Purchase Order Change Notice

Agency Name		Date
Texas Racing Commission		01/07/2016
Street address		
8505 Cross Park Dr, Ste 110		
City	State	ZIP code
Austin	TX	78754
Contact name		
Dorene Corsentino		
Contact phone *(area code & number)*	E-mail	
512-490-4031	dorene.corsentino@txrc.texas.gov	

Vendor identification number (VIN)		
465724496		
Contractor name		
GAP VII Ind-A Cross Park, LP		
Street address		
3600 N. Capital of Texas Hwy, Ste 110		
City	State	ZIP code
Austin	TX	78746
Contact name		
Tracy Perez		
Contact phone *(area code & number)*	E-mail	
512-719-3050		

Agency purchase order/requisition number	Purchase order/requisition date
476-16-36B	06/01/2015

Scope of Change – *Include code(s) as applicable*

This Purchase Order Change Notice is being initiated for Consumer Price Index (CPI) Lease Payment increase for the lease space occupied by the Texas Racing Commission at 8505 Cross Park Dr. Ste 110. Effective February 01, 2016, the total amount is being increased by $3.58 per month at $13.39 annual rate per square foot for 6,419 usable square feet, resulting in a new rent amount of $7,164.70 per month. Rate increase approved by Texas Facilities Commission.

CPI Payment Increase of $7,164.70 will be made for remainder of FY16 (7 months); effective from February 1, 2016 through August 31, 2016.

Change unit price from $7,161.12 per month to $7,164.70 per month. No other changes made.

Sign Here ▶	Purchaser: Dorene Corsentino	Date: 1-7-16
sign here ▶	Signature authorized by agency	Date: JAN 07 2016

F-A206-Rev A-Eff. 07/23/15

Chair
Robert Thomas

Commissioners
William D. Darby
Patti Jones
Mike Novak
Jack W. Perry
Betty Reinbeck

Executive Director
Harvey Hilderbran

Mailing address:
P. O. Box 13047
Austin, TX 78711-3047
(512) 463-3446
www.tfc.state.tx.us

CPI LEASE PAYMENT NOTIFICATION
Lease: 1754 Austin
Term: 02/01/2001 through 01/31/2017

This agreement is made and entered into on this date, January 4, 2016, by the LESSEE, STATE OF TEXAS acting by and through the Texas Facilities Commission.

The Texas Facilities Commission approves a change in the total monthly rent for space leased due to a Consumer Price Index (CPI) adjustment in accordance with the lease contract.

Effective February 1, 2016, for the lease space occupied by the Texas Racing Commission (TRC), the total rent amount will be increased by $3.58 per month at $13.39 annual rate per square foot for 6,419 usable square feet, resulting in a new rent amount of $7,164.70 per month.

TEXAS FACILITIES
COMMISSION APPROVED:

Gayla Davis, Manager State Leasing
Services, Planning and Real Estate
Management Division

cc: Dorene Corsentino, Texas Racing Commission

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Chair
Betty Reinbeck

Commissioners
William D. Darby
Virginia Hermosa
Brant C. Ince
Mike Novak
Jack W. Perry
Alvin Shaw

Mailing address:
P. O. Box 13047
Austin, TX 78711-3047

(512) 463-3446
www.tfc.state.tx.us

CPI LEASE PAYMENT ADJUSTMENT NOTIFICATION
Lease: 1754 Austin
Term: 02/01/2001 through 01/31/2017

This adjustment is made on this date, January 22, 2015, by the LESSEE, STATE OF TEXAS acting by and through the Texas Facilities Commission.

The Texas Facilities Commission approves a change in the total monthly rent for space leased due to a Consumer Price Index (CPI) adjustment in accordance with the lease contract.

Effective February 1, 2015, for the lease space occupied by the Texas Racing Commission (TRC), the total rent amount will be increased by $39.17 per month at $13.39 annual rate per square foot for 6,419 usable square feet, resulting in a new rent amount of $7,161.12 per month.

