

STATE OF UTAH ADVERTISEMENT FOR SPACE

The State of Utah, Division of Facilities Construction and Management, requests all persons interested in leasing office space to the State of Utah to submit a proposal **by 2:00 p.m., Wednesday, June 1, 2016** in a **sealed** envelope. **Also, please make sure the envelope has the following information: Proposal No. 161201, DFCM Real Estate, and Real Estate Specialist's Name.** Specifications and forms for submitting proposals are available upon request at the Division of Facilities Construction and Management. If you plan on hand delivering proposals please allow enough time for delivery prior to the deadline since parking on Capitol Hill can sometimes be limited.

PROJECT NUMBER: 161201

Type of Space Required:	Office space for the Utah State Office of Rehabilitation
Location:	Kaysville/Farmington area of Davis County, Utah.
Initial Lease Term:	Five (5) Years
Renewal Options:	Option to renew or extend the term for five (5) years. Additional five year renewals thereafter.
Amount of Rentable Space Required:	Approximately 5,700 square feet
Occupancy Date:	No later than January 1, 2017

Minimum On-Site Parking Required

Sixteen employee parking stalls and an additional 14 public parking stalls. In addition, six (6) ADA designated parking stalls will be required. Preference will be given if parking stalls are all on-site with no public roadway or right-of-way separating the parking area from the building access.

Public Transportation

Desired location is within 1-2 blocks proximity of public transportation.

Security Requirements

Security shall be such that public access to staff is controlled and Department property, especially computer equipment and confidential recipient files, are safeguarded by means of a secure door. All staff and equipment are to be behind a locked security door. The staff goes to a reception area to greet customers and escort them to an interview room separate from the rest of the work area. The receptionist shall also be secured behind glass with a document pass through.

Services Required THE STATE IS REQUESTING A FULL SERVICE LEASE.

"Full Services Lease" is defined for this document as a lease in which the owner or Landlord is to be responsible for 1) all roof and structural repairs, wind damage, and glass breakage; 2) providing full service repair and maintenance of heating and air conditioning equipment; 3) all plumbing repairs or maintenance; 4) insurance costs and taxes; 5) providing ground maintenance and snow removal; 6) full janitorial services (see Technical Requirements); and 7) all utilities expense.

QUESTIONS REGARDING THIS PROJECT CAN BE DIRECTED TO:

Tom Shaw
Commercial Real Estate Manager
Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114

Telephone: (801) 538-3322
Fax No.: (801) 538-3267

To aid in proposal development, tours of existing USOR facilities may be provided upon request.

Internet Copy: <http://www.dfcu.utah.gov/2012-12-04-17-41-22.html>

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**REQUEST FOR PROPOSALS
REQUIREMENTS OF THE PROPOSALS**

PROJECT NUMBER: DFCM 161201
PROJECT NAME: USOR Davis County

PROCUREMENT PROCESS

This proposal is being requested by the Division of Facilities Construction and Management on behalf of the Utah State Office of Rehabilitation. The office space will be used by the Division of Rehabilitation Services (DRS). The mission of the Utah State Office of Rehabilitation is to assist individuals with disabilities to prepare for and obtain employment and increase their independence.

DEFINITIONS:

"Rentable Space" shall be computed by measuring to the inside finished surface of the dominant portion of the permanent outer building wall, excluding any major vertical penetrations of the floor. No deductions shall be made for columns and projections necessary to the building. The Rentable Area of an office on the floor shall be computed by multiplying the Usable area of that office by the quotient of the division of the Rentable Area of the floor by the Usable Area of the floor. ANSI/BOMA Z.65.1-1996 (American National Standards Institute, Inc.).

"Usable Space" shall be computed by measuring to the finished surface of the office side of the corridor and other permanent walls, to the center of partitions that separate the office from adjoining Usable Areas, and to the inside finished surface of the dominant portion of the permanent outer building walls. (ANSI/BOMA Z65.1-1996 (American National Standards Institute, Inc.).

Unless specified to the contrary, whenever such words as **"provide," "furnish," "submit," or "required"** appear in these schedules without specific reference to any party, it shall be understood that the Landlord, rather than the State, is responsible for meeting the requirement of the specification.

Whenever the words **"approval," "prior approval," and "judgment"** are included without reference to any party, it shall be understood that the Division of Facilities Construction and Management, rather than the Landlord, is responsible for the action.

DFCM means the Division of Facilities Construction and Management, a division of the Department of Administrative Services.

"Partial Service Lease" is defined for this document as a lease in which part of the items of services indicated in " " above, will be provided. **ITEMS NOT INCLUDED MUST BE LISTED IN PARAGRAPH 14, OF THE SUBMITTAL FORM.**

QUESTIONS REGARDING THIS PROJECT SHOULD BE DIRECTED TO:

Tom Shaw
Commercial Real Estate Manager
Division of Facilities Construction and Management
State Office Building, Suite 4110
Salt Lake City, Utah 84114
Telephone: (801) 538-3322
Fax No.: (801) 538-3267
tashaw@utah.gov

PROPOSALS DUE:

1. **Sealed** Proposals will be accepted by 2:00 p.m., **Wednesday, June 1, 2016** in a **sealed** envelope. At the time of the opening of proposals the firms or companies submitting the proposal and the location of the proposed facility will be recorded. If you plan on hand delivering proposals please allow enough time for delivery prior to the deadline since parking on Capitol Hill can sometimes be limited.

Also, please make sure the envelope has the following information: Proposal No. 161201, DFCM Real Estate, and Real Estate Specialist's Name.

Please submit proposals to:

Tom Shaw
Commercial Real Estate Manager
Division of Facilities Construction and Management
State Office Building, Suite 4110
Salt Lake City, Utah 84114

2. If the proposal is for a facility which will be "Build to Suit" then the Proposal shall comply with the Technical Requirements for a "Build to Suit" of this Request for Proposal. If the Proposal is for an existing facility the Proposal shall comply with the Technical Requirements for "Existing Facility" of this Request for Proposal.
3. Proposals shall be submitted in two phases. Please use the attached OFFEROR/LANDLORD PROPOSAL cover pages or one of your own following the same format for submitting your proposal. The Initial Proposal shall comply with the following requirements:

INITIAL PROPOSAL REQUIREMENTS

GENERAL:

Each Proposer shall submit one (1) original and two (2) copies in a **sealed envelope** of the Initial Proposal. Proposal narrative descriptions shall be of sufficient detail to permit the conceptual understanding of the proposal.

QUALIFICATIONS:

Identify the Proposer's team members. Include the name, address, phone and fax numbers for each team member, as well as an organizational chart showing the relationship of the team with DFCM and the Owner. Include the qualifications and experience of each team member. The team members shall include the Owner, Developer, Architects, Engineers, Consultants and Potential Contractors. Developer's team members shall be available to DFCM as needed throughout the project.

Demonstrate the capabilities of the Proposer to obtain financing and explain the anticipated approach which will be used for financing on this project.

NARRATIVE DESCRIPTION REQUIREMENTS:

Include an explanation of any deviation from the RFP, whether they enhance or detract from the RFP Requirements including the Technical Requirements.

Site

Identify the site location. Include a vicinity plan and site sketch. State current zoning. Identify the current owner of the property and if property is not currently owned by Proposer, then how the property will be obtained. Include a narrative description of the property as it currently exists. Note any conditions that would complicate the development of the project.

Design Concept

Provide a general narrative description of the building exterior, interior, structural, mechanical and electrical systems. Describe general site and landscape development features. Describe any energy, "green" or water saving features included in this proposal.

SCHEDULE:

The Proposer shall provide an anticipated design, construction schedule and occupancy date.

COST PROPOSAL:

Include the anticipated lease rate and estimate of total cost of the project.

The proposals which, after preliminary evaluation, are determined to be most advantageous to the State shall be required to prepare a Final Proposal. The Final Proposal shall comply with the following requirements:

FINAL PROPOSAL REQUIREMENTS

GENERAL:

Each Proposer shall submit **three (3)** copies in a **sealed envelope** of the Final Proposal.

Identify any changes to proposer's team members. Respond to any questions from selection team members.

Identify plan of financing and extent to which financing commitments are in place. Include a date for construction financing commitment.

Proposal drawings and narrative descriptions shall be of sufficient detail, dimensions, and notes to permit the preparation of the proposal. (The submittal should be comparable to a partial Schematic Design proposal which responds to all information in the RFP.)

All requested drawings shall not exceed 24" x 36" in size. Color shall not be used on any drawing. Provide a 6" x 3" title block on the lower right corner of each drawing; include project name, project number, Proposer / Team name, graphic scale and north arrows if applicable.

Narrative systems descriptions shall be printed double sided and bound.

NARRATIVE SYSTEMS DESCRIPTIONS REQUIREMENTS:

Expand the following Phase 1 systems descriptions. Include an explanation of any deviation from the RFP, whether they enhance or detract from the program.

Zoning and Code Analysis

State current zoning and pertinent requirements. For code analysis use "DFCM Design Manual".

Exterior Building Enclosure

Wall system, doors and windows, roof system, insulation, screening for mechanical equipment, acoustical treatment, structural system, energy savings features and all other systems for complete enclosure. Describe any other "green" features.

Interior Systems

Walls, doors, windows interior, all finishes, ceiling systems, all floor covering systems, window sills, window coverings, and window treatments, all equipment, casework, door hardware, signage systems, acoustical treatment, energy savings features and all other systems for the complete project. Describe any other "green" features.

Structural Systems

Frame type, footing type and description, structural fill proposal, lateral resistance system, deck system, design loads, and general structural information as required.

Mechanical Systems

HVAC and plumbing systems, energy and water saving features, complete system description, zone descriptions and control, fire sprinkling systems.

Electrical Systems

Complete system, lighting, day lighting, main power & distribution, telecommunications, distribution, energy saving features, and security system.

Site Construction and Landscaping Systems

Complete paving systems (vehicular and pedestrian), landscaping, storm drainage, site lighting, landscape irrigation, berming, landscape features, exterior signage, integration with existing areas and systems not disturbed. Present information concerning complete site utility systems including, storm drains, gas, power, sewer, and water. Describe any other "green" features.

DRAWINGS:

Include the following drawings:

Site Design

Site Plans (scale as appropriate) Show proposed fence lines and major dimensions, property boundaries, location of buildings, dumpster, walks, parking and site access, open spaces, accessible exterior route and accessible parking spaces. Indicate master planned facilities, proposed developments, and set backs. Indicate surface drainage, landscape, relationship to existing developments and existing roads, walks and public transportation. Indicate utility layout, electrical distribution, water mains and other related utility features. This sheet shall contain tabulations of site and building areas and open spaces.

Facility Design

Floor plan - Architectural - (Scale: 1/8" = 1'-0" minimum)

Show all required rooms with names and typical room dimensions, plumbing fixtures, cabinetry, windows, door swings and equipment locations. Show overall building dimensions. This sheet shall contain tabulations of rentable and usable floor areas.

Floor plan - Structural - (Scale: 1/8" = 1'-0" minimum)

Indicate structural framing system.

Floor plan - Mechanical - (Scale: 1/16" = 1'-0" minimum)

To be included on same sheet as Mechanical

Provide one line diagram of HVAC system. Show building zones. This sheet shall contain building envelope R-values.

Floor plan - Electrical - (Scale: 1/16" = 1'-0" minimum)

To be included on same sheet as Mechanical

Provide one line power distribution system. Indicate telecommunication distribution.

Typical Exterior Elevation & Building Section

(Scale: 1/8" = 1'-0" minimum)

Indicate materials, window types and major dimensions.

Typical Exterior Wall Section - (Scale: 2" = 1'-0" minimum)

Indicate general construction and structure including foundation, floors, wall and roof design and materials, including framing, insulation, vertical dimensions and ceiling heights. Indicate typical assembly details of any proposed pre-engineered or modular systems components, including a narrative on construction method.

Perspective or Isometric - (Optional)

SCHEDULE:

The Proposer shall provide a complete schedule for the total project using a critical path method. Include key dates, design periods, approval periods, bid periods, bid dates, construction sequencing for all trades, DFCM review periods (2 weeks for each submittal), and all time required for the completion of the total project. Include an occupancy date.

COST PROPOSAL:

Annual Lease Rate (Cost per square foot per year)

Describe how any increase in the lease costs due to the operations and maintenance costs will be calculated. If a base year is used what the base year will be. If an expense stop is used state the amount per square foot.

If other, please specify what kind.

Identify the purchase option price for each of the first five years.

EVALUATION OF OFFERS:

An analysis and evaluation of all proposals submitted will be made to determine the most reasonable offer possible for the initial term and any renewal periods. The Initial Proposal shall be evaluated independently from the Final Proposal. In determining which offer will be most advantageous to the State, the Selection Committee shall consider all the following factors:

Evaluation of Initial Proposal:	
Team Qualifications	15 points
Site	15 points
Design	10 points
Lease rate/total project costs	30 points
Completion time	15 points
Compliance with requirements to RFP	<u>15 points</u>
	100 points
Evaluation of Final Proposal:	
Team Qualifications	15 points
Site	15 points
Design	10 points
Lease rate/total project costs	30 points
Completion time	15 points
Compliance with requirements to RFP	<u>15 points</u>
	100 points

RIGHT OF REJECTION OF PROPOSALS:

The Division of Facilities Construction and Management reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the best interest of the state.

STATE'S OPTION TO TERMINATE THE LEASE:

THE STATE CANNOT CONTRACT FOR PAYMENT OF FUNDS NOT YET PROVIDED BY THE UTAH STATE LEGISLATURE AND MUST RESERVE THE RIGHT AND OPTION TO TERMINATE LEASES IF THE SPACE REQUIREMENTS OF THE LEASE ARE ALTERED BY A FEDERAL ACT OR AN ACT OF THE UTAH STATE LEGISLATURE OCCURRING BEFORE THE EXPIRATION OF A SPECIFIED LEASE. THE STATE, THEREFORE, RESERVES THE RIGHT FOR THE ABOVE REASONS TO TERMINATE THE LEASE CONTRACT BY GIVING SIXTY (60) DAYS NOTICE IN THE MANNER AS HERETOFORE STATED IN ALL LEASE AGREEMENTS.

LEASE AGREEMENT:

A standard lease agreement has been prepared for use by the Division of Facilities Construction and Management and shall be the only form used (copy attached). Specifically define any significant deviation to the lease you may require. The Landlord, agency and staff of DFCM shall be involved in the preparation of the final written lease agreement.

All rental payments under the lease will be made by the State on a calendar month basis, beginning with the first calendar month of the lease term. If the State elects to make rental payments quarterly or annually in advance, the rental rate may be reduced by a negotiated percentage.

Rental shall not be paid by the State until the entire premises are substantially complete. The State reserves the right to determine when the space is substantially complete.

The Lease Agreement may contain a Time of Completion and Delay Remedy clause which will require the payment of liquidated damages in the event the project is not substantially completed timely. The amount of liquidated damages shall be determined during lease negotiations.

SITE:

It is not required that the offeror actually own the real property for the proposed site, but the offeror must be able to legally fulfill the terms of the offer through an appropriate arrangement with the owner(s) of the proposed site.

The offeror shall obtain all clearances and permits required by the local planning authorities.

FINANCING:

The State reserves the option to terminate the Lease Agreement or to disqualify a selected Proposer in the event that financing for the project is not obtained in sufficient time for the occupancy date to have been met.

APPROVAL OF CONSTRUCTION:

THE LANDLORD SHALL NOT PROCEED WITH CONSTRUCTION UNTIL THE APPROPRIATE PLAN AND SPECIFICATION APPROVALS HAVE BEEN SECURED FROM THE STATE DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT AND ALL REQUIRED BUILDING PERMITS OBTAINED. CHANGE ORDERS MUST BE APPROVED IN ADVANCE IN WRITING BY DFCM.

