security Level IV GSA-leased facilities, or

(2) ISC Facility Security Level III GSA-leased facilities with 100 percent Government occupancy, or

(3) Other GSA-leased facilities will be considered, when requested in writing by the certifying official of the customer agency, in accordance with the guidance in this Order.

6. Application. This Order applies to the generation, dissemination, storage, transfer and disposal of all SBU building information about GSA-controlled space and to procurements to obtain, alter, or manage GSA-controlled space, either Government owned or leased, including GSA space that is delegated to other Federal agencies. This Order applies to all PBS associates.

This Order does not apply to information classified for national security purposes, which must be handled according to Department of Defense (DOD) 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), available at http://www.dtic.mil/whs/directives/corres/html/522022m.htm; GSA Acquisition Manual (GSAM) 504.4, Safeguarding Classified Information Within Industry; and other appropriate national security directives. Procurement sensitive information must be handled in accordance with the Procurement Integrity Act, 41 U.S.C. 423, as implemented under Federal Acquisition Regulation (FAR) 3.104.

7. Related authorities. This Order supports the use of the Federal Technical Data Solution (FedTeDS) discussed in FAR 5.102(a)(4), Availability of Solicitations.

8. Responsibilities.

a. General. The principles governing the management of SBU building information are as follows:

- SBU building information must be disseminated only to authorized recipients who have a need to know such information.
- Adequate controls must be in place to monitor access to and dissemination of SBU building information.
- SBU building information must be safeguarded during use and destroyed properly after use.
- The more open the forum, the more generic or conceptual the information disseminated must be.

Disseminators of SBU building information are responsible for providing the first line of defense against misuse. This Order describes the effort generally required for adequate management of SBU building information. Disseminators of SBU building information must make every effort to comply with the principles above and all other requirements of this Order. In circumstances requiring adaptation of the other requirements of this Order, disseminators must apply the principles above and otherwise use good judgment, common sense and reasonableness.

b. PBS Regional Commissioners (RCs), or their delegated PBS associates (or in the case of delegated buildings, agency officials), are ultimately responsible for protecting SBU building information from unauthorized use. RCs must implement this Order within their regions in a uniform, consistent manner so that documents containing SBU building information are marked and handled appropriately.

c. PBS associates. PBS associates must disseminate SBU building information only after a proper review and the imprinting or affixing of a mark as required by this Order.
PBS associates are responsible for determining that the recipient of SBU building information is authorized to receive such information.

d. General Counsel. The Office of General Counsel (OGC) can provide legal advice concerning Freedom of Information Act (FOIA) requests pertaining to SBU building information and can provide counsel regarding the application of this Order.

e. The following officials must make their respective PBS associates aware of the requirements in this Order and require that their respective associates are trained in the proper application of this Order:

- Chief Architect, Office of the Chief Architect
- PBS RCs
- Assistant Commissioner for Design & Construction
- Assistant Commissioner for the Office of Real Estate Acquisition
- Assistant Commissioner for the Office of Facilities Management and Service Programs
- Deputy Assistant Commissioner, Vendor Alliance and Vendor Acquisition

f. PBS project team members are responsible for reviewing all documents containing building information (e.g., drawings, specifications, scopes of work), identifying and marking SBU building information, and including instructions in scopes of work

(SOW) for contractors to mark documents as SBU, if applicable.

(1) Marking information. Within any electronic or printed document, pages containing SBU building information must have the following mark imprinted or affixed:

SENSITIVE BUT UNCLASSIFIED (SBU)
PROPERTY OF THE UNITED STATES GOVERNMENT
FOR OFFICIAL USE ONLY
Do not remove this notice
Properly destroy or return documents when no longer needed

(2) The following mark must be affixed to the cover or first page of any document (such as the cover page on a set of construction drawings) containing pages marked as required by paragraph (1) above:

SENSITIVE BUT UNCLASSIFIED (SBU)
PROPERTY OF THE UNITED STATES GOVERNMENT
COPYING, DISSEMINATION, OR DISTRIBUTION OF THIS DOCUMENT TO UNAUTHORIZED RECIPIENTS IS PROHIBITED
Do not remove this notice
Properly destroy or return documents when no longer needed

(3) The previous two statements must be prominently labeled in bold type in a size appropriate for the document or portable electronic data storage device or both, if applicable. On a set of construction drawings, for example, the statements must be in a minimum of 14 point bold type or equivalent.
The SBU markings must be used regardless of the medium through which the information appears or is conveyed.

g. PBS contracting officers (COs), both realty and nonrealty, must insert the following contract clause This clause has been proposed for inclusion in GSAM Section 504. into (1) all solicitations containing SBU building information (including Solicitations for Offers (SFOs)); and (2) contracts and/or final leases that may contain, require access to, or cause the generation of SBU building information. Examples of such contracts are A-E design and construction contracts, and related professional service contracts such as construction manager as agent (CMa) and commissioning agent (CxA). When this clause is used, the CO must include instructions in the scope of work of the solicitation if contractors may be required to mark documents as SBU. COs must take appropriate action when they become aware that contractors have not fulfilled contractual obligations regarding the protection of SBU building information. Such action may include an investigation, referring the contractor for suspension or debarment proceedings, and/or terminating the contract for default. COs should document a contractor's failure to fulfill contractual obligations regarding the protection of SBU building information in performance assessment reports.

[Begin clause]

Safeguarding and Dissemination of Sensitive But Unclassified (SBU) Building Information

This clause applies to all recipients of SBU building information, including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers, and manufacturers.

(a) *Marking SBU.* Contractor-generated documents that contain building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the contracting officer may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

(b) *Authorized recipients.* Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, State, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU building information when

needed for the performance of official Federal, State, and local government functions, such as for code compliance reviews and for the issuance of building permits. Public safety entities such as fire and utility departments may require access to SBU building information on a need to know basis. This clause must not prevent or encumber the dissemination of SBU building information to public safety entities.

(c) *Dissemination of SBU building information:*

(1) *By electronic transmission.* Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm . All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the following URL: http://csrc.nist.gov/groups/STM/cmvp/validation.html#02. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU building information only to authorized representatives of State, Federal, and local government entities and firms currently registered as "active" in the Central Contractor Registration (CCR) database at www.ccr.gov that have a need to know such information. If a subcontractor is not registered in the CCR and has a need to possess SBU building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

(2) *By nonelectronic form or on portable electronic data storage devices.* Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Nonelectronic forms of SBU building information include paper documents.

(i) By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

(ii) In person. Contractors must provide SBU building information only to authorized representatives of State, Federal, and local government entities and firms currently registered as "active" in the CCR database that have a need to know such information.

(3) *Record keeping.* Contractors must maintain a list of the State, Federal, and local government entities and the firms to which SBU is disseminated under sections (c) (1) and (c) (2) of this clause. This list must include at a minimum (1) the name of the State, Federal, or local government entity or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU building information, with access strictly controlled and limited to those individuals having a need to know such information; (3) contact information for the named individual; and (4) a description of the SBU building information provided. Once work is completed, or for leased space with the submission of the "as built" drawings, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the contracting officer. For federal buildings, final payment may be withheld until the lists are received.

(d) *Retaining SBU documents.* SBU building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information. *[If returning SBU documents to the CO is not allowed on a particular contract, remove the italicized language below from the clause, and capitalize the 'If' at the beginning of the applicable sentence.]*

(e) *Destroying SBU building information.* SBU building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, *or returned to the contracting officer*, when no longer needed, in accordance with guidelines provided for media sanitization within Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization, available at http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-8_rev1.pdf. *If SBU building information is not returned to the contracting officer,* examples of acceptable destruction methods for SBU building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit wiping software or disk crushers.

(f) *Notice of disposal.* The contractor must notify the Contracting Officer that all SBU building

information has been destroyed, *or returned to the Contracting Officer*, by the contractor and its subcontractors or suppliers in accordance with section (e) of this clause, with the exception of the contractor's record copy. This notice must be submitted to the contracting officer at the completion of the contract in order to receive final payment. For leases, this notice must be submitted to the Contracting Officer at the completion of the lease term.

(g) *Incidents.* All improper disclosures of SBU building information must be immediately reported to the contracting officer at _____<insert address and contact information>____ . If the contract provides for progress payments, the contracting officer may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

(h) *Subcontracts.* The Contractor must insert the substance of this clause in all subcontracts.

[End of clause]

9. Limiting dissemination to authorized recipients. SBU building information must be disseminated only after it is determined that the recipient is authorized to receive it. The criterion to determine whether a recipient is authorized to receive SBU building information is "*need to know*."

a. Federal, State, and local government entities and utilities. GSA must provide SBU building information as needed for the performance of official Federal, State, and local government functions, such as for code compliance reviews and for the issuance of building permits. Public safety entities such as fire departments may require access to SBU building information on a need to know basis. This Order must not prevent or encumber the dissemination of SBU building information to public safety entities. Utility companies may require access to SBU building information for the performance of work on GSA-controlled space on a need to know basis.

b. Nongovernment entities. PBS disseminators are reminded of the FAR 5.102(a)(4) requirement to use the FedTeDS website for posting any solicitations containing SBU building information to monitor access and distribution if the action was synopsized through the Governmentwide Point of Entry or FedBizOpps (FBO). Unless the action is exempt under FAR 4.1102, all PBS disseminators are responsible for verifying that the recipient firm is currently registered as "active" in the CCR database before releasing any SBU building information to that nongovernment entity.

10. Electronic transmission of SBU building information. PBS associates, who electronically transmit SBU building information outside of the GSA firewall, must encrypt the data with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. PBS associates working within the GSA network, and transmitting to other GSA associates, may transmit SBU building information using standard operating procedures.("Within the GSA network" means inside the firewall, including Citrix and GSA VPNs.)

11. Dissemination of SBU building information in non-electronic form or on portable electronic data storage devices. Not applicable to any solicitation containing SBU building information that must be posted to FedTeDS if synopsized on FBO per FAR 5.102(a) (4). Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU building information include paper documents.

a. By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. In person. PBS associates must provide SBU building information only to authorized representatives of Federal, State, and local government entities and CCR-registered firms that have a need to know such information.

12. Retaining SBU building information. PBS associates must not take SBU building information outside of GSA facilities except as necessary for the performance of a GSA project. If a PBS associate takes SBU building information outside of a GSA facility, access to the information must be limited to those with a need to know. Such information must be returned to a GSA facility or destroyed when no longer needed for the performance of a GSA project. PBS associates must not retain SBU building information on computers or removable electronic media that are not owned by GSA.

13. Destroying SBU building information. Sanitization and disposal of SBU building information contained in GSA storage media and devices must be accomplished in accordance with CIO IT Security 06-32, Media Sanitization Guide, upon contract closeout or whenever the SBU information is no longer needed. GSA paper or hardcopy documents containing SBU building information must be properly destroyed or disposed of in recycling bins specifically designated for sensitive information.

14. Freedom of Information Act (FOIA) requests. SBU markings do not control the decision of whether to disclose or release the information to the public, such as in response to a FOIA request. Because of security concerns, SBU building information must not be

disclosed in accordance with a FOIA request without a thorough analysis of the security implications and any potentially applicable exemptions under the FOIA. Any determination to disclose SBU building information in accordance with a FOIA request must be made by the PBS ARA or the PBS Deputy Commissioner, after consultation with the servicing legal office.

15. Reporting incidents of concern.

a. Any offense that may have been committed against property owned or occupied by the Federal Government must be reported to the Department of Homeland Security (DHS) Federal Protective Service (FPS) at 877-4FPS-411 for investigation.

b. PBS associates must report to a PBS management official any known or suspected dissemination of SBU building information to unauthorized users. The PBS management official must immediately report the incident to the GSA OIG for investigation if warranted.

c. Any incident involving suspected computer or cyber security breach or attack, as defined by NIST Special Publication 800-61, Computer Security Incident Handling Guide, must be reported in accordance with GSA CIO P 2100.1, Information Technology (IT) Security Policy Order.

Anthony E. Costa
Acting Commissioner
Public Buildings Service

Attachment

Examples of Sensitive But Unclassified Building Information

The following are examples of SBU building information and non-sensitive information:

1. SBU building information. May be contained in any document (including drawings, specifications, virtual modeling, reports, studies, analyses) with information pertaining to:

a. Location and details of secure functions or space in a building.

Examples: Judges' parking, chambers, and libraries. Prisoner or judges' secure circulation paths or routes (both vertical and horizontal). Secure elevator locations. Detention or holding cells. Sally ports. Security areas. Child Care Centers. Major computer processing areas or other client-sensitive processing and communications areas (such as major photo or computer facilities).

b. Location and details of secure functions or secure space.

Examples: Heating, ventilation, air conditioning (HVAC). Information technology (IT) systems. Air intake vents. Water sources. Gas lines. Plumbing lines. Building automation systems. Power distribution systems. Telephone and cable distribution systems. Emergency generation equipment. Uninterrupted power sources (UPS). Security and fire alarm systems. Routes and annunciation panels.

c. Location and type of structural framing for the building, including any information regarding structural analysis.

Examples: Progressive collapse. Seismic. Building security. Blast mitigation. Counterterrorism methods taken to protect the occupants and the building.

d. Risk assessments and information regarding security systems or strategies of any kind.

Examples: Camera locations. Nonpublic security guard posts (i.e., number, location, operations).

2. Nonsensitive information. Any document (including drawings, specifications, virtual modeling, reports, studies, analyses) that does not contain information considered a security risk, or in which specific SBU building information, as identified above, has been redacted before release or presentation to the public, is not SBU. Examples include:

- Interior and exterior photographs limited to publicly accessible space or those that have been cleared for publication by GSA or

the agency responsible for the space.

- Models.
- Building elevations.
- Sketches, tentatives, renderings, conceptual and space-planning drawings, floor plans or layouts.
- Building footprint and massing plans.
- Building drawings with SBU information redacted or shown as generic space.

The recipient acknowledges the requirement to use reasonable care, as outlined above, to safeguard the documents and, if not awarded, the contract (and at the completion of any protest/appeal process) will make every reasonable and prudent effort to destroy or render useless all SBU information received during the solicitation.

I agree that I will abide by this agreement and will only disseminate Sensitive But Unclassified (SBU) building information to other authorized users under the conditions set forth above.

Signature: (b) (6) [redacted] Bill Cunningham

Title: Member

Phone: 310-765-0347 Address: 75 Malaga Cove Plaza, Suite #16 Rancho Palos Verdes, CA 90274

Email: bill@cunninghamdevco.com

Date: 2/21/2014

Please **Verify Your Company** is "Active" on the CCR database
Website: http://www.bpn.gov/ccr/
"Active" Yes Yes or No

DUNS number: http://www.dnb.com
DUNS number: To Be Applied For

(b) (4) - EXHIBIT V - GSA FORM 1364C - 6 PAGES

(b) (4) - EXHIBIT W - PROJECT SCHEDULE - 1 PAGE

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI Northwest Corner of Blue Oaks Blvd & Washington Blvd. Roseville, CA	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Paragraph 7.03, 7.04 and 7.05 is hereby added to the Lease:

7.03 This is a turnkey lease and all associated Tenant Improvement requirements identified in the lease and all associated costs are included in the rental rate. Rental rates are as identified in Lease Paragraph 1.03.