TEXAS FACILITIES
COMMISSION APPROVED:

Gayla Davis, Manager State Leasing
Services, Planning and Real Estate
Management Division

cc: Tu-Anh Perez, Texas Racing Commission

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EXECUTIVE DIRECTOR
Cynthia L. Reed

CHAIRMAN
Brenda Pejovich

COMMISSIONERS
Stuart S. Coleman
James S. Duncan
Bob Jones
Victor E. Leal
Mary Ann Newman-Buckley
Betty Reinbeck

Texas Building and Procurement Commission

LEASE RENEWAL AMENDMENT
Lease: 01754 Austin
Term: 02/01/2001 through 01/31/2006

This Agreement is made and entered into on this date, 9/30/05, by and between the Lessor, Cross Park Investors, Ltd., and LESSEE, STATE OF TEXAS acting by and through the Texas Building and Procurement Commission.

The occupying agency, the Texas Racing Commission (TRC), shall continue to occupy and remain in possession of the leased premises for a period of 84 months, from February 1, 2006 through January 31, 2013. This period pertains to 6,419 square feet of space at $16.25 annual rate per square foot for a total of $8,692.40 per month.

All other terms and conditions remain the same. This amendment is by mutual agreement between Lessee and Lessor. If you have any questions, please contact Gayla Davis at 512-475-2438

TEXAS BUILDING AND PROCUREMENT COMMISSION APPROVED:

Gregg Werkenthin
State Lease Officer

Approved By:

Cross Park Investors, Ltd.

1711 San Jacinto Blvd. • P.O. Box 13047 • Austin, Texas 78711 • (512) 463-6363 • www.tbpc.state.tx.us

TRC

LEASE NO. 476-1754-E7B-AUSTIN

STATE LEASE
(BID)

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

1. **PARTIES**
This Agreement is made and entered into this 7TH day of SEPTEMBER, 2000, by and between (a) LESSOR, CROSS PARK INVESTORS, LTD., of TRAVIS County, AUSTIN, TEXAS and (b) LESSEE, STATE OF TEXAS.

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

6,419 square feet of net usable space, located in the

CROSS PARK BUSINESS CENTER Building, at

8505 CROSS PARK DRIVE, SUITE 110 Street address, in

AUSTIN City

TRAVIS County, Texas 78754

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

3. **MONTHLY RENTAL**
The Lessee agrees to pay Lessor TWELVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 Dollars ($12,750.00) per month during the term of this lease. (All additions or deletions of net usable space to this lease shall be based upon an annual rate of $23.84 per square foot.) Lessor agrees to submit monthly statements for rent to the occupying state agency. The monthly rentals provided for herein shall be due and payable by Lessee in advance on the first day of the month for which said rentals are due.

4. **TERM OF THE LEASE**
The term of this lease shall be for 60 months, commencing on the 1ST day of FEBRUARY, 2001, and ending on the 31ST day of JANUARY, 2006 unless sooner terminated as hereinafter provided.

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

(b)This lease contract is made and entered into in accordance with the provisions of Texas Government Code, Title 10, Subtitle D, and is made contingent upon the continuation of federally funded programs, or upon the availability of state funds appropriated by the Legislature, to cover the full term and cost of this lease. In the event a curtailment of federally funded programs occurs, or in the event state appropriated funds are unavailable, the General Services Commission, hereinafter referred to as the Commission, may assign another State agency to the space, or a part thereof, covered by this lease. Should Commission be unable to find another State agency or agencies to fill, or partially fill the space, the Commission, upon written notice to the Lessor, either may terminate this lease, or adjust it in accordance with the provisions of this lease.

Drew 11/9/00 pls. distribute

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

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

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

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

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

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

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

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

(n) In the event Lessor shall breach or be in default in the performance of any of the covenants or obligations imposed upon Lessor by this lease, and shall remain in default for a period of thirty (30) days after written notice from Lessee to it of such default , Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default. In lieu of a formal declaration of default and resulting termination as provided above, and in special cases urged by the occupying state agency, the Lessee may withhold payment of rent from Lessor, until such time as the violations have been corrected. If violations of this lease create an emergency situation and threaten the occupying agency's ability to use the premises, the Lessee may correct all or any part of the violations and deduct the cost from rentals due the Lessor. Such extraordinary remedies will only be undertaken in the best interest of the state when a move following termination would be highly disruptive to the occupying agency and detrimental to its statutory functions.