A.D.A.A.G.

In compliance with the Americans with Disabilities Act, Individuals needing special accommodations to submit a proposal should notify the Division of Facilities Construction and Management, telephone 801-538-3017, at least 36 hours prior to the time special accommodations will be required.

DISPUTE RESOLUTION SECTION:

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The following dispute resolution procedures shall apply for any disputes initiated by the Landlord and these provisions are incorporated by reference in the Lease Agreement:

1. PROCEDURE FOR PRELIMINARY RESOLUTION EFFORTS.

- a. REQUEST FOR PRELIMINARY RESOLUTION EFFORT (PRE).** A Landlord raising an issue related to a breach of this Lease Agreement or an issue concerning time or money shall file a PRE as a prerequisite for any consideration of the issue by the Division of Facilities Construction and Management (“DFCM” or “Tenant”). The labeling of the notice or request shall not preclude the consideration of the issue by the DFCM.
- b. TIME FOR FILING.** The PRE must be filed in writing with the DFCM Real Estate Section Manager (DFCM Manager) within twenty-one (21) days after Landlord knew or should have known of an event for initiating the Pre. This shall not eliminate any right of the Tenant to the cure period as described in the Lease Agreement.
- c. CONTENT REQUIREMENT.** The PRE shall be required to include in writing to the extent information is reasonably available at the time of such filing:

 - (1) a description of the issue;
 - (2) the potential impact on cost and time or other breach of the lease; and
 - (3) an indication of the relief sought.
- d. SUPPLEMENTATION.** Additional detail of the content requirement above shall be provided later if the detail is not yet available at the initial filing as follows:

 - (1) While the issue is continuing or the impact is being determined, the Landlord shall provide a written updated status report every 30 days or as otherwise reasonably requested by the DFCM Manager; and
 - (2) After the scope of work or other factors addressing the issue are completed, the complete information, including any impacts on time, cost or other relief requested, must be provided to the DFCM Manager within twenty-one (21) days of such completion.
- e. PRE RESOLUTION PROCEDURE.** The DFCM Manager may request additional information and may meet with the parties involved with the issue.

- f. LANDLORD REQUIRED TO CONTINUE PERFORMANCE.** Pending the final resolution of the issue, unless otherwise agreed upon in writing by the DFCM Manager, the Landlord shall proceed diligently with performance of the Lease Agreement and the State shall continue to make payments in accordance with the Lease Agreement.
- g. DECISION.** The DFCM Manager shall issue to the Landlord, and any other party brought into the process by the DFCM Manager as being liable to the DFCM, a written decision providing the basis for the decision on the issues presented by all of the parties within thirty (30) days of receipt of all the information required under this Dispute Resolution Section 1. c. and d. above.
- h. DECISION FINAL UNLESS CLAIM SUBMITTED.** The decision by the DFCM Manager shall be final, and not subject to any further administrative or judicial review (not including judicial enforcement) unless a Claim is submitted in accordance with Claim provisions of this Dispute Resolution Section below.
- i. EXTENSION REQUIRES MUTUAL AGREEMENT.** Any time period specified in these PRE provisions may be extended by mutual agreement of the Landlord and the DFCM Manager.
- j. IF DECISION NOT ISSUED.** If the decision is not issued within the thirty (30) day period, including any agreed to extensions, the issue may be pursued as a Claim under the Claim provisions below.
- k. PAYMENT.**

 - (1) Except as otherwise provided in the Lease Agreement, any final decision where the DFCM is to pay additional monies to the Landlord, shall not be delayed by any PRE, Claim or appeal by another party.
 - (2) Payment to the Landlord of any final decision shall be made in accordance with the Lease Agreement for the complete performance of the Landlord of its obligations.
 - (3) Notwithstanding any other provision of the Lease Agreement, payment to the Landlord shall be subject to any set-off, claims or counterclaims of the DFCM.
 - (4) Any payment or performance determined owing by the Landlord to the DFCM shall be made within thirty (30) days of the determination becoming final.

2. RESOLUTION OF CLAIM.

- a. **CLAIM.** If the decision on the PRE is not issued within the required timeframe or if the Landlord is not satisfied with the decision, the Landlord or other party brought into the process by the DFCM Manager, may submit a Claim in accordance with this Dispute Resolution Section 2 as a prerequisite for any further consideration by the DFCM or the right to any judicial review of the issue giving rise to the claim.
- b. **TIME FOR FILING.** The Claim must be filed in writing promptly with the Director of DFCM (Director), but in no case more than twenty-one (21) days after the decision is issued on the PRE under Dispute Resolution Section 1 g. above or no more than twenty-one (21) days after the decision is not issued under Dispute Resolution Section 1 j. above, whichever is later.
- c. **CONTENT REQUIREMENT.** The written Claim shall include:
 - (1) a description of the issues in dispute;
 - (2) the basis for the Claim, including documentation and analysis required by the contract and applicable law and rules that allow for the proper determination of the Claim;
 - (3) a detailed cost estimate for any amount sought, including copies of any related invoices; and
 - (4) a specific identification of the relief sought.
- d. **EXTENSION OF TIME TO SUBMIT DOCUMENTATION.** The time period for submitting documentation and any analysis to support a Claim may be extended by the Director upon written request of the Claimant showing just cause for such extension, which request must be included in the initial Claim submittal.
- e. **LANDLORD REQUIRED TO CONTINUE PERFORMANCE.** Pending the final determination of the Claim, including any judicial review or appeal process, and unless otherwise agreed upon in writing by the Director, the Landlord shall proceed diligently with performance of its responsibilities and obligations under the Lease Agreement and the State shall continue to make payments in accordance with the Lease Agreement.

f. AGREEMENT OF CLAIMANT ON METHOD AND PERSON(S)

EVALUATING THE CLAIM. The Director shall first attempt to reach agreement with the Claimant on the method and person(s) to evaluate the Claim. If such agreement cannot be made within fourteen (14) days of filing of the Claim, the Director shall select the method and person(s), considering the purpose of this rule as stated in Utah Administrative Code Rule R23-26-1. Unless agreed to by the Director and the Claimant, any selected person shall not have a conflict of interest or appearance of impropriety. Any party and the person(s) evaluating the Claim has a duty to promptly raise any circumstances regarding a conflict of interest or appearance of impropriety. If such a reasonable objection is raised, and unless otherwise agreed to by the Director and the Claimant, the Director shall take appropriate action to eliminate the conflict of interest or appearance of impropriety. The dispute resolution methods and person(s) may include any of the following:

- (1) A single expert and/or hearing officer qualified in the field that is the subject of the Claim;
- (2) An expert panel, consisting of members that are qualified in a field that is the subject of the Claim;
- (3) An arbitration process which may be binding if agreed to by the parties to the Claim;
- (4) A mediator; or
- (5) Any other method that best accomplishes the purpose of Section R23-26-1.

g. THE EVALUATION PROCESS, TIMEFRAMES OF EVALUATOR(S), DIRECTOR'S DETERMINATION, ADMINISTRATIVE APPEAL TO THE EXECUTIVE DIRECTOR AND JUDICIAL REVIEW.

The Claim shall be evaluated, the timeframe for specific events related to the person(s) evaluating the Claim, the Director's determination, any appeal to the Executive Director of Administrative Services and any judicial review shall be subject to the provisions of Utah Administrative Code Rules R23-26-5(8), R23-26-5(9), R23-26-6 and R23-26-8.

h. PROCESS PREREQUISITE FOR FURTHER CONSIDERATION OR JUDICIAL REVIEW.

The administrative appeal to the Executive Director is a prerequisite for any further consideration by the State of Utah, or to judicial review of the issue giving rise to the Claim. It shall be considered that the Landlord, or another party brought into the process by the DFCM, has not exhausted its administrative remedies if such an administrative appeal is not undertaken.

i. PAYMENT OF CLAIM.

- (1) When a stand alone component of a Claim has received a final determination, and is no longer subject to review or appeal, that amount shall be paid in accordance with the payment provisions of the Lease Agreement or judicial order.
- (2) When the entire Claim has received a final determination, and is no longer subject to review or appeal, the full amount shall be paid within fourteen (14) days of the date of the final determination unless the work (including responsibilities and obligations of the Landlord under the Lease Agreement) or services has not been completed, in which case the amount shall be paid in accordance with the payment provisions of the Lease Agreement to the point that the work or services is completed.
- (3) The final determination date is the earlier of the date upon which the Claimant accepted the settlement in writing with an executed customary release document and waived its rights of appeal, or the expiration of the appeal period, with no appeal filed, or the determination made resulting from the final appeal.
- (4) Any final determination where the DFCM is to pay additional monies to the Landlord shall not be delayed by any appeal or request for judicial review by another party brought into the process by the DFCM as being liable to the DFCM.
- (5) Notwithstanding any other provision of the Lease Agreement, payment of all or part of a Claim is subject to any set-off, claims or counterclaims of the DFCM.
- (6) The execution of a customary release document related to any payment may be required as a condition of making the payment.

j. CLAIM FEE; ALLOCATION OF COSTS OF CLAIM RESOLUTION PROCESS.

- (1) In order to file a Claim, a Landlord must pay a \$1500 filing fee to the DFCM.
- (2) Unless otherwise agreed to by the parties to the Claim, the costs of resolving the Claim shall be allocated among the parties on the same proportionate basis as the determination of financial responsibility for the Claim.
- (3) The costs of resolving the Claim that are subject to allocation include the Landlord's filing fee, the costs of any person(s) evaluating the Claim, the costs of making any required record of the process, and any additional testing or inspection procured to investigate and/or evaluate the Claim.
- (4) Each party is responsible for its own attorney fees.

k. ALTERNATIVE PROCEDURES. To the extent otherwise permitted by law, if all parties to a Claim agree in writing, a protocol for resolving a Claim may be used that differs from the process described in the Lease Agreement.

l. IMPACT ON FUTURE SELECTIONS.

- (1) The presentation of a good faith and non-frivolous issue or Claim shall not be considered by the DFCM's selection process for a future award of a lease or other contract by DFCM; and
- (2) The submission of a bad faith and frivolous issue or Claim or the failure by a Landlord to facilitate resolution of a Claim, may be considered in the DFCM's evaluation of performance and may affect the future award of a lease or other contract by DFCM.

m. REPORT TO BUILDING BOARD. The DFCM may report on the claim to the Utah State Building Board.

REQUIREMENTS FOR THE LEASED PREMISES

GENERAL INFORMATION:

- Type of Space Required:** Office space for the Utah State Office of Rehabilitation.
- Location:** Kaysville/Farmington area of Davis County, Utah.
- Initial Lease Term:** Five (5) Years.
- Renewal Options:** Option to renew or extend the term for five (5) years, additional five year renewals thereafter.
- Amount of Rentable Space Required:** Approximately 5,700 square feet.
- Occupancy Date:** No later than January 1, 2017.

Minimum On-Site Parking Required

Sixteen employee parking stalls and an additional 14 public parking stalls. In addition, six (6) ADA designated parking stalls will be required. Preference will be given if parking stalls are all on-site with no public roadway or right-of-way separating the parking area from the building access.

Public Transportation

Desired location is within 1-2 blocks proximity of public transportation.

Security Requirements

Security shall be such that public access to staff is controlled and Department property, especially computer equipment and confidential recipient files, are safeguarded by means of a secure door. All staff and equipment are to be behind a locked security door. The staff goes to a reception area to greet customers and escort them to an interview room separate from the rest of the work area. The receptionist shall also be secured behind glass with a document pass through.

Services Required THE STATE IS REQUESTING A FULL SERVICE LEASE.

"Full Services Lease" is defined for this document as a lease in which the owner or Landlord is to be responsible for 1) all roof and structural repairs, wind damage, and glass breakage; 2) providing full service repair and maintenance of heating and air conditioning equipment; 3) all plumbing repairs or maintenance; 4) insurance costs and taxes; 5) providing ground maintenance and snow removal; 6) full janitorial services (see Technical Requirements); and 7) all utilities expense.

Signage Requirements (Different for each project)

Landlord shall provide and install twelve inch (12") high metalized letters for exterior building identification. Detailed information regarding the signage will be provided to those on the short list of proposals to be considered for further evaluation.

The main entrance shall have signage on the glass as follows (Size of lettering to be determined by Tenant):

STATE OF UTAH
Department of Workforce Services
Division of Rehabilitation Services
Monday - Friday
Hours: 8 am - 5 pm

Individual office signage: Room Number with slip-in name plate with occupant name.

Other room signage: Restroom signs, Electrical Room, Computer Room, Custodial Room, Conference Room, etc.

All interior rooms shall have room signage unless deleted by Tenant.

Electrical/Telephones

REFER TO TELECOMMUNICATIONS AND DATA PROCESSING OF THE TECHNICAL REQUIREMENTS FOR MORE INFORMATION. The primary State Department of Technology Services contact is Scott Peterson, Voice/Data Planning Manager, (801) 538-3149. The successful Proposer will be expected to contact State DTS early in the construction process to coordinate installation of the State voice/data network and related technology for the building.

SPACE REQUIREMENTS:

Proposals shall be submitted showing the types of space detailed below. THE AREAS LISTED ARE ESTIMATES AND GUIDELINES, ACTUAL AREAS MAY VARY DEPENDING UPON THE FACILITY SELECTED. The exact layout shall be designed by the proposer to meet the requirements of the State.

Preference will be given to facilities that

- a) have windows in all offices located along an exterior wall;
- b) the entire leased premises is on one level; and
- c) have separate entrances for employees and the public.

ANSI/BOMA'S standard method of measurements shall be used to determine the usable and rentable areas. (American National Standard Z65.1-1996). Codes for the requirements listed below: "O" shall designate an open landscape area; "P" shall designate a private office or a closed room.