7.04 Incremental Tenant Improvement pricing for initial Tenant Improvements are not required.

7.05 A credit of $250,000.00 is provided by the Lessor. These funds will be used for change orders requested for the government at their sole discretion. However, if not requested for such change orders by occupancy, then such credit will remain until all funds are used by the Government. The Lessor and the Government will track the funds used and remaining credits via a Supplemental Lease Agreement.

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE L[redacted] (b) (6)

Signature:
Name: WILLIAM L. CUNNINGHAM - CORSO
Title: President, Cunningham Development Company,
Entity Name: manager, CWFBI Sacramento Inc. LLC.
Date: 8/19/2014

FOR THE[redacted] (b) (6)

Signature
Name: DEBORAH D. URBOWSKI
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 8.19.14

WITNESSED FOR THE LESSOR BY:

Signature: [redacted] (b) (6)
Name: DONALD WETZEL
Title: PROJECT MANAGER
Date: 8/19/2014

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI Northwest Corner of Blue Oaks Blvd & Washington Blvd. Roseville, CA	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

GSA Form 1217 Lessors Annual Cost Statement, Exhibit Q is hereby removed from the lease as an exhibit.
GSA Form 1364C, Exhibit V is hereby removed from the lease as an exhibit.
GSA Form 3518 Representation and Certifications is replaced as attached to Lease Amendment No.2

Paragraph 4.06 A, C, H, I Green Lease Submittals is hereby modified as follows:

> 4.06.A 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 with in the lease Space. This information must be submitted within 6 months after final tenant improvements have been approved by the City of Roseville.

This Lease Amendment contains 2 page.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6) [redacted]

Signature:
Name: William L. Cunningham-Corso
Title: President, Cunningham Development Co. Inc.,
Entity Name: Manager CW FBI Sacramento, LLC.
Date: 11-6-2014

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: Donald C. Thomas
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 11/10/2014

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Signature:
Name: Mary Gordon
Title: HR Admin
Date: 11/6/14

4.06.C This subparagraph is hereby deleted.

4.06.H A signed statement from the Lessor for the leased space explaining how all HVAC systems serving the leased space will achieve the desired ventilation of the space during the flush-out period called for in the lease is required 6 months after construction drawings have been approved by the City of Roseville.

4.06.I A written commissioning plan submitted to the LCO six months prior to space acceptance that includes:

1. A schedule of systems commissioning and
2. A description of how commissioning requirements will be met and confirmed.

Paragraph 7.05 is hereby deleted and replaced with the following:

7.05 A credit of $250,000.00 is provided by the Lessor. These funds will be used for change orders requested for the government at their sole discretion. Any funds not used by 6 months past the date of substantial completion will be returned to the government in the form of a rental reduction.

Paragraph 7.06, 7.07 and 7.08 is hereby added to the Lease:

7.06 Pursuant to Paragraph 2.07 and GSA Form 1217, as provided as part of the final proposal revision, $[redacted] (b) (4) is here by established as the base rate for Real Estate Tax Adjustments.

7.07 Pursuant to GSA Form 1364C, as provided as part of the final proposal revision, the Government agrees to take occupancy of the building earlier than the proposed occupancy date, provided that the building has achieved its certificate of occupancy and the conditions of the RLP and POR have been met. This shall only be applicable if, in the determination of the contracting officer, this is in the best interest of the government.

7.08 Pursuant to GSA Form 1364C, as provided as part of the final proposal revision, the Government agrees to pay lessor a Project Management Fee in the amount of [redacted] (b) (4)% for change orders and work performed. The first $[redacted] (b) (4) shall be excluded from this fee. The Lessor reserves the right to charge additional fees including but not limited to general contractor fees, general condition fees, architectural fees and additional lessor overhead for any work performed during any renewal or extension following the initial 20 year firm term.

-Remainder of page intentionally left blank-

INITIALS: _____ LESSOR & _____ GOV'T

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI Northwest Corner of Blue Oaks Blvd & Washington Blvd. Roseville, CA	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Pursuant to POR FBI Field Office Facility (Version 13.1.B.1) paragraph 4.3 FURNITURE paragraph 7.09 is added:

7.09 The following two phase process shall be taken by the Lessor in order to develop the detailed furniture proposals and furniture purchase required by POR Paragraph 4.3.

Phase One: Phase One shall begin effective upon execution of Lease Amendment No. 3. Lump sum payment for Phase One in the amount of **$210,000** will be paid upon submission of a complete invoice upon space acceptance.

Programing and Design shall be completed no later than **April 30, 2015**. Design &Documentation will be submitted to the Government for review upon 35%, 65% and 95% completion for review. The Government will be given 17 days (including 2 days for mailing) for review and comments. Should the review process be delayed by the Government, a day by day delay will be granted for the occupancy date.

This Lease Amendment contains 3 page.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6) [redacted]

Signature:
Name: WILLIAM L. CUNNINGHAM-CORSO, PRES.
Title: CUNNINGHAM Development Company, Inc. Manager
Entity Name: CW FBI SACRAMENTO, LLC.
Date: 12-10-2014

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: Donald C. Thomas
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 12/10/2014

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Signature:
Name: MIKE CUNNINGHAM, VP.
Title: CUNNINGHAM DEV. CO. INC., MANAGER, CW FBI SACRAMENTO LLC
Date: 12-10-2014

A. Programming Phase Services

1. Consult with representatives of the Government to review the applicable requirements of the Project.
2. Review information furnished by the Government's designated representative to aid in understanding the furniture, furnishings and equipment requirements.
3. Review personal space standards established by the Government and shall take into consideration the design and layout of furniture system workstation environments.
4. Develop a general understand of equipment requirements, including data, telecommunications, and reproduction equipment related to furniture, furnishings and equipment.

B. Design & Documentation Phase Services

1. Based on the Government approved Program (RDM) and the Design Intent Drawings, shall prepare the design concept for the furniture, furnishing and equipment of the Project, indicating the types and quality.
2. Review with the Government methods for procurement of the furniture, furnishing and equipment including establishing a list of proposed vendors for furniture.
3. Review product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the project, including specially designed items or elements, to indicate finished appearance and functional operations.
4. Illustrate the design character of the furniture selections. Such illustrations may include drawings, plans, elevations, photographs, and samples of actual materials, colors and finished.
5. Review product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finish appearance and functional operation.
6. Prepare Drawings, Specifications and other documents required to describe the requirements for the fabrication, procurement, shipment, delivery and installation of furniture, furnishing and equipment for the Projects.

Quotation process shall be completed no later than **October 15, 2015**.

C. Quotation Phase Services

1. Prepare necessary Quotation Documents.
2. Obtain quotation for furniture.
3. Prepare written responses to questions from vendors and provide written clarifications and interpretations of the Quotation Document
4. Review of quotations including conformance with design concepts expressed in the Design and Documentation Phase documents.
5. Provide final quotations to the Government for approval and a fair and reasonable determination from the Lease Contracting Officer.

This will complete the first phase and will result in a complete furniture design package and final quotations ready for Government approval.

Phase Two: No later than **November 1, 2015** the Government shall inform the Lessor as to the method of procurement for the furniture, a fair and reasonable price determination, and provide the required documents and notice to proceed. Should the notice to proceed be delayed by the Government, a day by day delay will be granted for the occupancy date.

D. Furniture Contract Administration Phase Services

1. Issue contracts to acceptable contractors to provide for furniture, furnishings and equipment as set forth in the complete furniture design package and fair and reasonable costs as provided in the Quotation Phase.

INITIALS: _____ & _____
LESSOR GOV'T

2. Coordinate schedules for fabrication, delivery and installation of the work, but will not be responsible for the failure of a vendor to meet schedules for completion or to perform its respective duties and responsibilities in conformance with such schedules.
3. Receive, inspect and accept or reject furniture, furnishings, and equipment at the time of their delivery to the premises and installation unless otherwise agreed.
4. Review final placement and inspect for damage, quality, assembly and function in order to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents.

This will complete the second phase and will result in a complete purchase and installation of all required furniture, furnishings and equipment required by contract.

-Remainder of page intentionally left blank-

INITIALS: _____ & _____
LESSOR GOV'T

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI Northwest Corner of Blue Oaks Blvd & Washington Blvd. Roseville, CA	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Paragraph 4.3.B and 4.3.G of Exhibit D, Program of Requirements is hereby modified as follows:

4.3.B The Lessor will submit for the Government's approval a list of acceptable furniture vendors and product lines after lease award. The Lessor shall select approved manufacturer's that are technically acceptable and meet the criteria of pre-negotiated government pricing (Federal Supply Schedule pricing), for products to the extent possible. Any Lessor selected acceptable furniture vendor who does not meet these two criteria shall be noted, reviewed with the Government, and mutually agreed to.

4.3.G The Government shall be allowed to review the price for approval prior to final procurement.

Paragraph 7.10 is added to the lease:

7.10. A list of acceptable furniture vendors and products lines is attached as Exhibit A to Lease Amendment 4 and is hereby approved by the Government as is required by Paragraph 4.3.B above.

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6) [redacted]

Signature:
Name: William L. Cunningham - Co-CEO
Title: President, Cunningham Development, Manager
Entity Name: CW FBI Sacramento, LLC
Date: 2/10/15

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: Donald C. Thomas
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 2/10/15

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Signature:
Name: Mike Cunningham
Title: Vice President Cunningham Development Co, Manager CW FBI Sacramento LLC
Date: 2-10-15

GSA SACRAMENTO

26 JANUARY 2015
LOHAN ANDERSON

FFE VENDOR/ PRODUCT LISTING

A AREA/PRODUCT CATEGORY	B COMPONENT	C PRODUCT/ SERIES	D FINISH GRADE LEVELS	E VENDOR CONTACT INFO	F DEALER CONTACT INFO	G REMARKS
KIMBALL						
OPEN WORKSTATION BENCHING	(b) (5), (b) (7) (a)(e)(f) [redacted]			CAROL DEJONG (GOVERNMENT SALES MANAGER) @206-553-9466	RDI (RESOURCE AND DESIGN), BLAKE BROTHERSON @408-780-5470	(b) (5), (b) (7) (a)(e)(f) [redacted]
PRIVATE OFFICES (NON EXECUTIVE)						
CONFERENCE ROOM CASEGOODS						
TRAINING, MEETING ROOMS						
HOTELLING						
OPERATIONS CENTER 7.9A						
COUNSELING/ CHAPLAIN'S OFFICE						
TEKNION						
EXECUTIVE OR GOLD COAST AREA				JIM CHRISTIE (TEKNION MID-ATLANTIC) @ 301-367-7980, BILL RICHARDS (TEKNION SR. GOVERNMENT REGIONAL MGR.) @ 202-246-8582	OM WORKSPACE, GAIL CLANCY @410-903-1091	

A AREA/PRODUCT CATEGORY	B COMPONENT	C PRODUCT/ SERIES	D FINISH GRADE LEVELS	E VENDOR CONTACT INFO	F DEALER CONTACT INFO	G REMARKS
WRIGHT LINE						

Exhibit A to
Lease Amendment # 4
Page 1 of 3

INITIALS

GOV'T	LESSOR
AT	J

(b) (5), (b) (7) (a)(e)(f)

VARIOUS AREAS	[redacted]	TBD	MELINDA MAXWELL @330-242-6393	WRIGHT LINE SOLD DIRECT, NO DEALER. WRIGHT LINE HAS THEIR OWN INSTALLERS.	
SPACESAVER					
VARIOUS AREAS	[redacted]	ANY STANDARD PAINT FINISH	GARY LOWERY (SALES MANAGER) @ 720-862-9056	BRADFORD SYSTEMS, MIKE DAWSON @847-980-7925	
VARIOUS AREAS	[redacted]	ANY STANDARD PAINT FINISH			
VARIOUS AREAS	[redacted]	ANY STANDARD PAINT FINISH			
VARIOUS AREAS	[redacted]	ANY STANDARD PAINT FINISH			
FBIRA ROOM	[redacted]	TBD			
LIFE FITNESS					
FITNESS ROOM	[redacted]	TBD	PAT O'DELL (DIRECTOR OF GOVERNMENT SALES) @ 301-862-5363; LAWRENCE EVE (ACCOUNT EXECUTIVE, WEST COAST) @ 847-849-3194	FITNESS EQUIPMENT SOLD DIRECT , NO DEALER. LIFE FITNESS HAS THEIR OWN INSTALLERS.	
VENDOR TBD					
VARIOUS AREAS	[redacted]	TBD	TBD	TBD	(b) (5), (b) (7) (a)(e)(f) [redacted]
MEDICAL	[redacted]	TBD	TBD	TBD	
SQUAD AREAS	[redacted]	TBD	TBD	TBD	
FBIRA ROOM, DUPLICATING ROOMS	[redacted]	TBD	TBD	TBD	
DUPLICATING ROOMS	[redacted]	TBD	TBD	TBD	
MAIL DISTRIBUTION ROOM	[redacted]	TBD	TBD	TBD	
UNICOR (TO BE PROVID					
BY GOVERNMENT	[redacted]			NA	

INITIALS

GOV'T	LESSOR

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI Northwest Corner of Blue Oaks Blvd & Washington Blvd. Roseville, CA	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Pursuant to Paragraph 2.11 and as a result of the Lessor providing to the Contracting Officer on this date, evidence of funds sufficient to complete the construction of this project, the Contracting Officer hereby declares the expiration of the required Letter of Credit and it shall be returned to Lessor herewith".

Exhibit F Sacramento Room Data Matrix is here by deleted and replaced with Exhibit F Sacramento Room Data Matrix Attached.

Pursuant to Paragraph 4.02 DESIGN INTENT DRAWINGS (DID), POR FBI Field Office Facility (Version 13.1.B.1) paragraph 3.3.D DESIGN INTENT DRAWINGS (DID): POST AWARD and Exhibit F to GS-09P-LCA03197, Sacramento Room Data Matrix, the attached Design Intent Drawing dated and signed by the Lessor and the GSA LCO represents the agreed upon 100% DID for the FBI Sacramento Field Office (Exhibit A to LA 5 attached).