RE: BID 11:00AM

GENERAL SERVICES COMMISSION
STANDARD LEASE SPECIFICATIONS
For Office Space

I. **CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS**

A. The *Texas Racing Commission* (occupying agency), acting through the General Services Commission (GSC), desires to rent space to be used *to regulate ~~paramutual~~ wagering*. Space shall meet the minimum specifications contained within these Lease Specifications. pari-mutu

B. **LOCATION CRITERIA.**

1. Space shall be located within the city limits of *Austin, Travis* County, Texas.

2. Site must be on or within 450 feet of a primary street or highway. For purposes of this specification, a primary street or highway shall be defined as a street or highway with a minimum of *4 four* or *two* striped lanes for traffic, and open at both ends.

C. **LEASE TERM.**

1. Initial Term of Lease: Term of lease shall be *60* months, from *February 1, 2001* (commencement date) through *January 31, 2006* (ending date).

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

3. Extensions: Upon proper notice of intention to exercise this option and by mutual agreement between the Lessee and Lessor at that time, this lease may be extended up to *5 (five)* times for periods of up to *60 (sixty)* months each, under the same terms and conditions. The Lessee shall give Lessor notice of intention to exercise this option at least 180 days prior to expiration of this lease.

4. This lease shall contain a CPI Escalation Clause as provided in this Invitation for Bid.

5. Holding Over: The Lessee may, upon written notice to the Lessor at least thirty (30) days prior to termination of this lease or any extension, remain in possession of the Leased premises for a period specified in the notice, not to exceed one hundred twenty (120) days. The Lessee shall pay the Lessor for each month or part of a month, a pro-rata sum equal to the monthly rent in effect at the termination of this lease.

D. **LEASE SPACE.**

1. The space to be occupied shall contain a minimum of *6,419* net usable square feet and shall be partitioned by Lessor to conform generally to the room schedule detailed in Attachment "B".

OFFICE

1 Office	@	*220 square feet*	135
9 Offices	@	*135 square feet each*	80
18 Offices	@	*110 square feet each*	66
1 Personnel Training/Conference Room	@	*300 square feet*	183
1 Computer Operations Room	@	*600 square feet*	366
1 Reception Area	@	*225 square feet*	137
1 Secured Storage/File Space	@	*900 square feet*	
1 Break Room/Kitchen	@	*200 square feet*	
1 Telephone/Data Closet	@	*50 square feet*	
1 Library	@	*145 square feet*	
Allowance for internal hallways	@	*584 square feet*	

2. All major internal hallways shall be a minimum of *48* inches wide, center-wall to center-wall. All other internal hallways shall be a minimum of 44 inches wide, center-wall to center-wall. All hallways shall be clear and free of obstructions. No office shall be less than 10 feet in width, center-wall to center-wall.

3. Ceilings in all areas shall be a minimum of 8 feet high.

4. Space shall be contiguous on one floor.

E. REQUIRED SERVICES.

1. Lessor shall provide, at Lessor's expense, all utilities services (including conduit for telephone and data lines), meters and connections necessary for the proper and intended use of the space to be occupied by Lessee on all days Lessee is required to conduct its business. These utilities include: continuous hot and cold water, electricity and gas if required for heating and or cooling. If the occupying agency takes over utilities, as allowed under item #14 of the bidding instructions, water to be used by Lessor for landscaping and/or decorative purposes shall be metered separately and paid for by Lessor.

2. Utility bills for water, wastewater, gas and electricity (including the electricity in the Telephone/Data Closet and the air conditioning and heat needed in the Telephone/Data Closet) will be paid by Lessor. Utility bills for telephone, data transmission, and telecommunications will be paid by the Occupying Agency. The Occupying Agency's normal weekly hours of operation shall be 7:00 a.m. to 7:00 p.m., Monday through Friday, and 7:00 a.m. to 12:00 noon on Saturday. At Lessee's reasonable request, Lessor shall also make available all utilities at other times necessary.