FOR EXAMPLE:

Division of Rehabilitation Services

- | | | | | |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---|---------------|
| 1 | District Director's Office | 10' x 15' | P | 150 sq. ft. |
| | The District Director's Office shall be placed behind the security door to control public access and in proximity and adjacent to the Conference Room and Supervising Counselor's Offices. This area is to be carpeted as specified. | | | |
| 11 | Rehabilitation Counselor's Offices | 10' x 12' | P | 1,320 sq. ft. |
| | The Counselor's Offices shall be placed behind the security door to control public access and in close proximity and adjacent to the Conference Room and the Supervising Counselor's Offices. This area is to be carpeted as specified. | | | |
| 1 | Rehabilitation Technician's Space | 9'x 9' | O | 81 sq. ft. |
| | The Rehabilitation Technician's Space shall be placed behind the security door and in proximity to the Counselor's Offices, Reception Area, and Work Room. This area is to be carpeted as specified. | | | |
| 5 | Rehabilitation Secretary Space | 9'x 9' | O | 405 sq. ft. |
| | The Rehabilitation Secretary's Space shall be placed behind the security door and in proximity to the Counselor's Offices and the Reception Area. This area is to be carpeted as specified. | | | |
| 1 | Reception Area (Inside Building) | 10' x 20' | O | 200 sq. ft. |
| | The Reception Area shall be adjacent to the Lobby Area. This area shall be quarry or porcelain tile with a non-slip surface manufactured for commercial floor use. The receptionist shall be secured behind glass with a document pass through and a security door. This area shall have a counter large enough to control public access as needed. Transition strips shall be provided as required. | | | |
| 1 | Work Room | 10' x 15' | O | 150 sq. ft. |
| | The Work Room shall be easily accessible to the Reception Area and shall be positioned such that it is not accessible to the public. The Work Room shall have two additional duplex power outlets and one telecommunication outlet. This area shall have VCT or equivalent floor covering. | | | |
| 1 | File Room | 10' x 20' | P | 210 sq. ft. |
| | The File Room shall be easily accessible to the Reception Area and shall be positioned such that it is not accessible to the public. It shall also be a secure room with lockable doors and hard ceiling. The File Room shall have two additional duplex power outlets and one telecommunication outlet. This area shall have VCT or equivalent floor covering. | | | |

- | | | | | |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---|-------------|
| 1 | Conference Room | 18' x 25' | P | 450 sq. ft. |
| | The Conference Room shall be in close proximity and have access to the Reception Area. This shall be able to accommodate at least 30 people. This area is to be carpeted as specified. | | | |
| 1 | Telecommunication Room | 10' x 12' | P | 120 sq. ft. |
| | The Telecommunication Room shall be within the leased premises and centrally located in the leased premises. This room shall be able to maintain a temperature range 24 hours a day for the normal operation of computer equipment. See Section 10 of the Technical Requirements for other required details. This area is to have VCT or equivalent floor coverings. | | | |
| 1 | Break/Lunch Room | 10' x 15' | P | 150 sq. ft. |
| | Proposer shall furnish a 16 cubic foot refrigerator, 3/4 hp garbage disposal, commercial grade microwave oven, double basin stainless steel sink, and wall and base cabinets with no less than 8 lineal feet of counter space. This area is to have VCT or equivalent floor coverings. The Break Room shall have four additional duplex power outlets and one telecommunication outlet. | | | |
| 2 | Public Restrooms | 12'x 13' | P | 312 sq. ft. |
| | These shall both comply with ADAAG. | | | |
| 2 | Employee Restrooms | 12'x 13' | P | 128 sq. ft. |
| | These shall both comply with ADAAG. | | | |
| 1 | Storage Room | 10' x 15' | P | 150 sq. ft. |
| | The Storage Room shall be easily accessible to the Reception Area and shall be positioned such that it is not accessible to the public. It shall also be a secure room with lockable doors and hard ceiling. This area shall have VCT or equivalent floor covering. | | | |

Special Requirements

The Lobby, Conference, Break/Lunch Room and Reception Areas shall have chair rails installed on all walls. A drinking fountain shall be provided in the general area of the Lobby Area or Public Restroom Area. Separate entrance and exit doors for the public and a separate entrance /exit door for employees will be required. All entrance and exit doors need to be a single hinged or sliding automatic door. Public and private areas need to be considered separately for emergency and fire exiting. All lighting must be switched by occupancy sensor. If setback thermostats are used in the building, the telecommunications room will require a separate cooling system. All rooms will require emergency lighting capable of 2 lumens for 90 minutes.

BUILDING SERVICE SPACE

1	Electrical Room	8' x 8'	P	64 sq. ft.
1	Janitorial Closet	8' x 9'	P	72 sq. ft.
1	Mechanical Room	8' x 9'	P	<u>72 sq. ft.</u>
				208 sq. ft

TOTAL SPACE REQUIRED

Usable Space..... 4,000 square feet
35% Circulation/Rentable Support..... 1,473 square feet
(Estimate of circulation and rentable support may vary as required to meet the space standards specified above.)

TOTAL RENTABLE SPACE..... **5681** square feet

IF THE PROPOSED FACILITY IS A MULTI TENANT BUILDING THE PUBLIC RESTROOMS SHALL BE IN CLOSE PROXIMITY TO THE LEASED PREMISES AND SHALL BE INCLUDED IN THE BUILDING RENTABLE SUPPORT SPACE AND NOT IN THE ASSIGNABLE SPACE. IF THE PROPOSED FACILITY IS A SINGLE TENANT BUILDING THE PUBLIC RESTROOMS LISTED ABOVE SHALL BE LOCATED ADJACENT TO THE WAITING AREA AND SHALL BE INCLUDED IN THE USABLE SPACE.

LOCKS:

All locks shall be lockable with a master key system. The State shall be furnished not less than two (2) master keys and two (2) keys for each individual lock. Exterior and interior doors shall be different key combinations. The State reserves the right to obtain duplicate keys.

RESTROOMS:

Each restroom or shower room shall have ventilation fans controlled separately from the light switch or building automation system. Fans must be adequate CFM to clean rooms of odors and moisture quickly or minimum of 2.5 CFM per square feet.

All new restrooms shall have unglazed mosaic tile. Tile and grout colors should be darker hues to minimize maintenance. Floor tile shall be quarry or porcelain tile manufactured for floor use. Entry way tile shall have a non-slip surface extending well inside the circulation area. Ceramic wall tile shall be glazed and grouted with minimum jointing as per industry standard. Grouting shall be of a color compatible with the tile. Grout on all ceramic tile joints shall be sealed.

ENVIRONMENTAL CONSIDERATIONS:

The Landlord/Proposer agrees to comply with all applicable Federal, State and local codes and regulations or ordinances concerning environmental considerations during construction and during the term of the lease.

INITIAL PROPOSAL SUMMARY PAGE

PROPOSAL NO.: 161201

PROJECT NAME: Office of Rehabilitation Davis County, Utah

Date: _____

Property Address: _____

Name, Address & Telephone Number of Owner(s) of Record:

Name: _____

Address: _____

Telephone No.: ()- -

Fax No. .: ()- -

Name, Address & Telephone Number of Authorized Proposer Submitting Proposal:

Name: _____

Address: _____

Telephone No.: ()- -

Fax No. .: ()- -

Anticipated Annual Lease Rate: _____

Anticipated Cost of Proposal: _____

Rentable Square Feet: _____

The Proposer does hereby warrant that (s)he is authorized to execute and deliver the offer described herein and attached hereto and represents that (s)he is fully capable to, and will, comply with the terms and conditions of the offer if such offer shall be selected by the State of Utah, Division of Facilities Construction and Management.

This agency uses federal funds as part of its budget to deliver its services. The proposer further warrants that (s)he, the proposer's contractors vendors, and representatives are not now and have never been penalized or disbarred from any project using federal funds.

Signed by: _____

Title: _____

TECHNICAL REQUIREMENTS

“Build to Suit”

Build To Suit (4-1-96)

GENERAL:

- 1- All new work shall be accomplished by professionals currently registered in the State of Utah as required by State Statute 58.3-10 and 58.3-10.5. DFCM reserves the right to monitor the construction process utilizing authorized representatives to assure compliance with the contract document.
- 2- Contract documents shall be submitted per Proposal Requirements to DFCM for written approval including complete drawings and specifications calling out the quality and materials of each category of work as defined by the 16 Divisions of the Construction Specifications Institute format.
- 3- All design shall be in accordance with the latest Codes including ADAAG as adopted by State and local authority.
- 4- Landlord shall submit reproducible (vellum or Mylar) as-built drawings and specifications, and Operating & Maintenance Manuals on all equipment.
- 5- *The technical requirements shall be met or exceeded.*
- 6- Building shall be constructed according to the plans and specifications approved by DFCM.

SITE:

- 1- The project shall be landscaped and the site developed to project limit lines or natural boundaries. Landscaping shall include appropriate planting mediums, water/irrigation distribution, planting soils, and drainage. *Compliance with the latest edition of the Water Conservation Recommendations provided by the Utah Water Conservation Advisory Board is encouraged.*
- 2- Asphalt or concrete paving shall be provided for surface parking lots. Details of paving and specifications describing quality and strength of materials shall be provided on the contract documents. Paving shall meet the following minimum criteria:
 - A- All areas to be paved shall provide for subbase compaction to 90%.

- B- Asphalt paving for standard surface parking lots shall be a minimum of 2.5" thick with 6" stabilized granular base. The proposed path to the dumpster location shall be 3" thick minimum.
 - C- Concrete paving (parking lots, sidewalks, driveways, and other exterior flatwork) shall be a minimum of 4000 psi six (6) bag design mix concrete with 6 1/2% air entrainment and a water/cement ratio equal to 0.45.
 - D- Parking lots shall be sloped at a minimum for positive drainage.
- 3- Parking lot shall be striped with paint manufactured for this purpose. Parking spaces shall be a minimum of 8'6" wide by 18' long.
 - 4- Parking stalls shall be provided and identified for the disabled with required dimensions, access and signage, as required by the Americans With Disabilities Act Accessibility Guidelines. Said stall for the disabled shall be identified by an "Americans With Disabilities" logo painted on the surface. Such signs shall be 60 inches minimum above the floor or ground surface of the parking space, measured to the bottom of the sign.

PARKING:

- 1- Parking shall be adequately lit throughout. Lighting shall be distributed so as to provide no dark spots within the parking area.
- 2- Parking areas shall provide for the building occupants to feel safe both in terms of utilization and personally.

ARCHITECTURAL/STRUCTURAL:

Construction

- 1- Appropriate structural calculations shall be submitted with the contract documents.
- 2- All buildings shall be structurally designed for a minimum of 80 lbs./sq. ft. live load with an additional 20 lbs/sq.ft. If open office landscaping is contemplated or unless proposed usage of the building or code requirements would dictate a higher loading. A live load reduction is allowed per code.
- 3- The building shall be constructed in a sound manner with good workmanship skills and with quality materials. It shall be weather tight, all entryways should be protected from roof runoff including ice and snow.

Concrete

- 1- All concrete shall be 3000 PSI minimum compressive strength. Documented testing shall be submitted.
- 2- All exposed architectural concrete shall be consistent and uniform in finish without traces of honeycombing or spalling.
- 3- All flatwork concrete shall comply with ACI standards. Expansion joints and control joints shall be placed according to industry standards and in no case more than 15' square.
- 4- All foundation work shall be formed.

Masonry

Buildings of masonry construction shall be constructed by skilled masons utilizing products as manufactured by recognized companies. Tooled joints are preferred.

Metals

- 1- All exterior exposed metal shall be painted galvanized or factory finished.
- 2- Steel joists that will become support for a composite (steel decking with concrete slab) deck shall be designed to minimize "bounce" in the span.
- 3- Steel decking shall be 22 gauge or less and welded to frame. All welds in decking shall be primed with galvanizing or paint prior to concrete placement. All roof decking shall be galvanized with a G60 coating and all other decking may be painted.
- 4- All exposed metal shall be ready for paint with a smooth burr free finish.
- 5- All welding shall be per AWS by welders currently certified per AWS in the appropriate category in the last 12 months.

Carpentry

- 1- All wood used shall conform to the latest WWPA and APA standards.
- 2- All architectural woodwork shall comply with AWI "custom" standards.

Thermal and Moisture Protection

- 1- All foundation walls shall be damproofed or waterproofed with suitable material.
- 2- Foundation drainage shall be provided when recommended by the geotechnical report.
- 3- All roofing materials shall be Class A fire resistive and shall meet the following guidelines:
 - A- All "flat" roofs shall slope a minimum of 1/4"/ft. for drainage. Construct crickets to prevent ponding.
 - B- Built-up roofing shall be minimum four ply with gravel surfacing.
 - C- Single ply roofing system shall be a minimum of 60 mill thickness reinforced and be anchored to comply with FM I-90.
 - D- Suitable material shall be placed to provide access to rooftop equipment from a rooftop access point.
 - E- All rooftop equipment shall be placed on curbing a minimum of 8" high and suitably counterflashed to prevent leakage.
 - F- Roof areas of greater than 5000 sq. ft. or where rooftop equipment is mounted regardless of size shall be provided with a metal roof access hatch with a permanent ladder from the floor below.
 - G- Exterior gypsum sheathing may be used to achieve a Class A Fire Rating.
- 4- Insulation materials shall be utilized for their designed purpose as follows:
 - A- Foundation Insulation shall be styrofoam or other suitable product that will not deteriorate below grade.

- B- Building insulation shall be high quality glass or rockwool fiber batt or blanket insulation. Foam product insulation (ie: styrofoam, beadboard, urethane, etc.) is acceptable provided there is suitable fire protection provided. Non-protected foam insulation will not be acceptable.
 - C- Roofing insulation shall be suitable materials for on-top-of-deck and roofing system used.
- 5- Flashing and sheet metal shall be detailed and fabricated in accordance with SMACNA Guidelines. All flashing and exterior sheet metal shall be 24 gauge min. galvanized or paintlok metal.

Doors, Windows and Glass

- 1- Vestibules shall be required at all major pedestrian entrances.
- 2- Exterior doors that provide exit ways or are for utilitarian use shall be a minimum of 3'-0" x 7'-0", 16 gauge Hollow Metal door with a 14 gauge frame or aluminum store front. All exterior frames shall be securely anchored to substrate and filled with grout.
- 3- Interior doors shall meet the following criteria:
 - A- All Interior doors shall be solid core wood veneer or 18 Ga. hollow metal, 3'-0" x 7'-0" x "1 3/4" minimum size and shall be prepped for 1 1/2 pair of hinges.
 - B- Where interior Hollow Metal Frames are used they may be 16 Ga. The use of knock-down frames is prohibited.
- 4- All building hardware shall meet the following criteria:
 - A- All hardware shall be manufacturer commercial grade series heavy-duty door hardware.
 - B- All exterior doors shall be completely weather-stripped to provide minimum air infiltration.
 - C- All locks shall be lockable with a master key system. The State shall be furnished not less than two (2) master keys and two (2) keys for each individual lock. Exterior and interior doors shall be different key combinations. The State reserves to make duplicate keys as it may need.
 - D- All hardware shall match in style, color, and finish throughout the building.

- E- All hardware shall meet ADAAG and ANSI A117.1 Accessibility Standards.
- 5- Windows and Glass shall meet the following criteria:
- A- All windows shall be compatible with the HVAC system.
 - B- Exposed wood on exterior window frames is not allowed.
 - C- High performance glass products are preferred.

Finishes

General

The systems inherent to the construction of a facility should maintain quality and minimum standards as stated below:

- 1- Gypsum Board Walls and Ceiling
- A- Interior walls shall be framed with appropriately sized metal or wood studs. Framing shall be 16" on center minimum. Walls shall be adequately braced to the structure at 8'-0" on center.
 - B- Wall material shall be 5/8" gypsum board screwed to the studs. All gypsum board shall be taped, sanded and prepared to receive finish.
 - C- All metal trim and accessories shall be installed in accordance with manufacturer's recommendations.
 - D- All specialty gypsum products will be used in accordance with manufacturer's recommendations.
 - E- Gypsum board window sills will not be acceptable.
- 2- Ceramic Tile
- Tile and grout colors shall be darker hues to minimize maintenance. Grout shall be of a color compatible with the tile.
- A- All ceramic tile floors shall be thick set.
 - B- Floor tile shall be quarry or porcelain tile manufactured for floor use. Entryway

tile shall have a non-slip surface extending well inside the circulation area.

- C- Ceramic wall tile shall be glazed.
- D- All tile shall be installed per TCA recommendations for substrate and applications.
- E- Grout on all ceramic tile joints shall be sealed.

3- Acoustic Tile and Ceiling Suspension System

- A- The standard ceiling height shall be 9'-0".
- B- Ceiling suspension system will not be utilized for support of walls.
- C- Acoustic tile panels shall have a NRC rating of not less than 0.75.
- D- Suspension systems shall be at least intermediate duty.

4- Resilient Flooring

- A- Existing floor tile shall be laid within the individual room starting at the center point so as to fit symmetrically within the room.
- B- Tile shall be a vinyl composition tile standard grade and have a minimum flame spread of 25 or less.
- C- Wall base shall be 4" minimum rubber or vinyl and shall be placed on all walls utilizing roll stock lengths and preformed corners.
- D- A stained hardwood base is acceptable if it fits in the context of the finishes.