It is understood that any requirements in the attached DID or the attached Exhibit F to GS-09P-LCA03197, Sacramento Room Data Matrix that differs from the original Lease, will be identified by the Lessor. In such case, and where necessary a Change

This Lease Amendment contains 2 page.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6) [redacted]

Signature:
Name: William L. Cunningham - Coeso
Title: President, Cunningham Development Co. Inc. Mgr
Entity Name: CW FBI Sacramento, LLC
Date: 2/10/15

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: Donald C. Thomas
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 2/10/15

WITNESSED FOR (b) (6) [redacted]

Signature:
Name: Cynthia Schneider
Title:
Date: 2/10/15

Order request for additional funding and/or additional delivery time will be provided by the Lessor and given full consideration by the LCO for approval. Lessor shall have no obligation to pay for or deliver any requirements above the original lease and POR that are contained within the approved and attached DID's and Room Data Matrix, however, such deviations are Lessors obligation to identify.

Notice to Proceed is hereby given to the Lessor to begin construction of the facility using the approved 100% DID.

-Remainder of page intentionally left blank-

INITIALS: _____ LESSOR & _____ GOV'T

(b) (5), (b) (7) (a)(e)(f) - LEASE AMENDMENT NO. 5 - EXHIBIT A - DIDs - 20 PAGES

(b) (5), (b) (7) (a)(e)(f) - LEASE AMENDMENT NO. 5 - EXHIBIT F - ROOM DATA MATRIX - 14 PAGES

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 6 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI Northwest Corner of Blue Oaks Blvd & Washington Blvd. Roseville, CA	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Pursuant to the General Clause Paragraph 30, Changes, the following change orders are approved and a notice to proceed is hereby given to the Lessor. The Lessor reserved the right to present, at a later date, an increase in operating expenses relative to any change order and full consideration will be given by the LCO.

Change Order # 5002 – (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order # 5005 – (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order # 5010 – (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order # 5011 – (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE L (b) (6) [redacted]

Signature: [redacted]
Name: William L. Cunningham - CEO
Title: President, Cunningham Development Co. Inc,
Entity Name: Mgr, CW FBI Sacramento, LLC
Date: 5/12/15

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature: [redacted]
Name: Donald C. Thomas
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 5/12/15

WITNESSED (b) (6) [redacted]

Signature:
Name: Cynthia Schneider
Title:
Date: 5/12/15

Change Order # 5015 – (b) (4), (b) (5), (b) (7) (a)(e)(f)

Change Order # 5018 –

Change Order # 5020 –

Change Order # 5030 –

Change Order # 5037 –

-Remainder of page intentionally left blank-

INITIALS: _____ LESSOR & _____ GOV'T

(b) (4), (b) (5), (b) (7) (a)(e)(f) - LEASE AMENDMENT NO. 6 - EXHIBIT A - CHANGE ORDER ESTIMATE - 1 PAGE

(b) (5), (b) (7) (a)(e)(f) - LEASE AMENDMENT NO. 6 - EXHIBIT A - PLAN/DRAWING - 1 PAGE

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 7 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI Northwest Corner of Blue Oaks Blvd & Washington Blvd. Roseville, CA	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Paragraph 1.18 OCCUPANCY DATE is deleted in its entirety and substituted therefor:

1.18 Occupancy Date

The entire facility must be completed and ready for occupancy by **August 18, 2016**.

Paragraph 7.09, as shown on Lease Amendment No. 3 of the lease is hereby deleted in its entirety and substituted therefor:

7.09 The following three phase process shall be undertaken by the Lessor in order to develop the detailed furniture proposals and to purchase furniture required by POR Paragraph 4.3. Specifically, the Lessor shall provide the following furniture products: benching style workstations, private office furniture, conference room furniture, gym equipment, technical workbenches, industrial shelving units, high density and rotary files, senior executive level task chairs and guest seating, all ancillary file,

This Lease Amendment contains 5 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6) [redacted]

Signature:
Name: William L. Cunningham - Cossa, Pres.
Title: Cunningham Development Company, Inc. Mgr
Entity Name: CW FBI Sacramento, LLC
Date: 2-9-2016

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: Johnson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 2/11/16

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Signature:
Name: Mike Cunningham
Title: VP Cunningham Development Co, Inc
Date: 2-9-2016

storage and/or combination file and storage cabinets, break room tables. (All general task chairs, guest chairs, side chairs and/or break room chairs will be provided and procured separately by the Government.)

It is the Government's responsibility to evaluate what their storage needs are as well as ascertain what is to be re-used furniture and equipment and to provide that information to the Lessor. Included in this information shall be dimensional requirements and other power, plumbing and telephone and/or data needs for new and existing furniture. The Government shall provide information for all existing furniture to be re-used. In addition, the Government shall be responsible for determining what storage systems they need to relocate from their existing facility to the new facility and what storage systems they need to dispose of. A separate charge shall be paid by the Government for any removal or relocation of said items once they have been placed into the new facility.

Phase One: Programming and Design

Phase One, Programing and Design, began on Dec 10, 2014 and shall be completed no later than **October 1, 2015**. Lump sum payment for Phase One in the amount of **$210,000** will be paid upon submission of a complete invoice upon completion of Phase One.

Upon completion Of Phase One, the Lessor shall submit for Lump Sum payment an original and one copy of the invoice. The Original Invoice, in the amount not to exceed $210,000.00 shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov.

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at:

GSA, Real Estate Division
Attention: Eric Johnson
50 United Nation Plaza
2nd Floor, Suite 2265
San Francisco, CA 94102

A proper invoice must include the following:

-Invoice date
-Name of the Lessor as shown on the Lease
-Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

Progress furniture drawings shall be distributed to the Government during Phase 1.A & 1.B for review and approval. The Government will be given 17 days (including 2 days for mailing) for review and comments. Should the review process be delayed by the Government, space acceptance and commencement of rent will not be delayed or withheld nor will Paragraph 4.14 Liquidated Damages be levied due to a delay in furniture installation.

A. Programming Phase Services

1. Consult with representatives of the Government to review the applicable requirements of the Project.
2. Review information furnished by the Government's designated representative to aid in understanding the furniture, furnishings and equipment requirements.
3. Review personal space standards established by the Government and shall take into consideration the design and layout of furniture system workstation environments
4. Develop a general understanding of equipment requirements, including data, telecommunications, and reproduction equipment related to furniture, furnishings and equipment

INITIALS: _____ LESSOR & _____ GOV'T

B. Design & Documentation Phase Services

1. Based on the Government approved Program (RDM) and the Design Intent Drawings, prepare the design concept for the furniture, furnishing and equipment of the Project, indicating the types and quality.
2. Review with the Government methods for procurement of the furniture, furnishings and equipment including establishing a list of proposed vendors for furniture.
3. Review product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the project, including specially designed items or elements, to indicate finished appearance and functional operations.
4. Illustrate the design character of the furniture selections. Such illustrations may include drawings, plans, elevations, photographs, and samples of actual materials, colors and finishes.
5. Review product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finish appearance and functional operation.
6. Prepare Drawings, Specifications and other documents required to describe the requirements for the fabrication, procurement, shipment, delivery and installation of furniture, furnishing and equipment for the Projects.
7. Provide the necessary number of furniture mock-ups from approved vendors for the Governments inspection/review.

Phase Two, Quotation Phase:

C. Quotation Phase Services

1. Prepare necessary Quotation Documents.
2. Obtain quotation for furniture.
3. Prepare written responses to questions from vendors and provide written clarifications and interpretations of the Quotation Document
4. Review of quotations including conformance with design concepts expressed in the Design and Documentation Phase documents.
5. Provide final quotations to the Government for approval and a fair and reasonable determination from the Lease Contracting Officer.
6. Provide an electrical and data connection study by an electrical engineer to determine any electrical or data connections required for the furniture not included in the 100% construction drawings.

The Lessor's general contractor shall be entitled to a (b) (4) [redacted] on all work related to the (b) (4) [redacted]

At the conclusion of Phase Two, final furniture quotations shall be distributed to the Government for review and approval before the start of Phase 2.

This will complete the first and second phase and will result in a complete furniture design package and final best value quotations ready for Government approval no later than **October 2, 2015**.

Should any action by the Government cause a delay in design or furniture quotations, space acceptance and commencement of rent will not be delayed or withheld nor will Paragraph 4.14 Liquidated Damages be levied due to a delay in furniture installation.

Phase Three: Purchase and Installation

No later than **November 2, 2015** the Government shall provide a fair and reasonable price determination, and notice to proceed.

Should the notice to proceed be delayed by the Government, space acceptance and commencement of rent will not be delayed or withheld nor will Paragraph 4.14 Liquidated Damages be levied due to a delay in furniture installation.

INITIALS: _____ LESSOR & _____ GOV'T

Should local jurisdiction require changes to any furniture placement due to fire codes or other code issues which delay space acceptance, Paragraph 4.14 Liquidated Damages will not be levied due to a delay in receipt of a final Certificate of Occupancy.

The Lessor shall use a furniture installation contractor licensed in the State of California. In addition, the furniture contractor must agree to the Collective Bargaining Agreements of the General Contractor.

Lump sum payment will be made for any down-payment or pre-payment for the furniture order upon submissions of a complete invoice from the Lessor.

D. Furniture Contract Administration Phase Services

1. Issue contracts to acceptable contractors to provide for furniture, furnishings and equipment as set forth in the complete furniture design package and fair and reasonable costs as provided in the Quotation Phase.
2. Coordinate schedules for fabrication, delivery and installation of the work, but will not be responsible for the failure of a vendor to meet schedules for completion or to perform its respective duties and responsibilities in conformance with such schedules.
3. Receive, inspect and accept or reject furniture, furnishings, and equipment at the time of their delivery to the premises and installation unless otherwise agreed.
4. Review final placement and inspect for damage, quality, assembly and function in order to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents.

This will complete the third phase and will result in a complete purchase and installation of all required furniture, furnishings and equipment required by contract.

Lump sum payment will be made upon submission of a complete invoice from the Lessor and completion of all conditions listed in General Clause 4.11 of the Lease.

The Lessor shall warrant the furniture against all defects in material, workmanship and installation for one year and shall assign the warranties to the Government after the one year period. Proof of warranty shall be turned over to the Government as a condition for closeout of the furniture change order. The Government shall be responsible for any additional warranty issues one year after space acceptance. Upon inspection and acceptance of the furniture by the Government, the Government shall accept ownership of the furniture. The Government shall be responsible for all maintenance or repair of the furniture not covered under the manufactures warrantee.

Pursuant to Paragraph POR 7.9 CABLING PROCUREMENT AND INSTALLATION the following is added:

The Government will be responsible for the preparation of all cabling drawings and bid packages including any required changes. The Government will be responsible for the accuracy of the drawings and bid package information.

No later than **August 14, 2015** the Government's will issue the final cabling design and bid package. Should the final cabling design and bid package be delayed by the Government, space acceptance and commencement of rent will not be delayed or withheld nor will Paragraph 4.14 Liquidated Damages be levied due to a delay in cabling installation.

Upon receiving the Government's final cabling design and bid package, the Lessor shall commence with a design coordination phase. The plans will be coordinated with the governments approved installers for feedback and design coordination. This will result in a detailed design, installation and bidding information package for the Lessor's use in bidding and installation of the cabling. The Lessor shall be responsible for any permitting required by local jurisdiction.

The Lessor's general contractor shall be entitled to a (b) (4) [redacted] on all work related to the (b) (4) [redacted]
(b) (4) [redacted]

No later than **October 2, 2015**, final best value cabling quotations shall be distributed to the Government for review and approval.

No later than **November 2, 2015** the Government shall provide a fair and reasonable price determination, and notice to proceed. Should the notice to proceed be delayed by the Government, space acceptance and commencement of rent will not be delayed or withheld nor will Paragraph 4.14 Liquidated Damages be levied due to a delay in cabling installation.

INITIALS: _____ LESSOR & _____ GOV'T

The Lessor shall use a government approved cable installer, licensed in the State of California. In addition the cable contractor must agree to the Collective Bargaining Agreements of the General Contractor.

Lump sum payment will be made upon submission of a complete invoice upon space acceptance.
Paragraph 7.11 is hereby added:

7.11 Furniture and Cabling work general conditions and consultant.

A. The Lessor's general contractor shall provide all general conditions to procure, install and manage the installation of the Government's furniture and cabling requirement. Attached as Exhibit A to Lease Amendment 7 is a breakdown of the general conditions. Lump sum payment for general conditions in the amount of **$500,000.00** will be paid to the Lessor upon submission of a complete invoice upon space acceptance.

B. The Lessor's general contractor shall provide the services of a consultant familiar with all aspects of the Government cabling and furniture design and installation details. The consultant will be approved by the Government. Lump sum payment for the consultant in the amount of **$75,000.00** will be paid to the Lessor upon submission of a complete invoice.

Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment an original and one copy of the invoice. The Original Invoice, in the amount not to exceed $75,000.00 shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov.

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at:
GSA, Real Estate Division
Attention: Eric Johnson
50 United Nation Plaza
2nd Floor, Suite 2265
San Francisco, CA 94102

A proper invoice must include the following:
- -Invoice date
- -Name of the Lessor as shown on the Lease
- -Lease contract number, building address, and a description, price and quantity of the items delivered
- - Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

End of Lease Amendment

-Remainder of page intentionally left blank-

INITIALS: _____ LESSOR & _____ GOV'T

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 8 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI Northwest Corner of Blue Oaks Blvd & Washington Blvd. Roseville, CA	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Pursuant to Lease Amendment 7 for Lease GS-09P-LCA03197 the FURNITURE DESIGN INTENT DRAWINGS (DID), dated and signed by the Lessor and the GSA LCO represents the agreed upon 100% FURNITURE DID for the FBI Sacramento Field Office (Exhibit A to LA 8 attached – 7 pages).

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6) [redacted]

Signature:
Name: William L. Cunningham - Gaso
Title: President
Entity Name: Cunningham Development Company, Inc. Manager CW FBI Sacramento, LLC
Date: 7.30.2015

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: Donald C. Thomas
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 7/30/15

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Signature:
Name: Meagan M. Stefani
Title: Contracting Officer
Date: 07/30/15

ARCHITECTURE
PLANNING
INTERIORS

LOHAN ANDERSON

DRAWING INDEX

FINAL DRAWING LIST

FFE Package FFE Plan Updates

Also refered to as the

"Design Intent Drawings for Furniture Fixtures & Equipment Drawings"

Dated 07/07/2015

PROJECT: FBI Sacramento Field Office, Roseville, California

F-101	GROUND FLOOR FURNITURE PLAN
F-101A	GROUND FLOOR ANNEX & LINK FURNITURE PLAN
F-102	SECOND FLOOR FURNITURE PLAN
F-103	THIRD FLOOR FURNITURE PLAN
F-104	VSF FURNITURE PLAN
F-105	EXISTING TO BE REUSED FURNITURE & EQUIPMENT LIST

Approved by FBI Headquarters

Name Robert Manns

Signatur (b) (6) [redacted]

Date 7/15/15

Approved by FBI Field Office

Name Robert Pearson

Signature (b) (6) [redacted]

Date 7/15/15

GS-09P-LCA03197
Lease Award 8
Page 1

INITIALS

GOV'T	LESSOR
ACT	

(b) (5), (b) (7) (a)(e)(f) - LEASE AMENDMENT NO. 8 - EXHIBIT A - DIDs - 6 PAGES

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 9 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI Northwest Corner of Blue Oaks Blvd & Washington Blvd. Roseville, CA	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Pursuant to the General Clause Paragraph 30, Changes, the following change orders are approved and a notice to proceed is hereby given to the Lessor. The Lessor reserved the right to present, at a later date, an increase in operating expenses relative to any change order and full consideration will be given by the LCO.