5- Painting/Wall coverings

- A- All walls to be painted shall receive one coat-primer and no less than two coats-semi-gloss enamel for uniform finish.
- B- All surfaces that do not have a factory finish or not otherwise scheduled shall be painted or stained.
- C- All colors shall be approved by DFCM prior to application.
- D- All Wall coverings shall be vinyl commercial grade.

- 6- Carpeting
The carpet shall be Antron, Zeftron or approved equal with a 28 oz. minimum face weight and shall be looped or looped pile. Cut pile carpet is not acceptable. The preferred method on installation is glue down (or free lay-in if carpet tiles are used). The carpet backing shall be primary urethane or other synthetic back. Jute backing is not acceptable.

Restroom Specialties

- A- Toilet Partitions
All toilet partitions shall be metal with a baked enamel finish or 3/4" solid plastic with integral colors.
Toilet partitions shall be floor mounted and overhead braced.
- B- Toilet Accessories
Accessories shall be installed and maintained in a high quality manner.

Equipment

- A- Kitchen equipment for employee break rooms and lounges shall be provided as per the requirements. This equipment may consist of the following: refrigerators, microwave ovens, cabinets, sinks, disposal, and in some cases ranges and ovens.
- B- Floor Mats
All vestibules shall be equipped with floor mats.
- C- Window Coverings
All windows shall be equipped with mini-blinds or equivalent blinds in clean and operable condition.

Conveying Equipment

- A- Elevators
All buildings with two floors or more shall be equipped with an elevator. Elevators shall meet ADAAG requirements.
- B- Platform Lifts
Platform wheelchair lifts may be installed in lieu of an elevator when allowed by the International Building Code and ADAAG.

Mechanical

General

The Landlord shall be responsible for insuring that all plumbing, heating, air conditioning, ventilating, and other necessary electrical and mechanical features conform to the requirements of this part and are installed and operated in accordance with the latest editions of all local codes, ordinances and regulations, plus the latest edition of the various publications set forth below. All utilities for which the Tenant is paying directly must be metered separately. All such equipment shall be checked and adjusted by the Landlord prior to and during occupancy by the State. All ducts, piping and conduits shall be concealed.

Heating, air conditioning and ventilation shall be installed and function as required by current standards and recommendations of SMACNA, ASHRAE, and NFPA, except for the temperature variations indicated.

1- Materials

A- Pipe Hangers and Supports

B- Adjustable pipe hangers shall be used on all suspended pipe. Chain or perforated strap hangers are not permitted. Hangers coming in contact with bare copper pipe shall be isolated with dielectric hanger connectors.

C- All insulated pipe shall be protected at point of support with high density insulation insert. Insert shall be the same thickness as the adjoining pipe insulation. A metal shield shall be placed between hanger and insulation jacketing.

2- Valves

A- All valves of a given type shall be of one manufacturer and shall be listed with the Manufacturers Standardization Society of the Valve and Fittings Industry.

B- Valves shall be installed with stems upright or horizontal, not inverted. Gate valves and ball valves shall be used for shut-off and isolating service only.

C- Drain valves shall be provided at main shut-off valves, low points of piping and apparatus.

D- Shut-off valves and unions shall be suitably located to isolate each items of equipment, branch circuit of section of piping. Each floor or section shall have an isolation valve.

- 3- Housekeeping Bases
Concrete bases anchored to floor slab shall be provided for mechanical equipment such as pumps, boilers, tanks, fans, etc., to be anchored to the concrete base. All equipment shall include anchor bolts and inserts.
- 4- Escutcheons
Escutcheons of adjustable type shall be provided on pipes passing through walls, floor or ceiling in finished areas.
- 5- Plumbing Facilities
 - A- One floor or wall mounted service sink shall be provided in the janitorial room(s). Adequate floor drains shall also be provided in the janitorial room(s).
 - B- Culinary hot water, cold water, and roof drainage piping shall be insulated.
 - C- Type L copper pipe or galvanized pipe shall be used for above grade water. Type K copper pipe shall be used below grade within building. Type M copper pipe is not allowed. Special soil conditions may require variation as approved by DFCM.
 - D- Main water service to building shall be provided with a main building shut-off, a pressure reducing valve and a down stream pressure gauge.
- 6- Heating, Air Conditioning and Mechanical Ventilation
The following design parameters shall be minimums.
 - A- The HVAC system for the building shall be designed to maintain interior space conditions to meet the latest edition of ASHRAE standards.
 - B- If a space is dedicated for copy machines (xerography, wet-process, kitchens, break room, etc.) this space shall be exhausted to the outdoors in similar fashion as a restroom. Return air from these spaces is not allowed.
 - C- HVAC system within the building that introduces outside air into the circulating air system must have a dedicated path for relief air. Ex-filtration through the building envelope does not qualify as a dedicated relief path.
 - D- Mechanical equipment room(s) shall have adequate ventilation to dissipate heat from all equipment.

- E- Areas having variable heat gain or heat loss such as conference rooms or areas affected by solar radiation at different times of the days shall be independently controlled so the interior conditions stipulated can be maintained. Temperatures in all spaces will be maintained without drafts or air handling equipment and noises.
- F- Computer rooms shall have separate HVAC controlled temperature and humidity 24 hours 7-days a week capable of maintaining a temperature range of 72° to 88° and a humidity range of 30% to 60%.

7- Air Distribution

- A- The zoning shall meet operational needs of Tenant.
- B- Drafts in occupied spaces resulting from poor air distribution will not be acceptable.
- C- Each branch duct shall be provided with balancing damper.
- D- Velocities across filter shall not exceed 300 fpm.
- E- Return air sound boots may be metal duct work with duct liner or fiberglass ductboard.
- F- All ductwork shall be galvanized metal per SMACNA except branches to diffuser outlets may be flexible duct not exceeding 5'.

8- Automatic Temperature Controls

- A- All control equipment installed shall be from a single control manufacturer including, but not limited to, controllers, thermostats, actuators, valves, etc.
- B- Thermostats shall be programmable type or controlled from a central automation system.

Electrical

1- Electrical Main Service Facilities

- A- Main Service facilities, meter panel and branch circuits shall be adequately sized and located in an accessible enclosure that will not be used for storage or any other purpose. Telecommunication and power facilities shall be separate.
- B- Distribution panels shall be bolt-in circuit breaker type as standard for the building electrical system and shall contain a minimum of 25% percent spare circuits over the circuits required.
- C- An electrical equipment room shall be provided and shall house switch gear and distribution panels. The equipment shall have adequate ventilation to dissipate heat and shall maintain a temperature of 65° to 75°.

2- Electrical and Main Service Outlets

- A- All wiring shall be copper wire, minimum size 12 gauge, installed in concealed metallic conduit. Other wiring types may be used only if approved by DFCM.
- B- 120 volt duplex outlets, floor and walls (including clock outlets) shall be provided on the basis of one outlet per 50 net usable square feet of space for the operation of office machines and equipment. Each room shall have at least two duplex electrical outlets at a maximum of 16" above the floor, except in restrooms. Power shall be provided in sufficient quantities to supply employee work stations in open office space areas. A minimum of three duplex outlets per work station shall be required.
- C- One duplex outlet shall be provided in janitorial room.
- D- Outlets shall be provided every fifteen feet (15') in all corridors. Three-way light switches shall be provided at the end of the corridors.
- E- GFI duplex outlets shall be provided in restrooms and at outside entries.
- F- Weatherproof GFI duplex outlets shall be provided every fifty feet (50') around the perimeter including all outside entries.
- G- Outlets shall be circuited separately from the lighting with not more than eight per circuit. The State may locate switches and outlets at locations other than specified on sample floor plan provided that the total number of outlets shall not exceed the amount it would otherwise receive if installed as shown on sample plan.

H- Wall switches must be located at 48" above the floor and provided in separate offices and entrance ways to allow control of overhead lights by area.

3- Interior Lighting

A- Commercial fluorescent fixtures shall be provided through all office areas which shall be capable of maintaining a minimum of 50 foot candles in task light and 30 foot candles in other areas. Fixtures shall be installed to provide for future rearrangement as required.

B- Emergency lighting and night lighting shall be installed in hallways, electrical equipment room(s), mechanical equipment room(s), telephone equipment/computer rooms and restrooms. An emergency generator shall be required in office buildings over 30,000 square feet.

Telecommunications and Data Processing

Communications Design Requirements (Voice and Data Processing)

Current Revision Update - 7/02/13

1- All voice/data communication raceways installed must meet or exceed the minimum specifications and standards set by the State Division of Facilities Construction and Management (DFCM) and State Department of Technology Services (DTS).

2- DTS requires access to inspect and approve any and all work completed for communications purposes and for compliance to state standards and specifications relating to the specific project for communications purposes.

3- Communications cable raceway systems shall be installed to meet the following criteria:

A. Communications outlets (telephone/data) shall be provided in the walls of separate offices. Common areas, modular furniture and open work areas shall be equipped for communications (telephone/data) outlets. A minimum of one communications outlet (telephone/data) shall be required per each work station location.

B. Provide a 1" **emt** conduit with a double (4" square) box and single-gang mud ring at **each** outlet location. **No Daisy chain of conduit is allowed.** Conduit from workstation locations should route to a cable tray or home run to telecommunications rooms. Conduit stubs from the outlet location must route to a cable tray in accessible ceiling spaces. Conduit from workstation locations in facilities with solid ceilings must home run from the workstation location to the telecommunications rooms. The use of FLEX Conduit (Plastic or Metal) is

prohibited. All bends of emt conduit (ie: offsets, 45, 90, etc) should have radiuses allowing for future fiber Optic cable installation. Pull strings shall be installed in all conduits.

- C. Access to install communications cables to modular furniture communications outlets must be provided. No more than 2 communications outlets may be routed through one 1" access conduit. All proposed raceways, conduit access routes, communications outlet locations and communications equipment location for voice and data applications must be State-approved prior to work beginning.
- D. Provide readily accessible space for the installation and moving of communications cables and outlets.
- E. Two separate 120 volt, 20 amp, dedicated circuits, each in a fourplex (double duplex) outlet are required in all communication(s) rooms and/or equipment locations. A #6 ground wire and bus will be required in all communications rooms. The ground should be located at the bottom of the communications backboards. Communications equipment rooms may require a 120 volt 30 amp or a 208 volt 30 amp outlet to allow connection of a ups based on building Size or network port count. Exact needs should be verified with Department of Technology services prior to construction.
- F. 3/4" fire treated plywood backboard(s) shall be mounted in the communications room(s) for voice and data equipment terminals. Plywood shall be painted with fire retardant paint to match the walls, and sized appropriately for equipment in the room as approved by DTS. All work shall comply with the local building inspector having jurisdiction.
- G. Provide 2 each 4" Entrance Conduits to allow connectivity to the local exchange carriers. (e.g. Qwest). The 4" communications Entrance Conduits should route from the main communications room to a 24"X36"X24" (WxLxD, minimum) access vault just inside the property line. Coordination of activities, as well as all associated cost of the new Entrance Conduits, is the responsibility of the owner/developer. Coordination should include the local exchange carrier, DFCM project coordinator and State DTS.
- H. Should a proposed Lease space be adjacent to an existing state occupied space or building, 4" communications conduit(s) between facilities will be required to allow connectivity.
- I. Any proposed space which has or may have multiple buildings or a campus environment, will require 4" communications conduit(s) between facilities to allow communications connectivity.

- J. Communications equipment rooms for voice and data electronic equipment must have separate environmental control equipment from the main building systems. Operating temperatures must be in the 72 to 84 degree range 24 hours per day 365 days per year. Control of that equipment is required in the communications rooms, and is to be tied into the building control systems to allow remote access and monitoring.
- 4. These communications design requirements may require additional design considerations. Proposers should coordinate specific design criteria or options with State Division of Facilities Construction and Management (DFCM) and State Department of Technology Services, Network Wiring Group prior to submission of proposals.
- 5. Compliance to the latest NEC code regarding support of Communications Cable support systems must be installed as a part of building construction renovation. Proposed solutions for code compliance must be coordinated with DFCM and DTS project personnel.
- 6. Telecommunications room sizes and locations in the facility must be coordinated with DTS to ensure compliance to NEC Code and TIA/EIA Standards. Telecommunications design standards recommend separation of communications from Electrical, Plumbing and Mechanical systems, while NEC Code specifies minimum clearances which must be met.

Functional Requirements

Restrooms

1- Provide STC 30 rated envelope at restrooms.

2- Restrooms shall be finished as follows:

Floors	Unglazed Ceramic Tile (sloped to drain)	
Base	Unglazed Ceramic Tile (coved)	
All Walls	Glazed Ceramic Tile minimum 3' 8'	<input type="checkbox"/> wainscot
Ceilings	Painted Gypsum Board	

3- Each main toilet room shall contain the following:

A- A soap dispenser and mirror above each lavatory.

- B- A modern toilet paper dispenser in each water closet stall.
- C- A coat hooks on inside face of door to each water closet stall and on wall location near tile lavatories.
- D- At least one proper hand drying method and waste for every two lavatories.
- E- Sanitary napkin receptacles shall be provided for each woman's toilet stall and a sanitary napkin dispenser in each woman's toilet room.
- F- Provide lights above mirrors in rest room.
- G- If a shower is required, a shower door separating each shower from a private dressing room shall be provided. Each shower dressing room shall be furnished with a bench, three clothes hooks and a locking door.

TECHNICAL REQUIREMENTS

“Existing Facility”

Existing Space (4-1-96)

GENERAL:

- 1- All new work shall be accomplished by registered professionals currently registered in the State of Utah as required by State Statute 58.3-10 and 58.3-10.5. Contract documents shall be stamped by the professional preparing the documents. DFCM reserves the right to monitor the construction process utilizing authorized representatives to assure compliance with the contract document.
- 2- The facility shall comply with the current codes adopted by the State for new and existing buildings.

These technical requirements shall apply only to that portion of the building that is being leased, and to the total building envelope as it affects the space being leased. IE: Life Safety exiting requirements, Seismic stability of the entire building, etc.

PARKING:

- 1- Provide adequate parking as per zoning requirements or as per RFP whichever is higher.
- 2- Asphalt or concrete paving shall be provided for surface parking lots. Parking lots shall be adequately drained.
- 3- Parking shall be adequately lit throughout. Lighting shall be distributed so as to provide no dark spots within the parking area.
- 4- Parking areas shall provide for the building occupants to feel safe both in terms of utilization and personally.
- 5- Parking areas shall be adequately striped designating regular stalls and disabled stalls.

BUILDING:

- 1- The building shall have a pleasing and well maintained appearance from the exterior and shall be free of trash and other unsightly appurtenances.
- 2- The building shall be constructed in a sound manner with good workmanship skills and with quality materials. Should be in good condition and weather tight and be well maintained. All entry ways should be protected from roof runoff including ice & snow.

- 3- The systems inherent to the construction of leased premises should maintain quality and industry standards.
- 4- The Landlord shall be responsible for insuring that all plumbing, heating, air conditioning, ventilating, and other necessary electrical and mechanical features are in proper working condition. All utilities for which the Tenant is paying directly must be metered separately. All such equipment shall be checked and adjusted by the Landlord prior to and during occupancy by the State.

LIFE SAFETY:

In addition to all life safety code requirements, the following categories must be met regardless of vintage code requirements of the proposed space.

- 1- If an automatic fire sprinkler system is not required, workable fire extinguishers shall be placed in strategic locations so as to be conspicuous and accessible.
- 2- Existing fire alarm systems shall be equipped with an emergency power system.

BUILDING COMPONENTS:

All windows shall be equipped with Levelor or equivalent blinds in clean and operable condition.
Doors:

The following requirements shall apply to all new doors in the leased premises:

- 1- All new exterior doors that provide exitways or are for utilitarian use shall be in a (minimum of 3'-0" x 7'-0", manufactured for exterior use may be utilized on the exterior provided they are permanently sealed against moisture penetration and deterioration.
- 2- All new interior doors shall be solid core wood veneer or 18 Gauge hollow metal, 3'-0" x 7'-0" minimum size and shall be hung with 1 1/2 pair of hinges.
- 3- All hardware on new doors shall be manufacturer commercial grade series heavy duty lever type door hardware.

BUILDING FINISHES:

1- Floors:

All flooring shall meet all flame spread requirements and shall be in a good state of repair.

2- Walls:

Walls to be painted shall receive one coat of primer and two coats of semi-gloss enamel. All surfaces that do not have a factory finish shall be painted or stained.

3- Ceilings:

Rooms open to structure with no ceilings shall be completely cleaned and painted and shall be acceptable to the Tenant.

4- Restrooms:

Each restroom facility shall contain the following:

A- A soap dispenser and mirror above each lavatory.

B- A modern toilet paper dispenser in each water closet stall.

C- Coat hooks on inside face of door to each water closet stall and on wall location near tile lavatories.

D- At least one proper hand drying method and waste.

E- Sanitary napkin receptacles shall be provided for each woman's toilet stall and a sanitary napkin dispenser in each woman's toilet room.

MECHANICAL (PLUMBING AND HVAC):

1- The HVAC systems shall meet operational needs of Tenant. Drafts in occupied spaces resulting from poor air distribution will not be acceptable.

2- Thermostats shall be programmable type or controlled from a central automation system.

ELECTRICAL:

- 1- Main service facilities, meter panel and branch circuits shall be adequately sized and located in an accessible enclosure.
- 2- Power shall be provided in sufficient quantities to supply employee work stations in open office space areas. A minimum of three duplex outlets per work station shall be required.
- 3- All interior and exterior lighting systems shall provide an adequate amount of lighting appropriate for use. (Refer to IES Standards)

TELECOMMUNICATIONS AND DATA PROCESSING:

- 1- All voice/data communication raceways installed must meet or exceed the minimum specifications and standards set by the State Division of Facilities Construction Management and the State Department of Technology Services (DTS).
- 2- DTS requires access to inspect and approve any and all work completed for communications purposes, for compliance to State Standards and specifications relating to the specific project.
- 3- Communications cable raceway systems shall be installed to meet the following criteria.
 - A- Communication outlets (telephone/data) shall be provided in the walls of separate offices. Common areas, modular furniture and open work areas shall be equipped for communications (telephone/data) outlets. A minimum of one communication outlet (telephone/data) shall be required per each work station location.
 - B- Provide a 1” electrical metallic tubing (emt) conduit with a double (4” square) box and single gang mud ring at **each** outlet location. **No daisy chaining of conduit is allowed. No flex conduit allowed.** Conduit shall route to a cable tray in accessible ceiling spaces, or to the communications room in facilities with non accessible solid ceilings. Pull strings shall be installed in all conduits.
 - C- Access to install communication cables to modular furniture outlets must be provided. No more than 2 communication outlets may be routed through one 1” conduit. All proposed raceways, conduit access routes, communication outlet locations, and communication equipments locations for voice and data applications must be approved prior to work beginning.
 - D- Provide readily accessible space for the installation and moving of communication cables and outlets.

- E- Two 120 volt 20 amp dedicated separate circuits each in a four plex (double duplex) outlet are required in all communication rooms and/or equipment locations. A #6 ground wire and bus will be required in all communication rooms. The ground should be located at the bottom of the communication backboards.
 - F- ¾" fire treated plywood backboards shall be mounted in the communication rooms for voice and data equipment terminals. Plywood shall be painted with fire retardant paint to match the walls and sized appropriately for equipment in the room.
 - G- Provide 2 each 4" conduits to allow connectivity to the local exchange carriers. (e.g. Qwest). The 4" communication entrance conduits should route from the main communication room to a 24" x 36" x 24" (W x L x D, minimum) access vault inside the property line. Coordination activities as well as all associated cost of the new "entrance" facilities are the responsibility of the owner/developer and should include the local exchange carrier and State DTS.
 - H- Should a proposed leased space be adjacent to an existing state occupied space or building, a 4" communication conduit between facilities will be required to allow connectivity.
 - I- Any proposed space which has or may have multiple buildings or a campus environment, will require 4" communication conduits between facilities to allow communication connectivity.
 - J- Environmental equipment and control of that equipment is required in the communication rooms for all voice and data electronic equipment. Operating temperatures must be in the 72 to 88 degree range 24 hours per day 365 days per year.
- 4- These communication design requirements may require additional design considerations. Proposers should coordinate specific design criteria or options with State Division of Facilities Construction Management and State Department of Technology Services network wiring group prior to submission of proposals.

JANITORIAL REQUIREMENTS

Janitorial Services are to be included as part of the Proposal

The janitorial duties shall include, but not be limited to, the items listed below. All janitorial services shall be performed after 5:00 p.m. and must be completed prior to 7:00 a.m. the following morning. Landlord shall be willing to submit to the State a list of janitorial employees with their home addresses and telephone number for a security investigation. The State shall have the right to ask for the dismissal of any janitorial employee not meeting security requirements.

Daily Duties (except Saturdays, Sundays and Holidays)

- Empty and replace liners in all trash containers
- Vacuum all carpets and reposition all furniture in proper positions
- Dust mop or vacuum hallways and entries
- Sweep, dry dust mop and buff all vinyl floors
- Clean and polish drinking fountains
- Clean entry glass
- Re-set chairs to standard position in conference rooms
- Spot clean carpet and upholstery as needed
- Clean all entries to drip line
- Re-set chairs to standard positions in meeting rooms
- Clean elevator walls
- Clean elevator floors
- Wipe down break room tables and chairs
- Clean sinks and countertops in break room
- Clean restroom mirrors
- Clean and sanitize restroom fixtures and partitions
- Clean, wet mop and sanitize restroom floors
- Re-fill restroom dispensers (tissue, soap and towels)
- Re-fill break room dispensers
- Remove finger and hand prints from doors, door glass and partitions
- Close and secure all windows, where applicable
- Turn off all lights

Tuesday and Thursday Duties

- Hand broom corners in corridors, halls and stairwells
- Spot clean office and hall walls
- Clean around light switches
- Clean doors and door frames
- Clean conference tables
- Sanitize restroom walls

Polish bright work areas often touched
Clean and polish all handrails and banisters
Broom in front of all entrances to drip line
Clean (shake) all entry walk-off mats
Keep area around trash dumpster clean

Weekly duties (Same Day Each Week)

Vacuum all upholstery (chairs and couches)
Dust furniture and fixtures
Dust and clean window sills
Dust and clean mop boards
Spot clean all carpet
Dust and spot clean levelor blinds
Dust and clean tops of partitions
Keep restroom floors sealed and polished as needed
Clean main entry glass, exterior and interior
Clean all janitorial equipment

Monthly Duties (First Working Day of Each Month)

Damp wipe all vinyl chairs and couches in offices, conference room and halls
Dust all surface areas as necessary, clearing cobwebs, etc.

Quarterly Duties

Dust and vacuum air diffusers and grills
Scour clean all office and hall trash containers
Strip and re-polish floors

Semi-Annual Duties

Clean and treat all vinyl and leather chairs and couches
Vacuum draperies
Clean exterior and interior windows

Annual Duties

Clean all light fixtures
Remove and clean levelor blinds
Clean all carpet

The grounds shall be maintained in a clean and attractive manner at all times.

Changes in the frequencies, or days of performance of any duty, shall be made by mutual agreement with the State and shall be specified in writing.

**STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**

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**STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**

LEASE AGREEMENT

Contract No.

This Lease Agreement is made and entered into by and between _____, hereinafter referred to as “Landlord,” and the STATE OF UTAH, Division of Facilities Construction and Management, hereinafter referred to as “Tenant” for the use of _____, hereinafter referred to as the “Occupying Agency”.

In consideration of the rental to be paid by State of Utah, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises as described below, for the period of time, at the rental, subject to and upon all of the terms, covenants and agreements hereinafter set forth. This Lease Agreement supercedes all prior agreements or Leases between Landlord and Tenant. This Lease Agreement shall be effective upon execution of the Lease Agreement by both Landlord and Tenant. The effective date shall be the date of execution of the last signature.

SECTION 1. TERM

1.1 TERM OF LEASE

The term of this Lease shall be for a period of ___ months. The term of the Lease Agreement shall commence at 12:01 a.m. on the Possession Date, as hereinafter defined, and shall expire at midnight on the last day of the term of this Lease Agreement.

1.2 DATES

Dates and Date definitions as used in this Lease Agreement are provided below

DATE TYPE	DATE DEFINITION
Effective Date	The effective date shall be the date of execution of the last signature.
Rent Commencement Date	This date is defined in Section 3.2.
Substantial Completion	This date is defined in Section 2.8.8.
Possession Date	This date is defined in Section 2.9.
Rental Date	This is the first day of each month during the term of the Lease Agreement.
Rental Late Date	This date is defined in Section 3.3.

1.3 OPTION TO RENEW

1.3.1 RIGHT TO RENEW

Landlord covenants with Tenant that Landlord shall, at Tenant's option, again grant and lease to Tenant at the expiration of the Lease term the Leased Premises pursuant to the provisions of this Lease Agreement for and during the term of ___ () months thereafter, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties. Notwithstanding any other provision of this Lease Agreement, if the parties cannot agree on the base rentals for any renewal term, this Lease Agreement shall terminate as provided herein.

1.3.2 NOTIFICATION

To exercise an option hereunder, Tenant shall give Landlord written notice of its desire to extend the Lease Agreement an additional term no later than one hundred twenty (120) days prior to the end of the Lease term. Failure to timely exercise an option shall revoke and terminate any right to exercise this option.

1.3.3 TIME FRAME FOR RENEWAL OPTION

The parties shall have thirty (30) days after Landlord receives notice of the option to renew, as provided in Section 6.5, to agree on the rentals. If the parties agree on the rentals for the renewal term during that period, they shall immediately execute an amendment to this Lease Agreement stating the rentals. If the parties are unable to agree on the rentals for the renewal term within the specified period, this notice shall be of no effect and this Lease Agreement shall expire at the end of the term. Neither party to this Lease Agreement shall have the right to have a court or other third party set the base rentals.

1.4 HOLDOVER

If the Tenant remains in possession of the Leased Premises after the expiration of the term, such occupancy shall be a tenancy from month-to-month. The Consideration shall remain at the amount paid under the last monthly rental. All other terms shall remain in effect. Such month-to-month tenancy shall continue until terminated by either party by giving thirty (30) days advance written notice to the other party.

SECTION 2. LEASED PREMISES

2.1 LEASED PREMISES

The Leased Premises consists of certain real property as described in the B Exhibits. For the purposes of this Lease Agreement, the Leased Premises shall include said Building and its appurtenances, the parcel of land on which they are located and all required ingress and egress routes for appropriate access. It shall include all common areas associated with the Building. Exhibit B-1 and Exhibit B-2 of this Lease Agreement contains a floor plan designating the Leased Premises and a site plan of the facility.

Location of Leased Premises:

123 abc street suite 200

salt lake city utah

2.2 PARKING

The Leased Premises are leased to Tenant together and along with the parking stalls in the parking area identified on the site plan in Exhibit B-2. Said parking stalls shall designate ingress and egress between the parking areas and the building.

2.3 SIGNS

Signs identifying the Leased Premises shall be provided in accordance with Exhibit A-1.

2.4 USE OF LEASED PREMISES

Tenant shall use and occupy the Leased Premises for exclusive use of the State of Utah. Tenant shall not at any time use, occupy or permit the Leased Premises to be used or occupied in any manner which would violate the Certificate of Occupancy issued for the Leased Premises.

2.5 REPAIR AND MAINTENANCE

2.5.1 LANDLORD'S RESPONSIBILITY

Landlord shall, at its sole cost and expense, perform all required maintenance and make all repairs necessary to maintain the Leased Premises. Said items shall include, but not be limited to, roof, structure, building envelope, provide grounds and parking lot maintenance, plumbing, air conditioning, heating, ventilation, electrical systems, windows, floors, including carpeting, and all other items which constitute a part of the Leased Premises. Landlord shall also insure that heating and air conditioning equipment is capable of maintaining temperatures as set forth in the Request for Proposal which is attached as Exhibit A-1. Landlord agrees to make timely repairs and have adequate and timely maintenance procedures. In the event of failure by Landlord to provide any of said services under this section, Tenant shall have the right to seek redress under the Default and Remedies found in Section 6.21 of this Lease Agreement.

2.5.2 TENANT'S RESPONSIBILITY

Tenant shall be responsible for the telecommunications lines and equipment installed by Tenant. Tenant shall also be responsible for the repair and maintenance of all office equipment and fixtures provided by Tenant. Tenant shall repair or replace any damage to the Leased Premises or the Building to the extent caused by the negligence of Tenant, its agents, or employees.

2.6 ALTERATIONS OF LEASED PREMISES BY TENANT

Tenant has the right to make alterations to the interior of the Leased Premises to accommodate systems furniture, computer and communication systems, and other related personal property and fixtures. In making said alterations, Tenant shall insure that any alterations made by Tenant shall comply with local building codes and life safety requirements. During the term of the Lease Agreement, if in the judgment of Tenant, it becomes necessary to provide additional services to accommodate the business of Tenant, Landlord grants Tenant the necessary right or license to install such services to the Leased Premises. Such services, if installed, shall be installed and paid for by Tenant. Tenant shall make no other alterations in the Leased Premises, except as provided herein, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

2.7 ALTERATIONS OF LEASED PREMISES BY LANDLORD

Landlord may make repairs, alterations, or improvements for the preservation, safety, or improvement of the Building or Leased Premises, provided that Landlord shall coordinate said work with Tenant so as not to disrupt Tenant's use of the Leased Premises and that such repairs or alterations do not increase the costs of operating and maintaining or lessen the ability of the Tenant to use the Leased Premises for State use.

2.8 CONSTRUCTION OF INITIAL TENANT IMPROVEMENTS

2.8.1 PREPARATION OF PLANS AND SPECIFICATIONS

Landlord and Tenant agree to meet within fifteen business days of execution of this Lease Agreement to develop a development and construction schedule which shall provide Tenant occupancy of the Leased Premises by the date indicated in the RFP or as may be mutually agreed to by the parties in Exhibit C-1. The parties shall devote such time in consultation with Landlord's architects and engineers as is necessary to prepare and finalize architectural and engineering plans and specifications which shall substantially describe all

the improvements to be made by Landlord. Plans and specifications shall be made in accordance with the State of Utah's Request for Proposal, attached hereto and made a part of the Lease as Exhibit A-1. In the event either party shall cause the development or construction to be delayed more than thirty days from the dates set forth on said schedule, then this Lease Agreement may be terminated by either party with fifteen days written notice.

2.8.2 APPROVAL OF PLANS AND SPECIFICATIONS

Tenant shall review and provide a written determination regarding the final plans and specifications to Landlord in a timely manner. Upon agreement by Tenant and Landlord, Landlord shall obtain approval and required permits from the local building authority and fire marshal. In the event the local building authority or fire marshal shall require changes to the plans and specifications as approved by Tenant, then Landlord shall resubmit said plans to Tenant for approval. Exhibit C-1 contains the approved drawings, plans, schedules, and specifications and shall be on file at offices of both Landlord and Tenant. The parties acknowledge that Exhibit C-1 shall be developed and attached after the execution of the Lease Agreement.