Change Order # 5006 – (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order # 5008 – [redacted]

Change Order # 5014 – [redacted]

Change Order # 5016 – [redacted]

Change Order # 5017 – [redacted]

This Lease Amendment contains 14 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR T(b) (6) [redacted]

Signatu[redacted]
Name: William L. Cunningham - Loss
Title: President
Entity Name: Cunningham Development Company, Inc., Manager
Date:
CW FBI Sacramento, LLC.

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: Donald C. Thomas
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 7/30/15

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Signature:
Name: Megan M. Stefani
Title: Contracting Officer
Date: 07/30/15

(b) (4), (b) (5), (b) (7) (a)(e)(f)

Change Order # 5021 [redacted]

Change Order # 5033 [redacted]

Change Order # 5036 [redacted]

Pursuant to POR paragraph 11.2 RATIO BASED REQUIREMETS, ARCHITECTUAL, the Wall Type reconciliation is hereby agreed to and confirmed by the 95% construction drawings. Notice to proceed is hereby given to the Lessor. The Government acknowledges that $66,000.00 is owed the Lessor in lump sum upon receipt of a correct invoice at space acceptance.

-Remainder of page intentionally left blank-

INITIALS: _____ & _____
LESSOR GOV'T

GENERAL SERVICES ADMIN RATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDME No. 10 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI Northwest Corner of Blue Oaks Blvd & Washington Blvd. Roseville, CA	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

ADDRESS OF PREMISES IS HEREBY CHANGED TO:

SACRAMENTO FBI
2001 Freedom Way
Roseville, CA 95678

Paragraph **1.03 A. RENT AND OTHER CONSIDERATION** is hereby deleted in its entirety and substituted therefore:

1.03 A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date

FOR THE LESSOR:

(b) (6) [redacted]

Signature
Name: Mike Cunningham
Title: VP, Cunningham Dev. Co, Mgr
Entity Name: CW FBI Sacramento, LLC
Date: 8-16-15

FOR THE G (b) (6) [redacted]

Signature:
Name: Joel Gome
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 8/25/15

WITNESSED FOR THE LESSOR BY: (b) (6) [redacted]

Signature:
Name: ASSAL YAVARI
Title: Sr. Mgr Facilities + Operations @ Gilead Sciences
Date: 8/16/15

	FIRM TERM ANNUAL RENT	ANNUAL RATE/RSF
Shell Rent	(b) (4) [redacted]	
Tenant Improvements Rent		
Operating Costs		
Building Specific Security		
TOTAL ANNUAL RENT	**$5,042,152.34**	**$42.21706**

Paragraph 7.11 is hereby added to the Lease:

7.11 The following will be provided by the Lessor:

A. Provide parking canopy structures to the west of the main office building. Parking canopies shall match those originally provided by the Lessor. (Change Order 5009)
B. (b) (5), (b) (7) (a)(e)(f) [redacted] (Change Order 5012)
C. (b) (5), (b) (7) (a)(e)(f) [redacted] Change Order 5013)

-Remainder of page intentionally left blank-

INITIALS: _____ LESSOR & _____ GOV'T

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 11 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Pursuant to the General Clause Paragraph 30, Changes, the following change orders are approved and a notice to proceed is hereby given to the Lessor. The Lessor reserved the right to present, at a later date, an increase in operating expenses relative to any change order and full consideration will be given by the LCO.

Change Order # 5019 – (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order # 5034 –

Change Order # 5043 –

Change Order # 5044 –

Change Order # 5046 –

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6) [redacted]
Name: William L. Cunningham-Corso
Title: President, Cunningham Development Co. Inc Manager
Entity Name: CW FBI Sacramento, LLC.
Date: 11.3.2015

FOR THE GOVERNMENT:

Signature: (b) (6) [redacted]
Name: Eric Johnson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 11/3/15

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6) [redacted]
Name: Mike Cunningham
Title: VP Cunningham Dev. Co
Date: 11.3.15

Change Order # 5048 – (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Pursuant to POR paragraph 11.3 RATIO BASED REQUIREMETS, ELECTRICAL, the Electrical reconciliation is hereby agreed to and confirmed by the 95% construction drawings. Notice to proceed is hereby given to the Lessor. The Government acknowledges that $(b) (4) [redacted] **CREDIT** is owed the Government.

Pursuant to POR paragraph 7.9 Cabling Procurement and Installation, the final cost of **$2,293,586.00** is agreed to. Attached as Exhibit A to Lease Amendment 11 is the Cabling Contract Breakdown. Attached as Exhibit B to Lease Amendment 11 is the Final Cabling Design Package. Notice to proceed is hereby given to the Lessor. Lump sum payment will be paid to the Lessor upon submission of a complete invoice upon space acceptance.

-Remainder of page intentionally left blank-

INITIALS: _____ LESSOR & _____ GOV'T

GSA ROSEVILLE FIELD OFFICE
ROSEVILLE, CALIFORNIA
WALSH CONSTRUCTION II
CABLING CONTRACT BREAKDOWN

10/14/2015

SUBCONTRACTOR NAME	COST
CORE TECHNOLOGIES INC.	(b) (4) [redacted]
SUBCONTRACTOR SUBTOTAL	
GENERAL CONDITIONS PER LA 7	
OH&P PER LA 7	
BOND (b) (4) [redacted] PER LA 7	
INSURANCE (b) (4) [redacted] % PER LA 7	
GENERAL CONTRACTOR SUBTOTAL	
GRAND TOTAL	**$2,293,586**

GSA Lease GS-09P-LCA03197
Exhibit A to Lease Amendment 11

Initials: Lessor Government

GSA Lease
GS-09P-LCH03197
Exhibit B
Lease Amendment 11
Page 1 of 7

EXHIBIT C

CONTRACT DOCUMENTS

Walsh Construction Company II, LLC
Contractor for: CW FBI SACRAMENTO, LLC
"Project": GSA Office Building - Roseville, CA
Walsh Construction Company II, LLC Project No. 215108

The Contract Documents consist of this Agreement, the Contract between the Owner and Contractor dated 07-31-2014, the General Conditions, General Requirements, and/or any Supplementary Conditions of the Owner Contract, any Addenda, Alternates, Clarifications, and all Plans, Drawings, and Specifications issued prior to the date of this Agreement and all Documents, Addenda, Specifications and Plans listed below:

Addenda

ID #		TITLE	DWG. DATE	REV DATE	REVISION #

Project Specifications

ID #		TITLE	DWG. DATE	REV DATE	REVISION #
POR		Federal Bureau of Investigation - Sacramento Field Office Program of Requirements for New Field Office Construction.	1/8/2014	-	1
120914		Sheet-1	4/3/2015		
120914		Sheet-2	4/3/2015		
120914		Sheet-3	4/3/2015		
120914	000	Sheet-1	8/12/2015		
120914	000	Sheet-2	8/12/2015		
120914	000	Sheet-3	8/12/2015		
120914	000	Sheet-4	8/12/2015		
120914	001	Sheet-1	8/12/2015		
120914	001	Sheet-2	8/12/2015		
120914	001	Sheet-3	8/12/2015		
120914	001	Sheet-4	8/12/2015		
120914	001	Sheet-5	8/12/2015		
120914	001	Sheet-6	8/12/2015		
120914	001	Sheet-7	8/12/2015		
120914	001	Sheet-8	8/12/2015		
120914	001	Sheet-9	8/12/2015		
120914	001	Sheet-10	8/12/2015		
120914	001	Sheet-11	8/12/2015		
120914	001	Sheet-12	8/12/2015		
120914	001	Sheet-13	8/12/2015		
120914	001	Sheet-14	8/12/2015		
120914	001	Sheet-15	8/12/2015		
120914	001	Sheet-16	8/12/2015		
120914	001	Sheet-17	8/12/2015		
120914	001	Sheet-18	8/12/2015		
120914	001	Sheet-19	8/12/2015		
120914	001	Sheet-20	8/12/2015		
120914	001	Sheet-21	8/12/2015		
120914	001	Sheet-22	8/12/2015		
120914	001	Sheet-23	8/12/2015		
120914	001	Sheet-24	8/12/2015		
120914	001	Sheet-25	8/12/2015		
120914	001	Sheet-26	8/12/2015		
120914	001	Sheet-27	8/12/2015		
120914	001	Sheet-28	8/12/2015		
120914	001	Sheet-29	8/12/2015		
120914	001	Sheet-30	8/12/2015		

INITIALS
GOV'T LESSOR

GSA Lease
GS-09P-LCA03197
Exhibit B
Lease Amendment 11
Page 2 of 7

EXHIBIT C

CONTRACT DOCUMENTS

Walsh Construction Company II, LLC
Contractor for: CW FBI SACRAMENTO, LLC
"Project": GSA Office Building - Roseville, CA
Walsh Construction Company II, LLC Project No. 215108

The Contract Documents consist of this Agreement, the Contract between the Owner and Contractor dated 07-31-2014, the General Conditions, General Requirements, and/or any Supplementary Conditions of the Owner Contract, any Addenda, Alternates, Clarifications, and all Plans, Drawings, and Specifications issued prior to the date of this Agreement and all Documents, Addenda, Specifications and Plans listed below:

120914	001	Sheet-31	8/12/2015		
120914	001	Sheet-32	8/12/2015		
120914	002	Sheet-1	8/12/2015		
120914	002	Sheet-2	8/12/2015		
120914	002	Sheet-3	8/12/2015		
120914	002	Sheet-4	8/12/2015		
120914	002	Sheet-5	8/12/2015		
120914	002	Sheet-6	8/12/2015		
120914	002	Sheet-7	8/12/2015		
120914	002	Sheet-8	8/12/2015		
120914	002	Sheet-9	8/12/2015		
120914	002	Sheet-10	8/12/2015		
120914	002	Sheet-11	8/12/2015		
120914	002	Sheet-12	8/12/2015		
120914	002	Sheet-13	8/12/2015		
120914	002	Sheet-14	8/12/2015		
120914	002	Sheet-15	8/12/2015		
120914	002	Sheet-16	8/12/2015		
120914	002	Sheet-17	8/12/2015		
120914	002	Sheet-18	8/12/2015		
120914	002	Sheet-19	8/12/2015		
120914	002	Sheet-20	8/12/2015		
120914	002	Sheet-21	8/12/2015		
120914	002	Sheet-22	8/12/2015		
120914	002	Sheet-23	8/12/2015		
120914	002	Sheet-24	8/12/2015		
120914	002	Sheet-25	8/12/2015		
120914	002	Sheet-26	8/12/2015		
120914	002	Sheet-27	8/12/2015		
120914	002	Sheet-28	8/12/2015		
120914	002	Sheet-29	8/12/2015		
120914	002	Sheet-30	8/12/2015		
120914	002	Sheet-31	8/12/2015		
120914	002	Sheet-32	8/12/2015		
120914	002	Sheet-33	8/12/2015		
120914	002	Sheet-34	8/12/2015		
120914	002	Sheet-35	8/12/2015		
120914	002	Sheet-36	8/12/2015		
120914	002	Sheet-37	8/12/2015		
120914	002	Sheet-38	8/12/2015		
120914	002	Sheet-39	8/12/2015		
120914	002	Sheet-40	8/12/2015		
120914	002	Sheet-41	8/12/2015		
120914	002	Sheet-42	8/12/2015		
120914	002	Sheet-43	8/12/2015		
120914	002	Sheet-44	8/12/2015		

INITIALS

GSA Lease
GS-09P-LCA03197
Exhibit B
Lease Amendment 11
Page 3 of 7

EXHIBIT C

CONTRACT DOCUMENTS

Walsh Construction Company II, LLC
Contractor for: CW FBI SACRAMENTO, LLC
"Project": GSA Office Building - Roseville, CA
Walsh Construction Company II, LLC Project No. 215108

The Contract Documents consist of this Agreement, the Contract between the Owner and Contractor dated 07-31-2014, the General Conditions, General Requirements, and/or any Supplementary Conditions of the Owner Contract, any Addenda, Alternates, Clarifications, and all Plans, Drawings, and Specifications issued prior to the date of this Agreement and all Documents, Addenda, Specifications and Plans listed below:

120914	002	Sheet-45	8/12/2015		
120914	002	Sheet-46	8/12/2015		
120914	002	Sheet-47	8/12/2015		
120914	002	Sheet-48	8/12/2015		
120914	002	Sheet-49	8/12/2015		
120914	002	Sheet-50	8/12/2015		
120914	002	Sheet-51	8/12/2015		
120914	002	Sheet-52	8/12/2015		
120914	002	Sheet-53	8/12/2015		
120914	002	Sheet-54	8/12/2015		
120914	002	Sheet-55	8/12/2015		
120914	002	Sheet-56	8/12/2015		
120914	002	Sheet-57	8/12/2015		
120914	002	Sheet-58	8/12/2015		
120914	002	Sheet-59	8/12/2015		
120914	002	Sheet-60	8/12/2015		
120914	002	Sheet-61	8/12/2015		
120914	002	Sheet-62	8/12/2015		
120914	002	Sheet-63	8/12/2015		
120914	002	Sheet-64	8/12/2015		
120914	002	Sheet-65	8/12/2015		
120914	002	Sheet-66	8/12/2015		
120914	002	Sheet-67	8/12/2015		
120914	002	Sheet-68	8/12/2015		
120914	002	Sheet-69	8/12/2015		
120914	002	Sheet-70	8/12/2015		
120914	003	Sheet-1	8/12/2015		
120914	003	Sheet-2	8/12/2015		
120914	003	Sheet-3	8/12/2015		
120914	003	Sheet-4	8/12/2015		
120914	003	Sheet-5	8/12/2015		
120914	003	Sheet-6	8/12/2015		
120914	003	Sheet-7	8/12/2015		
120914	003	Sheet-8	8/12/2015		
120914	003	Sheet-9	8/12/2015		
120914	003	Sheet-10	8/12/2015		
120914	003	Sheet-11	8/12/2015		
120914	003	Sheet-12	8/12/2015		
120914	003	Sheet-13	8/12/2015		
120914	003	Sheet-14	8/12/2015		
120914	003	Sheet-15	8/12/2015		
120914	003	Sheet-16	8/12/2015		
120914	003	Sheet-17	8/12/2015		
120914	003	Sheet-18	8/12/2015		
120914	003	Sheet-19	8/12/2015		
120914	003	Sheet-20	8/12/2015		