2.8.3 CONSTRUCTION OF APPROVED TENANT IMPROVEMENTS

Landlord agrees to obtain all required permits and to commence construction of the approved Tenant Improvements within 14 calendar days of receiving approval from the Tenant and the local building authorities. Landlord shall cause said Tenant Improvements to be completed no later than the date set forth in the schedule agreed to in Section 2.8.1 of this Lease. Landlord shall provide all of the work, labor, material, equipment, trade fixtures and other items in accordance with the plans and specifications. Landlord shall accommodate scheduling and installation of all Tenant's telecommunication lines prior to Possession Date of the Lease Agreement.

2.8.4 COST OF CONSTRUCTION

Landlord shall provide at its sole expense and be responsible for all costs associated with the construction of the Tenant Improvements, including but not limited to, architectural and engineering fees, building permit fees, utility hook-up fees, construction labor, materials, equipment and fixtures. Landlord shall provide the telecommunication demarcation services to the building. Tenant shall provide and be responsible for the costs of installation of telecommunications wiring and telecommunications equipment for the Leased Premises.

2.8.5 CHANGE ORDERS FOR TENANT IMPROVEMENTS

All modifications or changes to the approved construction plans and specifications in Exhibit C-1 shall be approved in writing by both Landlord and Tenant prior to the actual changes being made. All changes to the approved construction plans and specifications shall include a description of the change, time frame for the change, cost of the change and source of funding for the change. All change orders shall become a part of the Approved Plans and Specifications in Exhibit C-1 and shall be attached as Exhibit C-2.

2.8.6 ACCESS OF TENANT PRIOR TO COMMENCEMENT OF TERM

Landlord shall provide access to Tenant or Tenant's agent to the Leased Premises prior to the date specified as the Possession Date of the term of the Lease Agreement in order that Tenant may make the Leased Premises ready for Tenant's use and occupancy. This access shall be construed as a license only, not a Lease.

2.8.7 TENANT'S RIGHT TO INSPECT TENANT IMPROVEMENTS

Landlord and Tenant shall jointly review and inspect all aspects of the construction and improvements at periodic intervals during construction. Tenant's right to inspect the construction shall be limited to determining compliance with Tenant specifications and shall in no way be construed as inspection for local code compliance. At the end of construction, Landlord and Tenant shall jointly inspect the Tenant

improvements for the purposes of compiling a Punch List of those items to be corrected, finished, or completed to the satisfaction of Tenant. Landlord shall use its best efforts to complete, finish, or correct all items on said Punch List within twenty (20) days after said Punch List is compiled.

2.8.8 SUBSTANTIAL COMPLETION

The Leased Premises shall be substantially completed when both of the following shall have occurred:

(1) All improvements, remodeling, and repairs required by Exhibits C-1 and C-2 of this Lease Agreement have been entirely completed except minor Punch List items, the completion of which will not unreasonably interfere with the Tenant's normal business operations as determined by the Tenant.

(2) A Certificate of Occupancy, when required, has been issued by the local building authorities. Said certificate shall be delivered to Tenant prior to Possession of the Leased Premises. Said certificate shall be included as Exhibit C-3.

2.9 POSSESSION

The Leased Premises shall be delivered ready for occupancy when the Landlord and Tenant mutually agree in writing that the Tenant Improvements are Substantially Completed as defined in Section 2.8.8; in a neat, clean condition and in compliance with the requirements as agreed upon in Exhibits C-1 and C-2 and all applicable building codes and standards.

2.11 OPTION FOR ADDITIONAL SPACE

Option for additional space is addressed in Exhibit D attached hereto and made a part hereof.

SECTION 3. CONSIDERATION

3.1 RENTAL SCHEDULE

In consideration of granting this Lease Agreement the rentals payable by the Occupying Agency to Landlord shall be paid based on the rental schedule attached in Exhibit E-1.

3.2 RENT COMMENCEMENT DATE

Rent shall commence ten business days after Possession as defined in Section 2.9. If this date is other than the first day of the month, then rent shall be prorated.

3.3 LATE FEES

A one-time late fee of 3% of the monthly scheduled payment shall be assessed and payable for each payment postmarked more than fifteen calendar days after the due date. No other late fees or interest shall be assessed.

3.4 PAYMENT ADDRESS

All rental payments shall be made payable and delivered to Landlord at such address as may be designated in writing by Landlord. The original address for payment is found in Exhibit E-2.

SECTION 4. SERVICES

4.1 PROVIDED AND PAID FOR BY LANDLORD

4.1.1 UTILITIES

Landlord agrees to furnish, provide and pay for and cause to be maintained the following utilities and services for the Leased Premises during the term hereof: electricity, natural gas, water, sewer, demarcation location for telecommunication services, snow and ice removal, trash removal, and office building cleaning services and supplies.

4.1.2 SNOW

Snow and ice removal shall be completed prior to 6:30 a.m. after each nightly snow storm and in a timely manner at all other times.

4.1.3 JANITORIAL

All janitorial services shall be performed as set forth in Exhibit G. The janitorial services company shall provide all equipment and supplies necessary for cleaning purposes, and all paper products.

4.1.4 RISK ASSESSMENT

Landlord grants the right to the Tenant to assess the security risks of the janitorial staff and preclude personnel that, in the judgment of the State, are a security risk.

4.2 PAID FOR BY TENANT - TELECOMMUNICATION

Tenant agrees to pay for all telecommunication charges incurred by Tenant.

SECTION 5. CHANGE OF OWNERSHIP

5.1 LEASE AGREEMENT

This Lease Agreement shall remain in full force and effect throughout the initial term hereof and any extended or renewal term. The terms, conditions, and provisions of this Lease Agreement shall run with the subject Leased Premises and shall be binding on all present and future persons or entities that may have an interest in the subject Leased Premises. The term Lease Agreement as used herein shall include any and all Amendments to this Lease Agreement provided that such Amendments are in writing and executed by both the Landlord and Tenant.

5.2 FORM OF NOTIFICATION

In the event the ownership of all or any portion of the Leased Premises is conveyed to a new entity, the **former** Owner/Landlord or the **new** Owner/Landlord shall, within ten (10) days of such conveyance, provide Tenant one of the following documents: a written document indicating the County Recorder's number of the new document evidencing the new interest in the Leased Premises, the date of such conveyance and a copy of the document; specific instructions as to where the Lease Agreement payments should be made; and the new owner's federal identification number; **or** a notarized written document executed by the new Owner/Landlord with specific instructions as to where the Lease Agreement payments should be made, the new owner's federal identification number, and a County Recorder certified copy of the instrument indicating the ownership interest of the new Owner/Landlord.

5.3 ASSIGNMENTS

Assignments shall be considered and approved or denied by Tenant, in its sole discretion, on a case by case basis and shall not change any terms or conditions of the Lease Agreement. Execution of approved assignments shall not be unreasonably withheld.

5.4 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

Within ten (10) days after receipt of written request from Landlord, Tenant shall execute the Subordination, Non Disturbance and Attornment Agreement attached hereto as Exhibit F-1 and incorporated herein by this reference. Exhibit F-1 shall be the only form executed for Subordination, Non Disturbance and Attornment Agreement.

5.5 ESTOPPEL CERTIFICATE

Within ten (10) days after receipt of written request from Landlord, Tenant shall execute the Estoppel Certificate attached hereto as Exhibit F-2 and incorporated herein by this reference. Exhibit F-2 shall be the only form executed for Tenant Estoppel Certificate.

SECTION 6. GENERAL PROVISIONS

6.1 QUIET ENJOYMENT - WARRANTY OF HABITABILITY

Landlord hereby grants Tenant Quiet Enjoyment of the Leased Premises and warrants the habitability of said Leased Premises.

6.2 BUILDING RULES AND REGULATIONS

Landlord, Tenant, its agents, employees, and invitees shall comply with all requirements of the Building rules and regulations, which are attached hereto and made a part hereof as Exhibit H. Landlord and Tenant may mutually agree in writing to change such rules and regulations or to promulgate other rules and regulations. Landlord and Tenant shall be responsible for compliance with such rules and regulations by the employees, agents and invitees of Tenant.

6.3 LANDLORD'S RIGHT TO ACCESS

6.3.1 NOTIFICATION OF ACCESS

Tenant agrees to permit Landlord and any authorized representatives of Landlord to enter the Leased Premises with twenty-four (24) hours prior notice to Tenant to fulfill any of Landlord's obligations under this Lease Agreement or to make any repairs deemed necessary by Landlord. Landlord shall use its best efforts not to disturb Tenant in the performance of such work. In the event of an emergency, access to the Leased Premises shall not be denied.

6.3.2 TENANT'S RIGHTS

Tenant shall have the right to deny Landlord's contractors, employees, and/or agents access to any part of or all of the Leased Premises if, in the sole judgment of Tenant, such person(s) shall constitute a threat to any of Tenant's legitimate security or confidentiality interests.

6.4 MANNER OF GIVING NOTICE

Any notice to be given by either party to the other pursuant to the provisions of this Lease Agreement or of any law, present or future, shall be in writing and delivered personally to the party to whom notice is to be given, or by certified mail, return receipt requested, addressed to the party for whom it is intended at the address on Exhibit E-2. Any change of address shall be designated by written notification to the other party. Notice shall be deemed to have been duly given after deposit in the U.S. Mail, certified, postage-paid.

6.5 INSURANCES

Landlord agrees to keep the Leased Premises fully insured and to protect the same from damages or loss by all ordinarily insurable perils under an “all risk” insurance policy during the term of this Lease Agreement. Tenant agrees to fully insure any personal property it may locate in the Leased Premises. Landlord and Tenant mutually agree to hereby waive all rights of subrogation or action against each other or its insurers for any loss to the Leased Premises and to personal property it may locate in the Leased Premises covered by the required insurance. Required insurance policies shall not be subject to cancellation except after notice by registered mail at least 30 days prior to the date of such cancellation. Landlord shall provide certificates of required insurance no later than fifteen (15) work days after occupancy.

6.6 TAXES

Landlord shall pay all real property taxes, personal property taxes, and all other taxes assessed against the Leased Premises. Landlord acknowledges that Tenant (the State Of Utah) is exempt from real and personal property taxes.

6.7 FAILURE TO PERFORM/DAMAGE OR DESTRUCTION OF PREMISES

6.7.1 WHEN RELATED TO TERMINATION

In the event the Landlord has not or is not complying with any term of this Lease Agreement; or the Leased Premises by any means shall be partially or totally damaged, or partially or totally destroyed; and are thereby made partially or totally untenable at any time during the term of this Lease Agreement, Tenant shall have the option to terminate this Lease Agreement within thirty (30) days after notification of such noncompliance, damage or destruction. For purposes of this paragraph, “partially untenable” means that in the sole good faith judgment of the Tenant, the function of the Lease or the program of the occupier of the Premises is significantly affected in a manner that it is in the interest of the State of Utah to terminate this Lease Agreement. Notwithstanding this, if the Leased Premises are no longer viable for the purposes of the Lease due to such damage or destruction that is not due to the fault of the Landlord or Landlord’s agents or independent contractors, then the Landlord may terminate the Lease within ninety (90) days after notification of such damage or destruction.

6.7.2 OBLIGATIONS WHEN NOT TERMINATED

Except as provided in 6.7.1 above, If the Leased Premises are only partially destroyed, partially damaged or partially untenable, this Lease Agreement shall continue in full force and effect for the remainder of the Lease term and repairs shall be completed by Landlord as expeditiously as possible from the date of such destruction or damage in a mutually agreed upon time frame. Additionally, Landlord shall partially abate the rent due hereunder in the same proportion as the untenable portion of the Leased Premises is to the total Leased Premises being leased, until such time that said repairs are completed.

6.8 TENANT’S PERSONAL PROPERTY AND FIXTURES

All personal property and fixtures placed in or upon the Leased Premises by Tenant shall not become part of the Leased Premises. Tenant shall be privileged to remove the same at the termination or expiration of the Lease Agreement.

6.9 CONDEMNATION

If all of the Building or Leased Premises is taken or condemned, the Lease Agreement shall terminate effective as of the date of taking. If a portion of the Building or Leased Premises is taken or condemned and the remainder is, in either party’s opinion, not economically or functionally usable, then the determining party shall notify the other of the termination of the Lease effective as of the date of taking. Any prepaid rent shall be immediately refunded to Tenant.

6.10 GOVERNING LAW

This Lease Agreement shall be governed and construed in accordance with the laws of the State of Utah. Venue for court actions shall only be in the Third Judicial District of Utah.

6.11 TERMINATION & SURRENDER OF LEASED PREMISES

Tenant agrees to quit and surrender peaceable possession of the Leased Premises to Landlord when this Lease Agreement is terminated. Upon termination of this Lease Agreement, Tenant shall deliver the Leased Premises to Landlord in good condition, broom clean, normal wear and tear excepted.

6.12 TENANT'S OPTION TO TERMINATE LEASE FOR NON-FUNDING

Tenant and Landlord both acknowledge that Tenant cannot contract for payment of funds not yet appropriated by the Utah State Legislature and that the space requirements of this Lease Agreement may be altered by a federal act or an act of the Utah State Legislature occurring before the expiration of this Lease Agreement. Tenant, therefore, reserves the right for the above reasons to terminate the Lease Agreement by giving ninety (90) days' notice in the manner heretofore stated in this Lease Agreement.

6.13 LANDLORD'S COMPLIANCE TO CODES AND ADAAG GUIDELINES

6.13.1 CERTIFICATION

Landlord certifies that the Leased Premises is in compliance with all current applicable local, state and federal laws, codes, ordinances and regulations.

6.13.2 LOCAL BUILDING CODES AND REGULATIONS

The Leased Premises shall comply with all applicable codes, regulations, and the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Upon notification of any violation, Landlord shall have thirty days to begin the required corrective action and said action shall be completed as expeditiously as possible and in a mutually agreed upon time frame. Landlord shall be responsible to remedy such violations at its own cost and expense.

6.14 FORCE MAJEURE

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor disputes, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

6.15 SEVERABILITY

Each and every covenant and agreement contained in this Lease Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Lease Agreement, or application thereof, shall be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term or provision, other than that which is invalid or unenforceable, shall remain in full force and affect.

6.16 MARGINAL CAPTIONS AND GENDER TERMS

The headings and numbers as used herein are for the purpose of convenience only. They shall not be considered a part of the Lease Agreement and shall have no effect upon the construction or interpretation of any part hereof. The words Landlord and Tenant as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter.

6.17 RIGHT TO SUBLEASE OR CHANGE STATE AGENCIES

Tenant shall have the right to assign or sublet any part of or all of Leased Premises with Landlord's prior written consent, said consent shall not be unreasonably withheld. The Tenant reserves the right to change the Occupying Agency to other State agencies within the Leased Premises with prior consultation with Landlord.

6.18 AUTHORITY TO EXECUTE

Landlord and Tenant warrant that each is legally authorized to operate and do business in the State of Utah. Each person executing this Lease Agreement individually and personally represents and warrants that they are duly authorized to execute and deliver the same on behalf of the entity for which they are signing and that this Lease Agreement is binding upon said entity in accordance with its terms.

6.19 TIME IS OF THE ESSENCE

In all instances where either Landlord or Tenant is required by the terms and provisions of this Lease Agreement to do any act in a particularly indicated time or within an indicated period, it is understood and agreed that time is of the essence.

6.20 DEFAULT AND REMEDIES

6.20.1 DEFAULT

A default under this Lease Agreement occurs when the Landlord or Tenant fails to comply with any term, provision, or covenant of this Lease Agreement and either such default is not cured within fifteen (15) days after written notice thereof is received by the defaulting party; or if such event of default is not reasonably curable within fifteen days using due diligence, when the defaulting party shall fail to commence the pursuit of such cure within such fifteen day period or fails to diligently pursue such cure to completion thereafter.

6.20.2 FAILURE TO REMEDIATE DEFAULT

In the event the default is not cured or such cure is not commenced and pursued in accordance with Section 6.21.1 of this Lease Agreement, the non-defaulting party shall have the right at its election, to terminate this Lease by delivering written notice to the defaulting party or pursue any and all legal and equitable remedies against the defaulting party. However, in the event of default by Landlord, Tenant may perform whatever Landlord is obligated to do by the provisions of the Lease Agreement. Landlord agrees to reimburse Tenant immediately upon demand for any expenses which Tenant may incur in performing on behalf of Landlord or Tenant may deduct said expenses from future rental payments. Landlord agrees that Tenant shall not be liable for any damages to Landlord from such action, even if damages are caused by negligence of Tenant.

6.21 COSTS AND ATTORNEY'S FEES

In the event of any action, proceeding or litigation in a Court of competent jurisdiction, each party shall be responsible for its own costs and attorney's fees.

6.22 DISPUTE RESOLUTION PROVISIONS IN EXHIBIT "A"

This Lease Agreement shall be subject to and the Landlord and Tenant shall be bound by the Dispute Resolution Provisions in Exhibit "A" which is attached hereto and incorporated by reference herein as part of this Lease Agreement.

6.23 EXHIBITS AND ATTACHMENTS

All exhibits referenced in this Lease Agreement and attached hereto are hereby incorporated by reference and made a part of this Lease Agreement.

Exhibit A - 1
REQUEST FOR PROPOSAL

Exhibit A - 2
LETTER OF ACCEPTANCE

Exhibit B - 1
FLOOR PLAN

Exhibit B – 2
SITE PLAN

Exhibit C - 1
APPROVED DRAWINGS FOR IMPROVEMENTS

ON FILE WITH DFCM AND THE LANDLORD

Exhibit C - 2
APPROVED CHANGE ORDERS

Exhibit C - 3
CERTIFICATE OF OCCUPANCY

Exhibit D
OPTION TO RENEW AND OPTION FOR ADDITIONAL SPACE

Exhibit E - 1
RENT SCHEDULE

Exhibit E – 2
CONTACTS AND ADDRESSES

If to Tenant:

Division of Facilities
Construction and Management
Attention: Real Estate Manager
State Office Building Room 4110
P O Box 141160
Salt Lake City, Utah 84114-1160

With a Copy to:

If to Landlord:

With a Copy to:

PAYEE:

Exhibit F - 1
SUBORDINATION

SUBORDINATION, NON DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made this ___ day of _____, 20___, by and between _____ (the "Mortgagee") and the State of Utah, Division of Facilities Construction and Management, for and on behalf of the Department of _____ ("the Tenant").

W I T N E S S E T H T H A T

WHEREAS, Mortgagee is or will be the owner and holder of a Deed of Trust (hereinafter called the "Mortgage") dated or to be dated on or about _____, 20___, encumbering the real property described on Exhibit "A", attached hereto and by this reference incorporated herein for all purposes, and the buildings and improvements and personal property, excluding personal property owned by Tenant, now or hereafter located or used thereon (hereinafter collectively called the "Mortgaged Premises") securing the payment of a promissory note dated or to be dated on or about _____, 20___, in the stated principal amount of _____ Dollars (\$) executed by _____ payable to the order of Mortgagee.

WHEREAS, Tenant is the holder of that certain Lease Agreement (State Contract No. ___), hereinafter called "Lease," made and entered into (date)_____, 20___, by and between Tenant and Landlord (said Landlord and its successors and assigns occupying the position of landlord under the Lease hereinafter called Landlord"), covering the Mortgaged Premises.

WHEREAS, Tenant and Mortgagee desire to confirm their understanding with respect to the Lease and the Mortgage.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Mortgagee and Tenant hereby agree as follows:

Section 1. Subordination of Lease. The Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect, to the Mortgage and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage, provided that the Mortgage and any and all such increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations shall nevertheless be subject to the terms of this Agreement.

Section 2. Non-Disturbance. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any part to be performed, (I) Tenant's possession of the Mortgaged Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof or acquisition of additional space which may be affected in accordance with any option therefore in the Lease, shall not be diminished or interfered with by Mortgagee in the exercise of any of its rights under the Mortgage, (ii) Tenant's

occupancy of the Mortgaged Premises shall not be disturbed by Mortgagee in the exercise of any of its rights under the Mortgage during the term of the Lease or any such extensions or renewals thereof, and (iii) Mortgagee does hereby guarantee quiet and peaceable enjoyment of the Mortgaged Premises to Tenant.

Section 3. Mortgagee's Right to Cure. Notwithstanding anything in this Agreement or the lease to the contrary, the Tenant hereby agrees to give Mortgagee notice and fifteen (15) days' opportunity to cure any default by Landlord under the Lease; provided, however, that in no event shall Mortgagee be obligated to cure such default, nor shall Mortgagee be deemed to have assumed any obligations of Landlord under the Lease because of such notice or because the Mortgagee cured or caused to be cured any such default by Landlord.

Section 4. Attornment. If Mortgagee shall succeed to the interest of Landlord under the Lease, or if any purchaser acquires the Mortgaged Premises upon any foreclosure of the Mortgage or any trustee's sale under the Mortgage, Tenant shall attorn to Mortgagee or such purchaser, as the case may be, upon any such occurrence and shall recognize Mortgagee or such purchaser, as the case may be, as the Landlord under the Lease.

Section 5. Limitation of Liability. If Mortgagee shall succeed to the interest of Landlord under the Lease, or if any purchaser acquires the Mortgaged Premises upon any foreclosure of the Mortgage or any trustee's sale under the Mortgage, Mortgagee or such purchaser, as the case may be, in the event of attornment shall have the same remedies by entry, action or otherwise in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease and Tenant shall, from and after the succession to the interest of Landlord under the Lease by Mortgagee or such purchaser, have the same remedies against Mortgagee or such purchaser for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Mortgagee or such purchaser had not succeeded to the interest of Landlord.

Section 6. No Adverse Affect on Rights or Remedies. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Tenant under the Lease in the event of any default by Landlord (beyond any period given Landlord to cure such default) in the performance of any of the terms, covenants or conditions of the Lease on Landlord's part to be performed.

Section 7. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

Section 8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and any purchaser, and their respective heirs, personal representatives, successors and assigns. Further, this Agreement shall be binding upon any and all successors and assigns of Landlord.

Section 9. Notice Under Lease. To the extent that the Lease shall entitle the Tenant to notice of any mortgage, this Agreement shall constitute such notice to the Tenant with respect to the Mortgage defined herein.

Section 10. Notice. Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing, and shall be deemed to be delivered, whether actually received or not, upon deposit of same as provided below, in a regularly maintained official depository of the United States Mail located in the continental United States, and sent by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to Mortgagee:

If to Tenant:

State of Utah
Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114

Attention: Real Estate Manager

The addresses for purposes of this notice provision may be changed by either party by giving notice of such change to the other party in the manner provided herein for giving notice, except that deposit in the mail shall not be deemed delivery for purposes of changing such address. For the purpose of changing such address of the parties hereto actual receipt by the receiver is required; provided, however, if one party attempts to deliver such notice and the other party refuses or fails to accept delivery or for some other reason (other than the fault of the sender) such notice is not delivered, then proof that such delivery has been attempted by the sender shall be deemed sufficient notice of the change of sender's address. Unless and until such written notice is actually received (or proof that attempted delivery of such notice has been made is provided by the sender), the last address stated herein shall be deemed to continue in effect for all purposes.

Section 11. Choice of law. In the event that a dispute arises hereunder, it is specifically stipulated that the rights and duties of the parties hereto and the validity, construction and the enforcement of this agreement shall be interpreted and construed according to the laws of the State of Utah.

Section 12. Venue. In the event of a dispute involving this agreement or any of the other documents executed by the parties herein in connection herewith, the parties hereto agree that venue for any such dispute shall lie in any court of competent jurisdiction in Salt Lake County, Utah.

Section 13. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law effective while such illegal, invalid or unenforceable provision, there shall be added as a part of this Agreement a provision that is legal, valid and enforceable and is similar to terms to such illegal, invalid or unenforceable provision as may be possible.

Section 14. Headings. The paragraph headings hereof are inserted for convenience of reference only and shall not alter, define, or be used in construing the text of such articles, paragraphs or subparagraphs.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE MATTERS HEREIN DISCUSSED. IN THE EVENT THE PROVISIONS OF THIS AGREEMENT CONFLICT WITH THE PROVISIONS OF THE LEASE, THE LEASE SHALL GOVERN.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS EXISTING BY AND BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

MORTGAGEE:

Company _____

By: _____

(Date)

(Print Name)

Its: _____

NOTARY ACKNOWLEDGMENT

STATE OF)
 §
COUNTY OF)

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ (Title) of _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the ____ day of _____, 20__.

Notary Public
My Commission Expires:

TENANT:

STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

By: _____
(Date)

Lee Fairbourn

Its: Real Estate and Debt Manager

NOTARY ACKNOWLEDGMENT

STATE OF UTAH)
 §
COUNTY OF)

On this __th day of __month __, 20__ , personally appeared before me _____(name)____ who, being duly sworn, did say that (s)he is the Real Estate and Debt Manager of the Division of Facilities Construction and Management, a division of the Department of Administrative Services, State of Utah, and that the foregoing instrument was signed on behalf of said agency by statutory authority, and that the aforesaid agency executed the same.

Notary Public
My Commission Expires:

Exhibit F - 2
ESTOPPEL

TENANT ESTOPPEL CERTIFICATE

Date

To:

Re: Property Address:

Lease Commencement Date:

Amendment Nos.

Lease Expiration Date:

Contract No.

Landlord:

Tenant: State of Utah, Division of Facilities Construction and Management.

Leased Premises: _____ Rentable square feet

The undersigned Tenant hereby certifies to _____ and agrees that:

1. Tenant has accepted possession of the Premises (as defined in the Lease) pursuant to the Lease. The Lease Term (as defined in the Lease) commenced on _____, 20___. The termination date of the Lease Term, including renewals and extensions, is _____ .
2. Any improvements required by the terms of the Lease to be made by Landlord have been completed to the satisfaction of Tenant in all respects, and Landlord has fulfilled all of its duties under the Lease except,
3. The Lease, as may be amended, constitutes the entire agreement between the parties and there are no other agreements between Landlord and Tenant concerning the Premises.
4. The Lease is valid and in full force and effect and, to the best of Tenant's knowledge, neither Landlord nor Tenant is in default thereunder. Tenant has no defense, setoff, or counterclaim against Landlord arising out of the Lease or in any way relating thereto, or arising out of any other transaction between Tenant and Landlord.
5. The monthly rental presently payable under the Lease is \$ _____ which is pre-paid through _____. The amount deposited with the Landlord as a security deposit is \$0.00.
6. Tenant has not assigned said Lease or any portion of the premises demised thereby, the Tenant does not hold the leased premises under assignment or sublease.

7. There are no other written agreements between the Tenant and the Landlord with respect to the Lease and/or the leased premises and building.
8. This Estoppel Certificate is being executed and delivered by Tenant to induce the Lender to make a loan to Landlord, and with the intent and understanding that the above statements will be relied upon by the Lender.

TENANT

STATE OF UTAH

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

By:

Real Estate and Debt Manager

Exhibit G
JANITORIAL SERVICE REQUIREMENTS

JANITORIAL SERVICES AGREEMENT

JANITORIAL SERVICES ARE TO BE INCLUDED IN THE SERVICES TO BE PROVIDED TO THE LEASED PREMISES BY LANDLORD. The janitorial duties shall include, but not be limited to, the items listed below. All janitorial services shall be performed after 5:00 p.m. and must be completed prior to 7:00 a.m. the following morning. The janitorial service shall provide all equipment and supplies necessary for cleaning purposes, including all paper products. Landlord shall be willing to submit to the State a list of janitorial employees with their home addresses and telephone number for a security investigation. The State shall have the right to ask for the dismissal of any janitorial employee not meeting security requirements.

DAILY DUTIES (EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS):

- Empty and replace liners in all trash containers
- Vacuum all carpets and reposition all furniture in proper positions
- Dust mop or vacuum hallways and entries
- Sweep, dry dust mop and buff all vinyl floors
- Clean and polish drinking fountains
- Clean all entry glass, exterior and interior
- Re-set chairs to standard position in conference rooms
- Spot clean carpet and upholstery as needed
- Clean all entries to drip line
- Re-set chairs to standard positions in meeting rooms
- Clean elevator walls
- Clean elevator floors
- Wipe down break room tables and chairs
- Clean sinks and countertops in break room
- Clean restroom mirrors
- Clean and sanitize restroom fixtures and partitions
- Clean, wet mop and sanitize restroom floors
- Re-fill restroom dispensers (tissue, soap and towels)
- Re-fill break room dispensers
- Remove finger and hand prints from doors, door glass and partitions
- Close and secure all windows, where applicable
- Turn off all lights

TUESDAY AND THURSDAY DUTIES:

- Hand broom corners in corridors, halls and stairwells
- Spot clean office and hall walls
- Clean around light switches
- Clean doors and door frames
- Clean conference tables
- Sanitize restroom walls
- Polish bright work areas often touched

Clean and polish all handrails and banisters
Broom in front of all entrances to drip line
Clean (shake) all entry walk-off mats
Keep area around trash dumpster clean

WEEKLY DUTIES (SAME DAY EACH WEEK):

Vacuum all upholstery (chairs and couches)
Dust furniture and fixtures
Dust and clean window sills
Dust and clean mop boards
Spot clean all carpet
Dust and spot clean levelor blinds
Dust and clean tops of partitions
Keep restroom floors sealed and polished as needed
Clean all janitorial equipment

MONTHLY DUTIES (FIRST WORKING DAY OF EACH MONTH):

Damp wipe all vinyl chairs and couches in offices, conference room and halls
Dust all surface areas as necessary, clearing cobwebs, etc.

QUARTERLY DUTIES:

Dust and vacuum air diffusers and grills
Scour clean all office and hall trash containers
Strip and re-polish floors

SEMI-ANNUAL DUTIES:

Clean and treat all vinyl and leather chairs and couches
Vacuum draperies
Clean exterior and interior windows

ANNUAL DUTIES:

Clean all light fixtures
Remove and clean Levelor blinds
Clean all carpet

Changes in the frequencies, or days of performance of any duty, shall be made by mutual Agreement with the State and shall be specified in writing. The grounds shall be maintained in a clean and attractive manner at all times.

Exhibit H
BUILDING RULES AND REGULATIONS

BUILDING RULES AND REGULATIONS FOR LEASED FACILITIES

For the purposes of this “Rules and Regulations” document, the definitions of certain words contained herein are defined as follows:

- LANDLORD:** The Owner of the facility.
- OCCUPANT:** The Occupying Agency or Agencies that occupy the facility.
- TENANT:** The Utah Division of Facilities Construction and Management, a division of the Utah Department of Administrative Services.