INITIALS
GOV'T LESSOR

GSA Lease
35-09P-LCA03197
Exhibit B
Lease Amendment 11
Page 4 of 7

EXHIBIT C

CONTRACT DOCUMENTS

Walsh Construction Company II, LLC
Contractor for: CW FBI SACRAMENTO, LLC
"Project": GSA Office Building - Roseville, CA
Walsh Construction Company II, LLC Project No. 215108

The Contract Documents consist of this Agreement, the Contract between the Owner and Contractor dated 07-31-2014, the General Conditions, General Requirements, and/or any Supplementary Conditions of the Owner Contract, any Addenda, Alternates, Clarifications, and all Plans, Drawings, and Specifications issued prior to the date of this Agreement and all Documents, Addenda, Specifications and Plans listed below:

120914	003	Sheet-21	8/12/2015		
120914	003	Sheet-22	8/12/2015		
120914	003	Sheet-23	8/12/2015		
120914	003	Sheet-24	8/12/2015		
120914	003	Sheet-25	8/12/2015		
120914	003	Sheet-26	8/12/2015		
120914	003	Sheet-27	8/12/2015		
120914	003	Sheet-28	8/12/2015		
120914	003	Sheet-29	8/12/2015		
120914	003	Sheet-30	8/12/2015		
120914	003	Sheet-31	8/12/2015		
120914	004	Sheet-1	8/12/2015		
120914	004	Sheet-2	8/12/2015		
120914	004	Sheet-3	8/12/2015		
120914	004	Sheet-4	8/12/2015		
120914	004	Sheet-5	8/12/2015		
120914	004	Sheet-6	8/12/2015		
120914	004	Sheet-7	8/12/2015		
120914	004	Sheet-8	8/12/2015		
120914	004	Sheet-9	8/12/2015		
120914	004	Sheet-10	8/12/2015		
120914	004	Sheet-11	8/12/2015		
120914	004	Sheet-12	8/12/2015		
120914	004	Sheet-13	8/12/2015		
120914	004	Sheet-14	8/12/2015		
120914	004	Sheet-15	8/12/2015		
120914	004	Sheet-16	8/12/2015		
120914	004	Sheet-17	8/12/2015		
120914	004	Sheet-18	8/12/2015		
120914	004	Sheet-19	8/12/2015		
120914	004	Sheet-20	8/12/2015		
120914	004	Sheet-21	8/12/2015		
120914	004	Sheet-22	8/12/2015		
120914	004	Sheet-23	8/12/2015		
120914	004	Sheet-24	8/12/2015		
120914	004	Sheet-25	8/12/2015		
120914	004	Sheet-26	8/12/2015		
120914	004	Sheet-27	8/12/2015		
120914	004	Sheet-28	8/12/2015		
120914	004	Sheet-29	8/12/2015		
120914	004	Sheet-30	8/12/2015		
120914	004	Sheet-31	8/12/2015		
120914	004	Sheet-32	8/12/2015		
120914	005	Sheet-1	8/12/2015		
120914	005	Sheet-2	8/12/2015		
120914	005	Sheet-3	8/12/2015		

INITIALS

GSA Lease
35-09P-LCA03197
Exhibit B
Lease Amendment 11
Page 5 of 7

EXHIBIT C

CONTRACT DOCUMENTS

Walsh Construction Company II, LLC
Contractor for: CW FBI SACRAMENTO, LLC
"Project": GSA Office Building - Roseville, CA
Walsh Construction Company II, LLC Project No. 215108

The Contract Documents consist of this Agreement, the Contract between the Owner and Contractor dated 07-31-2014, the General Conditions, General Requirements, and/or any Supplementary Conditions of the Owner Contract, any Addenda, Alternates, Clarifications, and all Plans, Drawings, and Specifications issued prior to the date of this Agreement and all Documents, Addenda, Specifications and Plans listed below:

120914	005	Sheet-4	8/12/2015		
120914	005	Sheet-5	8/12/2015		
120914	005	Sheet-6	8/12/2015		
120914	005	Sheet-7	8/12/2015		
120914	005	Sheet-8	8/12/2015		
120914	005	Sheet-9	8/12/2015		
120914	005	Sheet-10	8/12/2015		
120914	005	Sheet-11	8/12/2015		
120914	005	Sheet-12	8/12/2015		
120914	005	Sheet-13	8/12/2015		
120914	005	Sheet-14	8/12/2015		
120914	005	Sheet-15	8/12/2015		
120914	005	Sheet-16	8/12/2015		
120914	005	Sheet-17	8/12/2015		
120914	005	Sheet-18	8/12/2015		
120914	005	Sheet-19	8/12/2015		
120914	005	Sheet-20	8/12/2015		
120914	005	Sheet-21	8/12/2015		
120914	005	Sheet-22	8/12/2015		
120914	005	Sheet-23	8/12/2015		
120914	005	Sheet-24	8/12/2015		
120914	005	Sheet-25	8/12/2015		
120914	006	Sheet-1	8/12/2015		
120914	006	Sheet-2	8/12/2015		
120914	006	Sheet-3	8/12/2015		
120914	006	Sheet-4	8/12/2015		
120914	006	Sheet-5	8/12/2015		
120914	006	Sheet-6	8/12/2015		
120914	006	Sheet-7	8/12/2015		
120914	006	Sheet-8	8/12/2015		
120914	006	Sheet-9	8/12/2015		
120914	006	Sheet-10	8/12/2015		
120914	006	Sheet-11	8/12/2015		
120914	006	Sheet-12	8/12/2015		
120914	006	Sheet-13	8/12/2015		
120914	006	Sheet-14	8/12/2015		
120914	006	Sheet-15	8/12/2015		
120914	006	Sheet-16	8/12/2015		
120914	006	Sheet-17	8/12/2015		
120914	006	Sheet-18	8/12/2015		
120914	006	Sheet-19	8/12/2015		
120914	006	Sheet-20	8/12/2015		
120914	006	Sheet-21	8/12/2015		
120914	006	Sheet-22	8/12/2015		
120914	006	Sheet-23	8/12/2015		
120914	006	Sheet-24	8/12/2015		

INITIALS
GOV'T LESSOR

GSA Lease
GS-09P-LCA03197
Exhibit B
Lease Amendment 11
Page 6 of 7

EXHIBIT C

CONTRACT DOCUMENTS

Walsh Construction Company II, LLC
Contractor for: CW FBI SACRAMENTO, LLC
"Project": GSA Office Building - Roseville, CA
Walsh Construction Company II, LLC Project No. 215108

The Contract Documents consist of this Agreement, the Contract between the Owner and Contractor dated 07-31-2014, the General Conditions, General Requirements, and/or any Supplementary Conditions of the Owner Contract, any Addenda, Alternates, Clarifications, and all Plans, Drawings, and Specifications issued prior to the date of this Agreement and all Documents, Addenda, Specifications and Plans listed below:

120914	006	Sheet-25	8/12/2015		
120914	006	Sheet-26	8/12/2015		
120914	006	Sheet-27	8/12/2015		
120914	006	Sheet-28	8/12/2015		
120914	006	Sheet-29	8/12/2015		
120914	006	Sheet-30	8/12/2015		
120914	006	Sheet-31	8/12/2015		
120914	006	Sheet-32	8/12/2015		
120914	006	Sheet-33	8/12/2015		
120914	007	Sheet-1	8/12/2015		
120914	007	Sheet-2	8/12/2015		
120914	007	Sheet-3	8/12/2015		
120914	007	Sheet-4	8/12/2015		
120914	007	Sheet-5	8/12/2015		
120914	007	Sheet-6	8/12/2015		
120914	007	Sheet-7	8/12/2015		
120914	007	Sheet-8	8/12/2015		
120914	007	Sheet-9	8/12/2015		
120914	007	Sheet-10	8/12/2015		
120914	007	Sheet-11	8/12/2015		
120914	007	Sheet-12	8/12/2015		
120914	008	Sheet-1	8/12/2015		
120914	008	Sheet-2	8/12/2015		
120914	008	Sheet-3	8/12/2015		
120914	008	Sheet-4	8/12/2015		
120914	008	Sheet-5	8/12/2015		
120914	008	Sheet-6	8/12/2015		
120914	008	Sheet-7	8/12/2015		
120914	008	Sheet-8	8/12/2015		
120914	009	Sheet-1	8/12/2015		
120914	009	Sheet-2	8/12/2015		
120914	009	Sheet-3	8/12/2015		
120914	009	Sheet-4	8/12/2015		
120914	009	Sheet-5	8/12/2015		
120914	009	Sheet-6	8/12/2015		
120914	009	Sheet-7	8/12/2015		
120914	009	Sheet-8	8/12/2015		
120914	009	Sheet-9	8/12/2015		
120914	009	Sheet-10	8/12/2015		
120914	009	Sheet-11	8/12/2015		
120914	009	Sheet-12	8/12/2015		
120914	009	Sheet-13	8/12/2015		
120914	009	Sheet-14	8/12/2015		
120914	009	Sheet-15	8/12/2015		
120914	009	Sheet-16	8/12/2015		
120914	009	Sheet-17	8/12/2015		

INITIALS
GOV'T LESSOR

GSA Lease
3S-09P-LCA03197
Exhibit B
Lease Amendment 11
Page 7 of 7

EXHIBIT C

CONTRACT DOCUMENTS

Walsh Construction Company II, LLC
Contractor for: CW FBI SACRAMENTO, LLC
"Project": GSA Office Building - Roseville, CA
Walsh Construction Company II, LLC Project No. 215108

The Contract Documents consist of this Agreement, the Contract between the Owner and Contractor dated 07-31-2014, the General Conditions, General Requirements, and/or any Supplementary Conditions of the Owner Contract, any Addenda, Alternates, Clarifications, and all Plans, Drawings, and Specifications issued prior to the date of this Agreement and all Documents, Addenda, Specifications and Plans listed below:

120914	009	Sheet-18	8/12/2015		
120914	009	Sheet-19	8/12/2015		
120914	009	Sheet-20	8/12/2015		
120914	009	Sheet-21	8/12/2015		
120914	009	Sheet-22	8/12/2015		

End of Exhibit C - except see following Attachments if described in this Exhibit C

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 12 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

In accordance with Lease Amendment 7 paragraph7.09 B.7 Design & Documentation Phase Services, the Lessor shall provide the necessary number of furniture mock-ups from approved vendors for the Government inspection/review. The mockups shall include all necessary California Title 24 requirements. The cost of the mock-up is established at no charge.

In accordance with Lease Amendment 7 paragraph7.09 C Quotation Phase Services, it is acknowledged that the Government has completed its design of all furniture components (Exhibit A list of furniture drawings attached) and that the Lessor has provided final furniture costs for the Governments consideration. Any additional changes will be done in accordance with General Clause 30 CHANGES. It is acknowledged that the Furniture Programming and Design Phase and the Furniture Quotation Phase were delayed by the Government and therefore substantial completion will not be delayed due to possible delay in furniture installation, as per Lease Amendment 7.

-Remainder of page intentionally left blank-

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6) [redacted]

Signature:
Name: William L. Cunningham - Corso
Title: President, Cunningham Development Co. Inc. Manager
Entity Name: CW FBI Sacramento, LLC.
Date: 12/8/2015

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: Eric Johnson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 12/8/15

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Signature:
Name: Mike Cunningham
Title: VP Cunningham Development
Date: 12-8-15

ARCHITECTURE
PLANNING
INTERIORS

LOHAN ANDERSON

MEMORANDUM

ATTN: Bill Cunningham – Cunningham Development Company
FROM: Lisa Schmidt
DATE: **24 November 2015**
REGARDING: FBI Sacramento – Furniture Plan Drawing list – 11/10/2015
DISTRIBUTION: Baris Gocmen, John Maranowicz – **Walsh Group**
Bill Boznos, Courtney Kennedy, Floyd Anderson - **LA**
Mike Cunningham, Cynthia Schneider, Don Wetzel - **CW**

As is typically provided on FBI Field Office Projects, the major furniture Vendor has prepared a consolidated set of final plan drawings depicting all Vendors products[1]. On this project the major Vendor is Kimball and their Dealer, Resource Design Interiors (RDI), is the author of this consolidated set.

Below is the drawing list for the **Consolidated Furniture Vendor Plans** issued by RDI on 11/10/15 for FBI Sacramento Project.

SHEET TITLE:	SHEET NO.
SACRAMENTO PROFESSIONAL OFFICE BUILDING GROUND FLOOR - FURNITURE PLAN	1A
SACRAMENTO PROFESSIONAL OFFICE BUILDING GROUND FLOOR - FURNITURE PLAN	1B
SACRAMENTO PROFESSIONAL OFFICE BUILDING 2ND FLOOR - FURNITURE PLAN	2
SACRAMENTO PROFESSIONAL OFFICE BUILDING 3RD FLOOR - FURNITURE PLAN	3

These drawings were burned to a CD and distributed on or shortly after 11/10/2015. Vendors work represented on these drawings included; 1) Kimball, 2) Spacesavers, 3) Teknion, 4) Life Fitness and 5) Wrightline Eaton.

Also included on the CD, but not listed here, are various detailed drawings from each of the Vendors on their specific products.

[1] NOTE: All Vendors have been directed to provide product designs that meet all code requirements including California Title 24 Energy Requirements.

GSA Lease GS09P-LCA03197
Lease Amendment
Exhibit A

INITIALS
GOVT LESSOR

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 13 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC
whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Paragraphs 5.14, is deleted in their entirety and substituted therefore:

5.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. 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

3.48.C ACOUSTICAL REQUIREMENTS is deleted in its entirety and the following substituted therefore:

C. All rooms within the facility will be constructed with the prescribed wall type construction detailed in POR section 13.6 through 13.16. The acoustic performance of each wall type is subject to the prescribed partition details within the POR.

This Lease Amendment contains 4 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR

(b) (6) [redacted]

Signature: [redacted]
Name: William C. Cunningham-Corso
Title: President, Cunningham Development Co. Inc.,
Entity Name: Manager, CW FBI Sacramento, LLC.
Date: 1-26-2016

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature: [redacted]
Name: Eric Johnson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 1/28/16

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

3.48 D Acoustical Requirements, (b) (5), (b) (7) (a)(e)(f) [redacted]

Paragraph 3.46 A. is amended as follows:

3.46 Telecommunications: Local Exchange Access

A. The Lessor shall provide IT cabling in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed. The Lessor shall provide IT cabling in the space.

POR 5.2.A.1 is deleted in its entirety and substituted therefore:

(b) (5), (b) (7) (a)(e)(f) [redacted]

POR Paragraph 5.8.F is deleted in its entirety and substituted therefore:

(b) (5), (b) (7) (a)(e)(f) [redacted]

POR Paragraph 5.12. B is deleted in its entirety and substituted therefore:

B. FOLDING ACOUSTICAL WALL: (b) (5), (b) (7) (a)(e)(f) [redacted]

POR Paragraph 7.2 D is deleted in its entirety and substituted therefore:

(b) (5), (b) (7) (a)(e)(f) [redacted]

POR 10.3 C is amended as follows:

(b) (5), (b) (7) (a)(e)(f) [redacted]

POR Paragraph 10.10B, 13.18 Detail and 13.19 Detail are amended as follows:

(b) (5), (b) (7) (a)(e)(f) [redacted]

INITIALS: _____ & _____
LESSOR GOV'T

POR Paragraph 13.18 Detail: Manbar Elevation is amended as follows:

(b) (5), (b) (7) (a)(e)(f)

[redacted]

13.19 Detail: Manbar Section

(b) (5), (b) (7) (a)(e)(f)

[redacted]

POR Paragraph 13.13 Wall Type A6C is amended as follows:

(b) (5), (b) (7) (a)(e)(f)

[redacted]

POR Paragraph 15.2 Para 8 and 13.g. are amended as follows:

(b) (5), (b) (7) (a)(e)(f)

[redacted]

POR Paragraph 15.4.1 is amended as follows:

(b) (5), (b) (7) (a)(e)(f)

[redacted]

POR Paragraph 15.4.6 is deleted in its entirety.

POR Paragraph 15.13 Architectural note 18e is amended as follows:

15.13 Special Architectural note 18e

(b) (5), (b) (7) (a)(e)(f)

[redacted]

POR Paragraph 15.13 Special Architectural note #57 through-wall mail slot unit, is deleted in its entirety.

Paragraph 7.11 is hereby added:

(b) (5), (b) (7) (a)(e)(f)

[redacted]

INITIALS: _____ & _____
LESSOR GOV'T

(b) (5), (b) (7) (a)(e)(f)

[redacted]

-Remainder of page intentionally left blank-

INITIALS: _____ & _____
LESSOR GOV'T

(b) (5), (b) (7) (a)(e)(f) - LEASE AMENDMENT NO. 13 - EXHIBIT A - 1 PAGE

(b) (5), (b) (7) (a)(e)(f) - LEASE AMENDMENT NO. 13 - EXHIBIT B - MOCKUP - 11 PAGES

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 14 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Pursuant to the General Clause Paragraph 30, Changes, the following change orders are approved and a notice to proceed is hereby given to the Lessor. The Lessor reserved the right to present, at a later date, an increase in operating expenses relative to any change order and full consideration will be given by the LCO.

Change Order # 5041 – (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order # 5042 –

Change Order # 5049 –

Change Order # 5051 –

Change Order # 5054 –

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: (b) (6) [redacted]

Signature:
Name: William L. Cunningham – Corso
Title: President, Cunningham Development Co. Inc.,
Entity Name: Manager, CW FBI Sacramento LLC.
Date: 1-26-2016

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: Eric Johnson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 1/28/16

WITNESSED FOR THE LESSOR BY:

Signature:
Name:
Title:
Date:

Change Order # 5056 – (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order # 5059 – [redacted]

-Remainder of page intentionally left blank-

INITIALS: _____ & _____
LESSOR GOV'T

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 15 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC
whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Pursuant to POR Paragraph 4.3 Furniture, Lease Amendment 7, Lease Amendment 8 and Lease Amendment 12, the final cost of $4,342,250.00 is determined to be fair and reasonable. Attached as exhibit A (1 page) to Lease Amendment 15 is the Furniture Cost Breakdown. Notice to proceed is hereby given to the Lessor.

Furniture Change Order Number FC001, Wish Chairs, final cost of $6,415.00, is determined to be fair and reasonable. Attached as Exhibit B (2 page) to Lease Amendment 15 is the Change Order Cost Breakdown. Notice to proceed is hereby given to the Lessor.

Furniture Change Order Number FC002, Furniture Changes in Room 327, final cost of $3,109.00, is determined to be fair and reasonable. Attached as Exhibit C (3 page) to Lease Amendment 15 is the Change Order Cost Breakdown. Notice to proceed is hereby given to the Lessor.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LE[redacted] (b) (6)

Signature:
Name: William L. Cunningham - Colso, Pres.
Title: Cunningham Development Company Inc., Mgr
Entity Name: CW FBI Sacramento, LLC.
Date: 3-8-2016

FOR THE GO[redacted] (b) (6)

Signature:
Name: Eric Johnson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 4/1/16

WITNESS[redacted] (b) (6)

Signature
Name: Cynthia Schneider
Title:
Date: 3-8-2016

Upon completion and acceptance of the Furniture the Lessor shall submit for Lump Sum payment an original and one copy of the invoice. The Original Invoice, in the amount not to exceed $4,348,665.00 shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov.

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at:

GSA, Real Estate Division
Attention: Eric Johnson
50 United Nation Plaza
2nd Floor, Suite 2265
San Francisco, CA 94102

A proper invoice must include the following:

-Invoice date
-Name of the Lessor as shown on the Lease
-Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

-Remainder of page intentionally left blank-

INITIALS: _____ LESSOR & _____ GOV'T

GSA ROSEVILLE FIELD OFFICE
ROSEVILLE, CALIFORNIA
WALSH CONSTRUCTION II
FURNITURE CONTRACT BREAKDOWN
Based on Consolidated Furniture Vendor Plans dated 11-10-2015

11/20/2015

SUBCONTRACTOR NAME	COST
KIMBALL	(b) (4) [redacted]
TEKNION	
SPACESAVER	
WRIGHTLINE	
[illegible]	
SUBCONTRACTOR TOTAL	
GENERAL CONDITIONS (PER Lease Amendment 7)	
OH&P FOR (PER Lease Amendment 7)	
BOND 1% (PER Lease Amend (b) (4) [redacted]	
INSURANCE (b) (4) [redacted] PER Lease Amendment 7	
GENERAL CONTRACTOR TOTAL	
[illegible]	
Legal, Accounting and other direct costs	
LESSOR MARKUP	
LESSOR TOTAL	
Procurement Board & Construction Admin - Dana Anderson	
Permit Drawings - City of Roseville	
GRAND TOTAL	$4,342,250

GS-09P-LCA0319
Lease Amendment 15
Exhibit A

INITIALS

GOV'T	LESSOR

C H A N G E I T E M R E Q U E S T

Walsh Construction Company II, LLC

Main Office:	Jobsite:
929 W Adams Street Chicago, IL 60607 PH: 312-563 5400 FX: 312-492-0601	2201 Freedom Way Roseville CA 95678 PH: FX:

Project Name: GSA Field Office Cabling & Furniture Contract
Contractor Project No.: 215108
Owner Contract No.:
From: Walsh Construction Company II, LLC
To: CW FBI Sacramento, LLC

PCI No.: 5001
Revision No.: 0
OCO No.:
Date: January 26, 2016
cc: PCI File

Contractor proposes to complete the work as described below in accordance with its Contract Agreement. It is estimated that the described work shall necessitate 0 calendar days be added to the current project schedule. The Requested Total Dollars is for the direct cost associated with this Change Item Request (unless specifically noted otherwise).

A response is requested by end of day February 2, 2016

Scope Of Work:

Added Kimball's chairs (8) in room 117: Added Kimball "wish" chairs (8) in room 117 per GSA request on 1/14/2016

REQUESTED TOTAL DAYS: 0 REQUESTED TOTAL DOLLARS: ADD $6,415.21

Impacted Sub-Contractor(s):
KIMBALL OFFICE, INC

Qualifications:

1. Unless specifically noted otherwise in the detailed breakdown, the following items are excluded:
   a. Costs associated with Winter Conditions.
   b. Costs for Permits.
   c. Costs for Testing (identified in Contract as by Owner).
   d. Premium Time Labor, Acceleration, and Extended General Conditions.
   e. Costs for Indirect and Impacted scope.
2. A timely response is requested by the date noted above. Lack of a timely response may cause this REQUEST to be voided (whereby Contractor shall proceed with Base Contract scope) or REQUEST may be subject to re-pricing and re-evaluation of schedule impact.
3. "UNITS", "QTY", and "UNIT COST" noted in the detailed cost breakdown are for estimating purposes only and shall not imply a T&M proposal. Proposals, or portions thereof, which have been submitted or approved as T&M, shall be specifically noted as such.

Attachments:

Provide direction below and execute for the above scope of work and corresponding estimate for cost and schedule impact.

NO WORK SHALL PROCEED UNTIL DIRECTION IS PROVIDED AND REQUEST EXECUTED.

Prepared By:
X BARIS GOCMEN
Walsh Construction Company II, LLC

Reviewed By:
X BARIS GOCMEN
Walsh Construction Company II, LLC

Response (check one):
- [ ] 1 **PROCEED** as quoted
- [ ] 2 **DO NOT PROCEED** and void PCI
- [ ] 3 **REVISE & RE-SUBMIT** as noted. Do not proceed.

Responded By:
X

DATE:

GS-09P-LCHC3197
Lease Amendment 15
Exhibit B

INITIALS

GOV'T	LESSOR

COVER PG 1 OF 1

Page 1 of 2

C H A N G E I T E M R E Q U E S T

Project Name:	GSA Field Office Cabling & Furniture Contract	PCI No.:	5001
Contractor Project No.:	215408	Revision No.:	0
Owner Contract No.:		OCO No.:	

DETAILED COST BREAKDOWN

ITEM DESCRIPTION	UNITS	QTY.	UNIT COST	EXTEND	TOTALS
SUBCONTRACTED			(b) (4) [redacted]		
KIMBALL OFFICE, INC					
Added Kimball's chairs (8) in room 117	LS	0.00			
Subcontracted Subtotal					
CALCULATED MARK UPS (LEVEL 1)					
Fee (b) (4) [redacted]					
PCI Subtotal					
CALCULATED MARK UPS (LEVEL 2)					
Bond and Insurance (b) (4) [redacted]					
Calculated Mark-Ups (Level 2) Subtotal					
PCI GRAND TOTAL					$6,415.21

GS-04P-LCH03197
Lease Amendment 15
Exhibit B

INITIALS

GOV'T	LESSOR
B	

WAL_PCIREQ

CHANGE ITEM REQUEST

Walsh Construction Company II, LLC

Main Office:	Jobsite:
929 W Adams Street Chicago, IL 60607 PH: 312-563-5400 FX: 312-492-0601	2201 Freedom Way Roseville CA 95678 PH: FX:

Project Name: **GSA Field Office Cabling & Furniture Contract**
Contractor Project No.: **215108**
Owner Contract No.:
From: Walsh Construction Company II, LLC
To: - CW FBI SACRAMENTO LLC

PCI No.: **5002**
Revision No.: **0**
OCO No.:
Date: February 16, 2016
cc:
PCI File

Contractor proposes to complete the work as described below in accordance with its Contract Agreement. It is estimated that the described work shall necessitate 0 calendar days be added to the current project schedule. The Requested Total Dollars is for the direct cost associated with this Change Item Request (unless specifically noted otherwise).

A response is requested by end of day **February 19, 2016**

Scope Of Work:

Furniture Changes in Room 327: Furniture Changes in Room 327
- Delete wish chairs (6)
-Delete conference table
-Add Villa Table Round (1) 42x19
-Add Villa Table Round (4) 18x19
-Add Villa Lounge One Seat (2)
-Add Villa Lounge Three Seats (1)
-Add Villa Lounge Two Seats (1)

REQUESTED TOTAL DAYS: **0**

REQUESTED TOTAL DOLLARS: **ADD $3,108.71**

Impacted Sub-Contractor(s):
KIMBALL OFFICE, INC, TEKNION LLC

Qualifications:

1. Unless specifically noted otherwise in the detailed breakdown, the following items are excluded:
   a. Costs associated with Winter Conditions.
   b. Costs for Permits.
   c. Costs for Testing (identified in Contract as by Owner).
   d. Premium Time Labor, Acceleration, and Extended General Conditions.
   e. Costs for Indirect and Impacted scope.
2. A timely response is requested by the date noted above. Lack of a timely response may cause this REQUEST to be voided (whereby Contractor shall proceed with Base Contract scope) or REQUEST may be subject to re-pricing and re-evaluation of schedule impact.
3. "UNITS", "QTY", and "UNIT COST" noted in the detailed cost breakdown are for estimating purposes only and shall not imply a T&M proposal. Proposals, or portions thereof, which have been submitted or approved as T&M, shall be specifically noted as such.

Attachments:

Provide direction below and execute for the above scope of work and corresponding estimate for cost and schedule impact.

NO WORK SHALL PROCEED UNTIL DIRECTION IS PROVIDED AND REQUEST EXECUTED.

Prepared By:
X BARIS GOCMEN
Walsh Construction Company II, LLC -

Reviewed By:
X BARIS GOCMEN
Walsh Construction Company II, LLC -

Response (check one):
- [ ] 1 **PROCEED** as quoted
- [ ] 2 **DO NOT PROCEED** and void PCI
- [ ] 3 **REVISE & RE-SUBMIT** as noted. Do not proceed.

Responded By:
X

DATE:

GS-CAP-LOAC3197
Lease Amendment 15
Exhibit 1

INITIALS
GOV'T | LESSOR

COVER PG 1 OF 1

Page 3

C H A N G E I T E M R E Q U E S T

Project Name:	GSA Field Office Cabling & Furniture Contract	PCI No.:	5002
Contractor Project No.:	215108	Revision No.:	0
Owner Contract No.:		OCO No.:	

DETAILED COST BREAKDOWN

ITEM DESCRIPTION	UNITS	QTY.	UNIT COST	EXTEND	TOTALS
SUBCONTRACTED			[redacted] (b) (4)		
KIMBALL OFFICE, INC					
Furniture Changes in Room 327-KIMBALL	LS	0.00			
TEKNION LLC					
Furniture Changes in Room 327-TEKNION	LS	0.00			
Subcontracted Subtotal					
CALCULATED MARK-UPS (LEVEL 1)					
Fee [redacted] %					
PCI Subtotal					
CALCULATED MARK-UPS (LEVEL 2)					
Bond and Insurance (b) (4) [redacted]					
Calculated Mark-Ups (Level 2) Subtotal					
PCI GRAND TOTAL					$3,108.71

Lease Amendment 15
Exhibit 1
INITIALS
GOV'T | LESSOR

WAL_PCIREQ

Page 2 of 3

(b) (5), (b) (7) (a)(e)(f) - LEASE AMENDMENT NO. 15 - EXHIBIT C, PAGE 3 - LAYOUT PLAN - 1 PAGE

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 16 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Pursuant to the General Clause Paragraph 30, Changes, the following change orders are approved and a notice to proceed is hereby given to the Lessor. The Lessor reserved the right to present, at a later date, an increase in operating expenses relative to any change order and full consideration will be given by the LCO.