ARTICLE 1. Entrances, passages, lobbies, elevators, vestibules, stairways, corridors or halls shall not be obstructed or used for any purpose other than ingress or egress to and from the Leased Premises. Doormats or walk off mats shall not be placed outside the main entry door of the Building by the Occupant. If such doormats or walk off mats are desired, Occupant shall notify Tenant and Tenant shall negotiate with the Landlord to acquire said doormats or walk off mats.

ARTICLE 2. No curtains, blinds, shades, screens, or any other kind of window covering shall be attached to or hung in any window or door of the Leased Premises by the Occupant without a prior written **request by the Occupant to Tenant and the receipt by the Occupant of approval and consent in writing by Tenant** for such request. Tenant shall not approve any such request or give its consent to any such improvements without receiving prior written consent of the Landlord pursuant to the provisions of the Lease Agreement. The quality, type, design, and color of any such window coverings are subject to the approval of both the Tenant and the Landlord.

ARTICLE 3. No additional signs, advertisements, notices or other lettering shall be exhibited, painted or fixed on any part of the outside or the interior of the Leased Premises without the prior written consent of the Tenant and the Landlord. The size, color and style of all such lettering are subject to the approval of the Tenant and the Landlord.

ARTICLE 4. Plumbing fixtures in the rest rooms shall not be used for any purposes other than those for which they were designed. No sweepings, rubbish, rags, acids or other substances shall be thrown or deposited therein. Any damage of restroom plumbing fixtures resulting from the misuse of the

fixtures shall be the responsibility of the Occupant.

ARTICLE 5. Occupant shall not mark, paint, drill into or in any way deface any part of the Leased Premises or the Building without a prior written request by the Occupant to the Tenant and the receipt by the Occupant of approval and consent in writing by the Tenant for such request. Tenant shall not approve any such request or give its consent to any such improvements without receiving prior written consent of the Landlord pursuant to the provisions of the Lease Agreement. No boring, cutting, or stringing of wires by the Occupant shall be permitted except with prior written consent of the Tenant and the Landlord. Wall trimmings or wall covering shall not be allowed.

ARTICLE 6. Tenant shall reserve the right to make alterations to the interior of the Leased Premises only to accommodate the erection or relocation of movable partitions, installation of computer and communication systems, and other issues related to the functional use of the leased space. Only the **Tenant** may make any other alterations, additions, substitutions, and improvements to the Leased Premises and only with the prior approval of the Landlord pursuant to the provisions of the Lease Agreement. At the time such approval is given by the Landlord, the Landlord shall inform Tenant if such alteration, additions, substitutions, and improvements shall become a part of the Leased Premises and remain with the Leased Premises at the end of the term of the Lease or if the Occupant shall be required to remove such alterations, additions, substitutions, or improvements at the end of the term hereof. The Occupant may be required to restore that part of the Leased Premises into like condition as existed prior to the installation of such alterations, additions, substitutions, or improvements, reasonable wear and tear excepted, and at Occupant's sole cost and expense.

ARTICLE 7. No vehicles or animals shall be brought into or kept in the Leased Premises unless such animal or vehicle is necessary for a person with disabilities. No person shall ride skateboards, roller blades or any other form of recreational vehicle into or onto the Leased Premises or the grounds and parking areas adjacent to the Leased Premises. Bicycles shall not be used for purposes other than as transportation to the workplace. Bicycles shall not be permitted in the offices, halls, corridors and elevators of the Building, nor shall any obstruction of sidewalks or entrances of the Building by such be permitted.

ARTICLE 8. No noise, including, but not limited to, loud music or the playing of musical instruments, recordings, radio or television, which might disturb

other occupants in the Building shall be made or permitted by any Occupant. The operation of Occupant's trade fixtures or equipment shall be permitted.

ARTICLE 9. Occupant shall use its best efforts to eliminate offensive odors that might aggravate a medical condition or be offensive to others in the office or to other occupants of the building. Burning of candles, incense, or other products that are considered to be a fire hazard shall not be permitted.

ARTICLE 10. Occupant shall not cause unnecessary labor by reason of carelessness and indifference to the preservation of good order and cleanliness in their Leased Premises or the Building. Food will be consumed only in designated areas of the Building, such as break rooms or conference rooms. Waste and unnecessary use of electricity and other utilities is prohibited.

ARTICLE 11. Tenant and Occupant shall not use or permit any portion of the Leased Premises to be used for any other purposes other than those specified in the Lease.

ARTICLE 12. In the event the security interest of any Occupant located in the building requires that ALL visitors entering and/or leaving the Building sign a register, the Occupant that requires such registration shall furnish passes to be issued to ALL visitors. Each Occupant shall be responsible for all visitors for whom Occupant has requested such passes and shall be liable to the Landlord for all acts or omissions of such person.

ARTICLE 13. The Leased Premises shall not be used for lodging, sleeping or for any immoral or illegal purpose.

ARTICLE 14. Canvassing, soliciting and peddling to other Occupants of the Building are prohibited and each Occupant shall cooperate to prevent the same.

ARTICLE 15. All Occupants and their employees are obligated to follow the provisions of the Building Fire Safety Plan and to participate in any fire drills, training sessions or any other activities deemed by the Landlord to be necessary for the safety of all Occupants.

ARTICLE 16. The Landlord shall have the right to change the aforesaid rules and regulations or to promulgate other rules and regulations in such a manner as may reasonably be deemed advisable for the security, safety, care, and/or cleanliness of the Building, and for the preservation of good order therein, all of which rules and regulations, changes and amendments will

be forwarded to Tenant in writing and if approved by Tenant shall be carried out and observed by each Occupant.

ARTICLE 17. Occupant's children or children of clients, visitors, and invitees of Occupant must be supervised by an adult at all times while in the Building or on the grounds. Children shall not be permitted to roam the Building unattended. Tenant shall not use or permit any portion of the Leased Premises to be used for any other purposes other than those specified in the Lease.

**Exhibit I
DISPUTE RESOLUTION**

DISPUTE RESOLUTION SECTION:

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The following dispute resolution procedures shall apply for any disputes initiated by the Lessor and these provisions are incorporated by reference in the Lease Agreement:

1. PROCEDURE FOR PRELIMINARY RESOLUTION EFFORTS.

- a. **REQUEST FOR PRELIMINARY RESOLUTION EFFORT (PRE).** A Lessor raising an issue related to a breach of this Lease Agreement or an issue concerning time or money shall file a PRE as a prerequisite for any consideration of the issue by the Division of Facilities Construction and Management (“DFCM” or “Lessee”). The labeling of the notice or request shall not preclude the consideration of the issue by the DFCM.
- b. **TIME FOR FILING.** The PRE must be filed in writing with the DFCM Real Estate Section Manager (DFCM Manager) within twenty-one (21) days after Lessor knew or should have known of an event for initiating the Pre. This shall not eliminate any right of the Lessee to the cure period as described in the Lease Agreement.
- c. **CONTENT REQUIREMENT.** The PRE shall be required to include in writing to the extent information is reasonably available at the time of such filing:
 - (1) a description of the issue;
 - (2) the potential impact on cost and time or other breach of the lease; and
 - (3) an indication of the relief sought.
- d. **SUPPLEMENTATION.** Additional detail of the content requirement above shall be provided later if the detail is not yet available at the initial filing as follows:
 - (1) While the issue is continuing or the impact is being determined, the Lessor shall provide a written updated status report every 30 days or as otherwise reasonably requested by the DFCM Manager; and
 - (2) After the scope of work or other factors addressing the issue are completed, the complete information, including any impacts on time, cost or other relief requested, must be provided to the DFCM Manager within twenty-one (21) days of such completion.
- e. **PRE RESOLUTION PROCEDURE.** The DFCM Manager may request additional information and may meet with the parties involved with the issue.
- f. **LESSOR REQUIRED TO CONTINUE PERFORMANCE.** Pending the final resolution of the issue, unless otherwise agreed upon in writing by the DFCM Manager, the Lessor shall proceed diligently with performance of the Lease Agreement and the State shall continue to make payments in accordance with the Lease Agreement.
- g. **DECISION.** The DFCM Manager shall issue to the Lessor, and any other party brought into the process by the DFCM Manager as being liable to the DFCM, a written decision providing the basis for the decision on the issues presented by all of the parties within thirty (30) days of receipt of all the information required under this Dispute Resolution Section 1. c. and d. above.

h. DECISION FINAL UNLESS CLAIM SUBMITTED. The decision by the DFCM Manager shall be final, and not subject to any further administrative or judicial review (not including judicial enforcement) unless a Claim is submitted in accordance with Claim provisions of this Dispute Resolution Section below.

i. EXTENSION REQUIRES MUTUAL AGREEMENT. Any time period specified in these PRE provisions may be extended by mutual agreement of the Lessor and the DFCM Manager.

j. IF DECISION NOT ISSUED. If the decision is not issued within the thirty (30) day period, including any agreed to extensions, the issue may be pursued as a Claim under the Claim provisions below.

l. PAYMENT.

(2) Except as otherwise provided in the Lease Agreement, any final decision where the DFCM is to pay additional monies to the Lessor, shall not be delayed by any PRE, Claim or appeal by another party.

(2) Payment to the Lessor of any final decision shall be made in accordance with the Lease Agreement for the complete performance of the Lessor of its obligations.

(3) Notwithstanding any other provision of the Lease Agreement, payment to the Lessor shall be subject to any set-off, claims or counterclaims of the DFCM.

(4) Any payment or performance determined owing by the Lessor to the DFCM shall be made within thirty (30) days of the determination becoming final.

2. RESOLUTION OF CLAIM.

a. CLAIM. If the decision on the PRE is not issued within the required timeframe or if the Lessor is not satisfied with the decision, the Lessor or other party brought into the process by the DFCM Manager, may submit a Claim in accordance with this Dispute Resolution Section 2 as a prerequisite for any further consideration by the DFCM or the right to any judicial review of the issue giving rise to the claim.

b. TIME FOR FILING. The Claim must be filed in writing promptly with the Director of DFCM (Director), but in no case more than twenty-one (21) days after the decision is issued on the PRE under Dispute Resolution Section 1 g. above or no more than twenty-one (21) days after the decision is not issued under Dispute Resolution Section 1 j. above, whichever is later.

c. CONTENT REQUIREMENT. The written Claim shall include:

- (1) a description of the issues in dispute;
- (2) the basis for the Claim, including documentation and analysis required by the contract and applicable law and rules that allow for the proper determination of the Claim;
- (3) a detailed cost estimate for any amount sought, including copies of any related invoices; and
- (4) a specific identification of the relief sought.

d. EXTENSION OF TIME TO SUBMIT DOCUMENTATION. The time period for submitting documentation and any analysis to support a Claim may be extended by the Director upon written request of the Claimant showing just cause for such extension, which request must be included in the initial Claim submittal.

e. LESSOR REQUIRED TO CONTINUE PERFORMANCE. Pending the final determination of the Claim, including any judicial review or appeal process, and unless otherwise agreed upon in writing by the Director, the Lessor shall proceed diligently with performance of its responsibilities and obligations under the Lease Agreement and the State shall continue to make payments in accordance with the Lease Agreement.

f. AGREEMENT OF CLAIMANT ON METHOD AND PERSON(S) EVALUATING THE CLAIM. The Director shall first attempt to reach agreement with the Claimant on the method and person(s) to evaluate the Claim. If such agreement cannot be made within fourteen (14) days of filing of the Claim, the Director shall select the method and person(s), considering the purpose of this rule as stated in Utah Administrative Code Rule R23-26-1. Unless agreed to by the Director and the Claimant, any selected person shall not have a conflict of interest or appearance of impropriety. Any party and the person(s) evaluating the Claim has a duty to promptly raise any circumstances regarding a conflict of interest or appearance of impropriety. If such a reasonable objection is raised, and unless otherwise agreed to by the Director and the Claimant, the Director shall take appropriate action to eliminate the conflict of interest or appearance of impropriety. The dispute resolution methods and person(s) may include any of the following:

- (1) A single expert and/or hearing officer qualified in the field that is the subject of the Claim;
- (2) An expert panel, consisting of members that are qualified in a field that is the subject of the Claim;
- (3) An arbitration process which may be binding if agreed to by the parties to the Claim;
- (4) A mediator; or
- (5) Any other method that best accomplishes the purpose of Section R23-26-1.

g. THE EVALUATION PROCESS, TIMEFRAMES OF EVALUATOR(S), DIRECTOR'S DETERMINATION, ADMINISTRATIVE APPEAL TO THE EXECUTIVE DIRECTOR AND JUDICIAL REVIEW. The Claim shall be evaluated, the

timeframe for specific events related to the person(s) evaluating the Claim, the Director's determination, any appeal to the Executive Director and any judicial review shall be subject to the provisions of Utah Administrative Code Rules R23-26-5(8), R23-26-5(9), R23-26-6 and R23-26-8.

h. PROCESS PREREQUISITE FOR FURTHER CONSIDERATION OR JUDICIAL REVIEW. The administrative appeal to the Executive Director is a prerequisite for any further consideration by the State of Utah, or to judicial review of the issue giving rise to the Claim. It shall be considered that the Lessor, or another party brought into the process by the DFCM, has not exhausted its administrative remedies if such an administrative appeal is not undertaken.

i. PAYMENT OF CLAIM.

- (1) When a stand alone component of a Claim has received a final determination, and is no longer subject to review or appeal, that amount shall be paid in accordance with the payment provisions of the Lease Agreement or judicial order.
- (2) When the entire Claim has received a final determination, and is no longer subject to review or appeal, the full amount shall be paid within fourteen (14) days of the date of the final determination unless the work (including responsibilities and obligations of the Lessor under the Lease Agreement) or services has not been completed, in which case the amount shall be paid in accordance with the payment provisions of the Lease Agreement to the point that the work or services is completed.
- (3) The final determination date is the earlier of the date upon which the Claimant accepted the settlement in writing with an executed customary release document and waived its rights of appeal, or the expiration of the appeal period, with no appeal filed, or the determination made resulting from the final appeal.
- (4) Any final determination where the DFCM is to pay additional monies to the Lessor shall not be delayed by any appeal or request for judicial review by another party brought into the process by the DFCM as being liable to the DFCM.
- (5) Notwithstanding any other provision of the Lease Agreement, payment of all or part of a Claim is subject to any set-off, claims or counterclaims of the DFCM.
- (6) The execution of a customary release document related to any payment may be required as a condition of making the payment.

j. CLAIM FEE; ALLOCATION OF COSTS OF CLAIM RESOLUTION PROCESS.

- (1) In order to file a Claim, a Lessor must pay a \$1500 filing fee to the DFCM.
- (2) Unless otherwise agreed to by the parties to the Claim, the costs of resolving the Claim shall be allocated among the parties on the same proportionate basis as the determination of financial responsibility for the Claim.

(3) The costs of resolving the Claim that are subject to allocation include the Lessor's filing fee, the costs of any person(s) evaluating the Claim, the costs of making any required record of the process, and any additional testing or inspection procured to investigate and/or evaluate the Claim.

(4) Each party is responsible for its own attorney fees.

k. ALTERNATIVE PROCEDURES. To the extent otherwise permitted by law, if all parties to a Claim agree in writing, a protocol for resolving a Claim may be used that differs from the process described in the Lease Agreement.

l. IMPACT ON FUTURE SELECTIONS.

(1) The presentation of a good faith and non-frivolous issue or Claim shall not be considered by the DFCM's selection process for a future award of a lease or other contract by DFCM; and

(2) The submission of a bad faith and frivolous issue or Claim or the failure by a Lessor to facilitate resolution of a Claim, may be considered in the DFCM's evaluation of performance and may affect the future award of a lease or other contract by DFCM.

m. REPORT TO BUILDING BOARD. The DFCM may report on the claim to the Utah State Building Board.