Change Order # 5052 – (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order # 5053 –

Change Order # 5055 –

Change Order # 5057 –

Change Order # 5060 –

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSO (b) (6) [redacted]

Signature:
Name: William L. Cunningham - Corso, Pres.
Title: Cunningham Development Company, Inc., Mgr
Entity Name: CW FBI Sacramento, LLC
Date: 3-8-2016

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: Eric Johnson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 3/8/16

WITNESSED (b) (6) [redacted]

Signature:
Name: Cynthia Schneider
Title:
Date: 3-8-2016

Change Order # 5063 – (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order # 5067 – [redacted]

Change Order # 5071 – [redacted]

-Remainder of page intentionally left blank-

INITIALS: _____ LESSOR & _____ GOV'T

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 17 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Pursuant to the General Clause Paragraph 30, Changes, the following change orders are approved and a notice to proceed is hereby given to the Lessor. The Lessor reserved the right to present, at a later date, an increase in operating expenses relative to any change order and full consideration will be given by the LCO.

Change Order 5038 – (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order 5045 – [redacted]

Change Order 5061 – POR Paragraph 7.19.C.6 is deleted in its entirety and substituted therefore:

(b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6) [redacted]

Signature:
Name: William C. Cunningham-Cocso, Pres.
Title: Cunningham Development Company, Inc., Mgr
Entity Name: CW FBI Sacramento, LLC.
Date: 5·11·2016

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: Cora Johnson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 6/9/16

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Signature:
Name: Cynthia Schneider
Title:
Date: 5·11·2016

Change Order 5069 – (b) (4), (b) (5), (b) (7) (a)(e)(f)

Change Order # 5070

Change Order # 5072

Change Order 5078 –

Change Order 5079a

Change Order 5079b

Change Order 5083 -

Change Order 5085 –

Change Order 5086 –

POR Paragraph 5.6.A. is deleted in its entirety and substituted therefore:

(b) (5), (b) (7) (a)(e)(f)

-Remainder of page intentionally left blank-

INITIALS: _____ LESSOR & _____ GOV'T

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 18 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Paragraph 6.07 is amended as follows:

6.07 JANITORIAL SERVICES

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 following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance. This applies to freely accessible areas only.

It is hereby acknowledged that due to security requirements, areas of the facility may have limited access, maybe inaccessible and/or require a Government escort for the janitorial staff. It is further acknowledged that at times performance of required duties will be impacted by the Governments use of the facility and availability of Government escorts. Therefore, for these areas, the level of service and performance of the required services will be accomplished at the best efforts of the janitorial staff. The

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR

(b) (6) [redacted]

Signature:
Name: William C. Cunningham - Coeso, President,
Title: Cunningham Development Company, Inc, Manager
Entity Name: CW FBI Sacramento, LLC.
Date: 7-8-16

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: Lee Johnson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 7/11/16

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Signature:
Name: Gary Schoeppner
Title: Dir. of Operations
Date: 7/8/16

Contracting Officer's evaluation will be based on such efforts, not the frequency or method of performance or level of service. The Contracting Officer will ensure that the Lessor's performance review will not be poorly rated due to the inability of the janitorial staff to complete their duties as described herein. This shall NOT apply to freely accessible areas.

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 restrooms. Clean all restroom fixtures, and replenish restroom 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 Space.

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

C. Weekly . Damp mop and spray buff all resilient floors in restrooms 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 restroom 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 restrooms. 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).

Paragraph 6.11 B is hereby added:

6.11.B MAINTENANCE AND TESTING OF SYSTEMS by the Building Engineers is hereby added:

B. It is hereby acknowledged that due to security requirements, areas of the facility may have limited access, maybe inaccessible and/or require a Government escort for the Building Engineer. It is further acknowledged that at times performance of required duties will be impacted by the Governments use of the facility and availability of Government escorts. Therefore, for these areas, the level of service, timeliness and performance of the required maintenance and testing services will be accomplished at the best efforts of the Building Engineer. The Contracting Officer's evaluation will be based on such efforts, not the frequency or method of performance or level of service. The Contracting Officer will ensure that the Lessor's

INITIALS: _____ & _____
LESSOR GOV'T

performance review will not be poorly rated due to the inability of the Building Engineer to complete their duties as described herein. This shall NOT apply to freely accessible areas.

Paragraph 6.12.B.2. is amended as follows:

6.12.B.2 Carpet and Flooring

B.2. Notwithstanding the foregoing the Contracting Officer, or his representative, and the Lessor shall physically walk the Premises to evaluate the condition of all carpeted areas in the Space at the 10 years anniversary of the lease, and every two years after. Where needed the Lessor shall replace carpet with a product which meets the requirements in the FLOOR COVERINGS AND PERMIETERS clause herin.

-Remainder of page intentionally left blank-

INITIALS: _____ LESSOR & _____ GOV'T

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 19 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Furniture Change Order Number FC003, cost REDUCTION of $89,504.00, is determined to be fair and reasonable. Attached as Exhibit A (8 page) to Lease Amendment 19 is the Change Order Cost Breakdown and revised furniture drawings. Notice to proceed with this change is hereby given to the Lessor.

Pursuant to POR Paragraph 4.3 Furniture, Lease Amendment 7, Lease Amendment 8 and Lease Amendment 12, Lease Amendment 15 and Lease Amendment 19, the final and total cost of **$4,262,270.00** is determined to be fair and reasonable. Attached as Exhibit B (1 page) to Lease Amendment 19 is the TOTAL Furniture Cost Breakdown which includes Furniture Change Order FC001, FC002 and FC003.

Upon completion and acceptance of the Furniture the Lessor shall submit for Lump Sum payment an original and one copy of the invoice. The Original Invoice, in the amount not to exceed **$4,262,270.00** shall be submitted to:

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6) [redacted]

Signature:
Name: Wm L. Cunningham-Goeso, President,
Title: Cunningham Development Company Inc. manager
Entity Name: CW FBI Sacramento, LLC.
Date: 5.31.2016

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: Eric Johnson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 6/9/16

WITNESSED (b) (6) [redacted]

Signature:
Name: Gary Schoeppner
Title: Cunningham Dev. Co. - Dir. of Operations
Date: 5/31/16

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov.

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at:

GSA, Real Estate Division
Attention: Eric Johnson
50 United Nation Plaza
2nd Floor, Suite 2265
San Francisco, CA 94102

A proper invoice must include the following:

-Invoice date
-Name of the Lessor as shown on the Lease
-Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

-Remainder of page intentionally left blank-

INITIALS: _____ & _____
LESSOR GOV'T

CW FBI Sacramento LLC

May 06, 2016

Eric M. Johnson
San Francisco Branch
Real Estate Acquisition Division
General Services Administration
450 Golden Gate Ave., 3rd Floor East
San Francisco, CA 94102

RE: Lease No. GS-09P-LCA03197
Tenant Change Request #FC 03
Credit for furniture design adjustments and scope reductions.

Dear Eric:

We have prepared the following credit proposal to capture the furniture design revisions and scope reductions between November 2015 and April 2016.

The vendor summary adjustment is attached.

Total Credit.....($ 89,504.00)

This scope has been issued for pricing approval only. A change order will be issued to the contractor upon issuance of an executed Lease Amendment.

Should you have any questions concerning this information please contact me directly.

Respectfully,

(b) (6) [redacted]

Michael Cunningham
Vice President Cunningham Development

Cc: Donald Wetzel; Cynthia Schneider ; Joel Trueblood; Robert Manns

GS-09P-LCA03197
Lease Amendment 19
Exhibit A, Page 1 of 8

INITIALS

GOV'T	LESSOR

GSA ROSEVILLE FIELD OFFICE
ROSEVILLE, CALIFORNIA
WALSH CONSTRUCTION II

FURNITURE CONTRACT BREAKDOWN

Based on Consolidated Furniture Vendor Plans dated 4-8-2016

5/25/2016

SUBCONTRACTOR NAME	COST
KIMBALL	(b) (4) [redacted]
TEKNION	
SPACESAVER	
WRIGHTLINE	
LIFE FITNESS	
SUBCONTRACTOR TOTAL	
GENERAL CONDITIONS (PER Lease Amendment 7)	
OH&P PER (PER Lease Amendment 7)	
BOND [redacted] % (PER Lease Amendment 7)	
INSURANCE [redacted] (b) (4) (PER Lease Amendment 7)	
GENERAL CONTRACTOR TOTAL	
INTEREST	
Legal, Accounting andother direct costs	
LESSOR MARKUP	
LESSOR TOTAL	
Procurement Coord. & Construction Admin. (Lohan Anderson)	
Permit Drawings - City of Roseville	
GRAND TOTAL	**$4,342,250**

Change Order FC001	$6,415
Change Order FC002	$3,109
Change Order FC003	($89,504)
NEW GRAND TOTAL	**$4,262,270**

GS-09P-LCA03P97
Lease Amendment 19,
Exhibit B

INITIALS

GOV'T	LESSOR

C H A N G E I T E M R E Q U E S T

Walsh Construction Company II, LLC

Main Office:	Jobsite:
929 W Adams Street Chicago, IL 60607 PH: 312-563-5400 FX: 312-492-0601	2201 Freedom Way Roseville CA 95678 PH: FX:

Project Name: **GSA Field Office Cabling & Furniture Contract**

Contractor Project No.: **215108**

Owner Contract No.:

From:

To: - Walsh Construction Company II, LLC
CW FBI Sacramento LLC

PCI No.: **5003**

Revision No.: **0**

OCO No.:

Date: May 2, 2016

cc: PCI File

Contractor proposes to complete the work as described below in accordance with its Contract Agreement. It is estimated that the described work shall necessitate **0** calendar days be added to the current project schedule. The Requested Total Dollars is for the direct cost associated with this Change Item Request (unless specifically noted otherwise).

A response is requested by end of day **May 14, 2016**

Scope Of Work:

Final Furniture Design as of April 2016: This PCI is submitted to adjust Furniture contract amount for scope changes between November 2015 and April 2016 Furniture Design. Furniture Vendors revised their pricing to Walsh Construction.
-Credits from Kimball Office, Teknion and Spacesaver due to the reduction in scope.
-Wrightline cost was increased due to the added tech benches in rooms 128, 143, 239,367
-No changes in Life Fitness scope and cost
-This total credit to GSA also includes credit in Walsh OH&P, bond and insurance cost.

REQUESTED TOTAL DAYS: **0**

REQUESTED TOTAL DOLLARS: **CREDIT ($89,504.00)**

Impacted Sub-Contractor(s):

Qualifications:

1. Unless specifically noted otherwise in the detailed breakdown, the following items are excluded:
   a. Costs associated with Winter Conditions.
   b. Costs for Permits.
   c. Costs for Testing (identified in Contract as by Owner).
   d. Premium Time Labor, Acceleration, and Extended General Conditions.
   e. Costs for Indirect and Impacted scope.
2. A timely response is requested by the date noted above. Lack of a timely response may cause this REQUEST to be voided (whereby Contractor shall proceed with Base Contract scope) or REQUEST may be subject to re-pricing and re-evaluation of schedule impact.
3. "UNITS", "QTY", and "UNIT COST" noted in the detailed cost breakdown are for estimating purposes only and shall not imply a T&M proposal. Proposals, or portions thereof, which have been submitted or approved as T&M, shall be specifically noted as such.

Attachments:

Provide direction below and execute for the above scope of work and corresponding estimate for cost and schedule impact.

NO WORK SHALL PROCEED UNTIL DIRECTION IS PROVIDED AND REQUEST EXECUTED.

Prepared By:
X BARIS GOCMEN
Walsh Construction Company II, LLC -

Reviewed By:
X BARIS GOCMEN
Walsh Construction Company II, LLC -

Response (check one):

- [ ] 1 **PROCEED** as quoted
- [ ] 2 **DO NOT PROCEED** and void PCI
- [ ] 3 **REVISE & RE-SUBMIT** as noted. Do not proceed.

Responded By:
X
-

DATE:

GSEQP-LCAE397
Lease Amendment 14
Exhibit A, Page 2 of 8

INITIALS

GOVT	LESSOR

C H A N G E I T E M R E Q U E S T

Project Name:	**GSA Field Office Cabling & Furniture Contract**	PCI No.:	**5003**
Contractor Project No.:	**215108**	Revision No.:	**0**
Owner Contract No.:		OCO No.:	

DETAILED COST BREAKDOWN

ITEM DESCRIPTION	UNITS	QTY.	UNIT COST	EXTEND	TOTALS
SUBCONTRACTED					
Subcontactor or Vendor Not Selected					
Final Furniture Design as of April 2016	LS	0.00	$0.00	($89,504.00)	
Subcontracted Subtotal					($89,504.00)
PCI Subtotal					($89,504.00)
PCI GRAND TOTAL					**($89,504.00)**

AS-09P-LOH03.197
Lease Amendment 14
Exhibit A, Page 3 of 8

INITIALS

GOV'T	LESSOR

(b) (6) [redacted]

From: (b) (6) [redacted]
Sent: Wednesday, April 6, 2016 10:49 AM
To: (b) (6) [redacted] (b) (6) [redacted]
Cc: Joel Trueblood - 9P1PRC; (b) (6) [redacted] (b) (6) [redacted]
Subject: Final BOM and Drawings - Sacramento Furniture Vendors

(b) (6) [redacted]

I have reviewed the following final drawings and BOMs.

1. Kimball
2. Teknion
3. Life Fitness
4. SpaceSaver
5. Wrightline

Please use this email as my approval for the above furniture vendor's final drawings and BOMs. Bob please provide your approval and request that we proceed to the procurement phase and issue a consolidated set of furniture layout drawings.

Thank you

(b) (6) [redacted]

Lease Amendment
Exhibit H, Page 4 of 6
INITIALS
GOV'T | LESSOR

(b) (5), (b) (7) (a)(e)(f) - LEASE AMENDMENT NO. 19 - EXHIBIT A - REVISED FURNITURE DRAWINGS - 4 PAGES

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 20 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Paragraph **1.03 A. RENT AND OTHER CONSIDERATION** is hereby deleted in its entirety and substituted therefore:

1.03 A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM ANNUAL RENT	ANNUAL RATE/RSF
Shell Rent	(b) (4) [redacted]	
Tenant Improvements Rent		
Operating Costs		
Building Specific Security		
TOTAL ANNUAL RENT	**$5,525,016.84**	**$46.26**

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LE(b) (6) [redacted]

Signature:
Name: William L. Cunningham - Lorso President
Title: Cunningham Development Company, Inc. Mgr
Entity Name: CW FBI SACRAMENTO, LLC.
Date: 8-31-2016

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: Ed Johnson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9/1/16

WITNESSED (b) (6) [redacted]

Signature:
Name: Gary Schoeppner
Title: Director of Operations
Date: 8/31/16

(b) (5), (b) (7) (a)(e)(f) - LEASE AMENDMENT NO. 20 - EXHIBIT E-1 - UPGRADES - 1 PAGE

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 21 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Pursuant to the General Clause Paragraph 30, Changes, the following change orders are approved and a notice to proceed is hereby given to the Lessor.

Change Order 5047 – (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order 5058a

Change Order 5058c

Change Order 5062 -

Change Order 5073 –

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6) [redacted]

Signature:
Name: William L. Cunningham-Cordo, Pres.
Title: Cunningham Development Company, Inc., mgr
Entity Name: CW FBI Sacramento, LLC.
Date: 8.9.2016

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: E. Solmon
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 8/11/16

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Signature:
Name: Mike Cunningham
Title: V.P. Cunningham Dev. Co. INC.
Date: 8-9-2016

Change Order # 5074 (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order 5075 – [redacted]

Change Order 5076 – [redacted]

Change Order 5077 – [redacted]

Change Order 5079c [redacted]

Change Order 5080 - (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order 5081 - (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order 5082 – (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order 5084 - (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order 5089 - (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order FC004 - (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order FC005 - (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change Order FC006 – (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

-Remainder of page intentionally left blank-

INITIALS: _____ LESSOR & _____ GOV'T

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 22 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento, LLC.

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Pursuant to GSA Lease GS-09P-LCA03197 and all Supplemental Lease Agreements, the space is accepted as substantially complete.

LEASE TERM

TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on September 1st, 2016 through August 31st, 2036. 20 Year Term, 20 Years Firm.

1.01 THE PREMISES

The Premises are described as follows:

Office and Related Space: 119,434 rentable square feet (RSF), yielding 108,576 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space, based upon a common area factor of 1.10 percent, located on the 3 floor(s) and known as the entire space of the Building. The Building, Office and Related Space shall be solely occupied by the Tenant.

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6) [redacted]

Signature:
Name: William L. Cunningham - Chairman, Pres.
Title: Cunningham Development Company, Inc., Mgr
Entity Name: CW FBI Sacramento, LLC.
Date: 9-1-2016

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: Eric Johnson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9/1/16

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Signature:
Name: Gary Schoeppner
Title: Director of Operations
Date: 9/01/16

Paragraph **1.03 A. RENT AND OTHER CONSIDERATION** is hereby deleted in its entirety and substituted therefore:

1.03 A. The Government shall pay the Lessor annual rent as follows:

September 1, 2016 – October 31, 2016 – FREE RENT PERIOD
November 1, 2016 – August 31st, 2036 – Annual rent in the amount of $5,525,016.84, payable in arrears in monthly installments of $460,418.07.

Rent for a lesser period will be prorated.

	FIRM TERM	
	ANNUAL RENT	ANNUAL RENT/RSF
SHELL RENT	(b) (4) [redacted]	
TENANT IMPROVEMENTS RENT		
OPERATING COSTS		
BUILDING SPECIFIC SECURITY		
TOTAL ANNUAL RENT	**$5,525,016.84**	**$46.26**

Rent Checks shall be payable to:
CW FBI Sacramento LLC
75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)

As of the lease award date, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 100 percent.

The real estate tax base, as defined in the Real Estate Tax Adjustment clause of the Lease is $(b) (4) [redacted]

Paragraph 1.12 is deleted in its entirety and substituted therefore:

1.12 OPERATING COST BASE (AUG 2011)

A.1 A base rate of $(b) (4) [redacted] per rsf is set for operating rent.

(b) (4) [redacted]

A.3. In no event shall the base rate for Operating Rent be set or adjusted below a base rate of rate of $(b) (4) [redacted] per rsf or above a base rate of $(b) (4) [redacted]

A.4 In no event shall the annual rent be lower than $5,148,799.79 or $43.11 per rsf, except for incremental CPI adjustments on Operating Costs.

INITIALS: LESSOR & GOVT

Notwithstanding the above, Paragraph 2.09 Operating Costs Adjustment of the lease shall apply.

1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 2011)

In accordance with the section entitled "Adjustment for Vacant Premises." If the Government fails to occupy of vacate the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by $[redacted] (b) (4) per ABOA SF of space vacated by the Government.

1.14 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rate shall apply in the application of the clause titled "Overtime HVAC Usage"

- $63.00 per hour for the Office Building.
- $21.00 per hour for Annex Building.

1.15 24-HOUR HVAC REQUIREMENT (AUG 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of $0.00 per ABOA SF of the area receiving the 25-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides the service to other tenants in the Building at no additional charge.

-Remainder of page intentionally left blank-

INITIALS: LESSOR & GOV'T

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 23 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: 0036324

THIS AMENDMENT is made and entered into between

CW FBI Sacramento, LLC.

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

The Lessor shall submit for Lump Sum payment an original and one copy of the invoice(s). The Original Invoice(s), in the amount not to exceed **$2,457,162.56** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov.

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at:
GSA, Real Estate Division
Attention: Eric Johnson
50 United Nation Plaza

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LE (b) (6) [redacted]

Signature:
Name: William L. Cunningham - Corso, President
Title: Cunningham Development Company Inc. mgr
Entity Name: CW FBI Sacramento, LLC.
Date: 9.20.2016

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: Eric Johnson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9/21/16

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Signature:
Name: Gary Schoeppner
Title: Director of Bus Operations
Date: 9/20/16

2nd Floor, Suite 2265
San Francisco, CA 94102

A proper invoice must include the following:

- -Invoice date
- -Name of the Lessor as shown on the Lease
- -Lease contract number, building address, and a description, price and quantity of the items delivered
- - Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

-Remainder of page intentionally left blank-

INITIALS: _____ & _____
LESSOR GOV'T

CW FBI Sacramento LLC

INVOICE

September 19, 2016

TO: Eric Johnson
Lease Contracting Officer
50 United Nations Plaza
2nd Floor, Suite 2265
San Francisco, CA 94102

GSA LEASE: GS-09P-LCA03197

PDN: 0036324

Lease Amendment 23:

TOTAL:

$2,457,162.44

CW FBI Sacramento LLC
75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 24 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento, LLC.

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Pursuant to paragraph 7.05, Lease Amendment 20, **$362,928.97** of the $400,000 credit has been hereby used by the Government for the Change Orders approved in Lease Amendment Number 17 and 21. Lessor may immediately use said funds and government authorizes use of same. The balance remaining for Government use is **$37,071.03**. Remaining funds will be available for the first five years of the lease term.

-Remainder of page intentionally left blank-

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE (b) (6) [redacted]

Signature [redacted]
Name: William L. Cunningham Corso, Pres.
Title: Cunningham Development Company, Inc.
Entity Name: Manager, CW FBI Sacramento, LLC.
Date: 12/6/2016

FOR THE (b) (6) [redacted]

Signature: [redacted]
Name: James Phill Gosian
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 12/8/2016

WITNESS (b) (6) [redacted]

Signature: [redacted]
Name: Wendel J. Kleinick
Title: Business Coordinator
Date: 12/6/16

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 25 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento, LLC.

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Pursuant to the General Clause Paragraph 30, Changes, the following change orders are approved and a notice to proceed is hereby given to the Lessor.

Change Order 5058 b (b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]

Change order 5065 – [redacted]

Change Order 5088 – [redacted]

Change Order 5090 – [redacted]

Change Order 5091 – [redacted]

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LE (b) (6) [redacted]

Signature:
Name: WILLIAM L. CUNNINGHAM - COESO, Pres.
Title: CUNNINGHAM Development Company, Inc. Mgr.
Entity Name: CW FBI SACRAMENTO, LLC
Date: 12/12/2016

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: James Phillipossian
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 12/20/2016

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Signature:
Name: Gary Schoeppner
Title: Director of Bus Ops
Date: 12/12/16

Change Order 5092	(b) (4), (b) (5), (b) (7) (a)(e)(f) [redacted]
Change Order 5093	
Change Order 5094	
Change Order 5095	
Change Order 5096	
Change Order 5097	
Change Order 5098	
Change Order 5099	
Change Order 5100	
Change Order FC07	
Change Order FC08	
Change Order FC09	
Change Order FC11	
Change Order FC12	

-Remainder of page intentionally left blank-

INITIALS: _____ LESSOR & _____ GOV'T

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 26 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento, LLC.

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Pursuant to paragraph 7.05, Lease Amendment 20, **$37,071.03** of the REMAINING credit has been hereby used by the Government for partial payment for the Change Orders approved in Lease Amendment Number 25. Lessor may immediately use said funds and government authorizes use of same. The balance remaining for Government use is **$.00.**

-Remainder of page intentionally left blank-

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS (b) (6) [redacted] their names as of the below date.

FOR THE LE [redacted]

Signature:
Name: William C. Cunningham-Cerso, President
Title: Cunningham Development Company, Inc, Mgr.
Entity Name: CW FBI Sacramento, LLC.
Date: 12/12/16

FOR THE GO (b) (6) [redacted]

Signature:
Name: James Phillipsian
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 12/20/2016

WITNESSED FOR THE LESSOR BY: (b) (6) [redacted]

Signature:
Name: Gary Schneppman
Title: Director of Bus Ops.
Date: 12/12/16

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 27 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: PS0037157

THIS AMENDMENT is made and entered into between

CW FBI Sacramento, LLC.

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

The Lessor shall submit for Lump Sum payment an original and one copy of the invoice(s). The Original Invoice(s), in the amount not to exceed **$226,869.63** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively, the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov.

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:
GSA, Real Estate Division
Attention: James Philliposian
50 United Nations Plaza
2nd Floor, Suite 2240
San Francisco, CA 94102

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

(b) (6) [redacted]

FOR THE LESSOR

Signature:
Name: WILLIAM L. CUNNINGHAM - CORPO PRES.
Title: CUNNINGHAM DEVELOPMENT COMPANY, INC, MGR
Entity Name: CW FBI SACRAMENTO, LLC.
Date: 12/15/2016

(b) (6) [redacted]

FOR THE GOVERNMENT

Signature:
Name: James Philliposian
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 12/20/2016

(b) (6) [redacted]

WITNESS

Signature:
Name: Wendie S. Kleman
Title: Business Coordinator
Date: 12/15/16

A proper invoice must include the following:

-Invoice date
-Name of the Lessor as shown on the Lease
-Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA **PS0037157**

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

-Remainder of page intentionally left blank-

INITIALS: _____ LESSOR & _____ GOV'T

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 28 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento, LLC.

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Pursuant to Paragraph 6.17 Landscaping, attached is the final landscape design and plant list approved by the Contracting Officer. Due to City of Roseville Landscape and water restrictions, the attached plans and plant list differ from the plans approved in the final proposal submitted by the Lessor. Exhibit A, pages 1-4 attached (contract drawings L-101, L-102, L-103, L-104).

POR Paragraph 7.5.C is amended as follows:

(b) (5), (b) (7) (a)(e)(f)

[redacted]

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6) [redacted]

Signature:
Name: William L. Cunningham-Cocso, Pres.
Title: Cunningham Development Company, Inc. mgr.,
Entity Name: CW FBI Sacramento, LLC.
Date: 1/3/2017

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: James Phillipsen
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 1/10/2017

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Signature:
Name: Gary Schoeppner
Title: Director of Operations
Date: 01/03/17

(b) (5), (b) (7) (a)(e)(f)

[redacted]

POR Paragraph 7.19.C.3 and 7.19.C.6 are hereby deleted in their entirety.

POR Paragraph 15.13.63 Special Architectural – is hereby deleted in its entirety.

(b) (4), (b) (5), (b) (7) (a)(e)(f)

[redacted]

Pursuant to Lease Amendment 20, additional Building Upgrades as shown on Exhibit E, attached hereto, have been provided and accepted by the Government as indicated.

-Remainder of page intentionally left blank-

INITIALS: _____ LESSOR & _____ GOV'T

(b) (5), (b) (7) (a)(e)(f) - LEASE AMENDMENT NO. 28 - EXHIBIT A - LANDSCAPE DESIGN PLANS - 4 PAGES

(b) (5), (b) (7) (a)(e)(f) - LEASE AMENDMENT NO. 28 - EXHIBIT E - ADDITIONAL BUILDING UPGRADE LIST - 1 PAGE

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 29 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI 2001 Freedom Way Roseville, CA 95678	PDN Number:

THIS AMENDMENT is made and entered into between

CW FBI Sacramento, LLC

whose address is: 75 Malaga Cove Plaza, Suite 16
Palos Verdes Estates, CA 90274

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease to clarify certain Lease Language.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Paragraph 7.03 is hereby added to the lease:

"7.03 Construction of a (b) (7)(F) [redacted]**:**

A. **Scope:** (b) (7)(F) [redacted] per the Government provided drawing titled (b) (7)(F) [redacted] Pursuant to Paragraph 3.32 Floor Covering and Perimeters, the Lease Contracting Officer hereby approves installation of (b) (7)(F) [redacted] at no cost to the Government

B. **Notice to Proceed**: The Government hereby issues a Notice to Proceed with the scope as described in Exhibit A. Upon completion and acceptance by the Lease Contracting Officer, the Lessor shall invoice for the total of $82,621.00.

C. **Schedule:** The work will be completed in 60 working days after the Notice to Proceed has been issued by the government. The schedule assumes that the work can be performed without interruption Mondays through Fridays

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR (b) (6) [redacted]

Signature:
Name: William L. Cunningham-Corso, Pres.
Title: Cunningham Development Company Inc., Mgr
Entity Name: CW FBI Sacramento, LLC
Date: April 20, 2017

FOR THE GOVERNMENT:

(b) (6) [redacted]

Signature:
Name: James Phillipsian
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 4/20/2017

WITNESSED FOR THE LESSOR BY: (b) (6) [redacted]

Signature:
Name: Gary Schlepper
Title: Director of Operations
Date: 4/20/17

from 6 AM through 5 PM; and that there will be fully escorted access at all times during the work. Each day of work lost due to interruptions to the schedule caused by the GSA and/or the FBI due to lack of access, interference or design changes shall extend the schedule date accordingly.

D. No Fire Life Safety changes or improvements are included in the work scope. Any tests, reports, inspections, plans, changes and or improvements to the Fire Life Safety equipment or systems required by the City of Roseville, NFPA, or the Government shall result in a change order from the Government.

E. **Payment:** The Lessor shall submit for Lump Sum payment an original and one copy of the invoice(s). The Original Invoice(s), in the amount not to exceed $82,621.00 shall be submitted to via the GSA Finance website at https://finance3.gsa.gov/webVendors/.

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at: james.philliposian@gsa.gov

In order to ensure payment, a proper invoice **MUST** include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number: The Government will provide this number to Lessor prior to the completion of construction"

All other terms and conditions shall remain in full force and effect.

INITIALS: _____ LESSOR & _____ GOV'T

(b) (5), (b) (7) (a)(e)(f) - LEASE AMENDMENT NO. 29 - EXHIBIT A - PARTIAL FLOOR PLAN - 1 PAGE