3. Lessor shall provide janitorial service for the space at his expense, and no person other than the authorized janitor and his assistants will be permitted to enter the premises for such purpose. The authorized janitor and his assistants must be bonded. The Lessor is responsible for providing all supplies, equipment, and materials necessary for the proper cleaning of

Vending machine

From Wikipedia, the free encyclopedia

See also: Automated retail

A **vending machine** is a machine which dispenses items such as snacks, beverages, alcohol, cigarettes, lottery tickets, cologne, consumer products and even gold and gems to customers automatically, after the customer inserts currency or credit into the machine.

A vending machine made in 1952.

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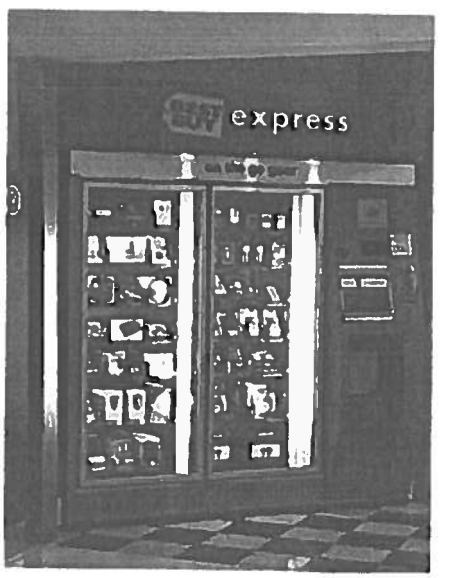

A Best Buy Express vending machine at an airport terminal, stocked with electronics. These are referred to as Automated Retail kiosks

History

The first reference to a vending machine is in the work of Hero of Alexandria, a first-century engineer and mathematician. His machine accepted a coin and then dispensed holy water.[1] When the coin was deposited, it fell upon a pan attached to a lever. The lever opened a valve which let some water flow out. The pan continued to tilt with the weight of the coin until it fell off, at which point a counterweight snapped the lever up and turned off the valve.

the space. In addition, the Lessor shall also provide all supplies including, but not limited to toilet paper, paper towels, and soaps for the refilling/restocking of dispensers throughout the space. The janitor's room must be kept in a clean and orderly condition at all times. The agency shall have access to these supplies during the day for restocking dispensers as needed.

Janitorial Services shall include:

a. On a daily basis (Monday through Friday), janitorial services shall include:

(1) Place automatic deodorizer in rest rooms, waiting areas and break rooms.

(2) Polish, buff, vacuum, sweep and/or dust mop all floors and vestibules.

(3) Detergent mop, rinse, and dry all non-carpeted floors; vacuum carpets and floor rugs; and spot clean carpet and floor rugs as necessary.

(4) Spot clean around light switches and door levers.

(5) Spot clean partitions, walls, doors, and baseboards.

(6) Clean and disinfect all rest rooms, urinals, toilets, wash basins and drinking fountains.

(7) Detergent mop, rinse, and dry all rest room floor surfaces.

(8) Empty and clean all rest room receptacles.

(9) Clean and refill all rest room dispensers.

(10) Empty and clean ashtrays, urns and wastebaskets and place refuse in proper container. Replace trash can and waste basket liners.

(11) Thoroughly clean break rooms, with cleaning to include, but not limited to, wiping tables, counters, sinks, microwave ovens, and all vending machines.

(12) Remove all refuse from building and place in proper containers.

(13) Set burglar alarm and secure and lock the building after last janitorial employee is out of building, if applicable.

(14) Spot clean all glass, including but not limited to mirrors, glass doors, and glass partitions.

(15) All non-carpeted floors must be spray buffed a minimum of three times weekly.

b. On a weekly basis, janitorial services shall include:

(1) Clean all baseboards and door frames.

(2) Clean and wash all entrance doors.

(3) Perform dusting on office furniture, including but not limited to desks, credenzas, workstations, and file cabinets.

c. On a monthly basis, janitorial services shall include:

(1) Perform dusting on all partitions, doors and window ledges.

(2) Brush down all walls, ceiling vents and light fixtures.

(3) Clean and wax all desks, if requested (the occupying agency's employees will insure desk is clear of loose paper).

(4) Clean blinds and window coverings.

d. On a semi-annual basis, janitorial services shall include:

(1) Steam clean all carpet and floor rugs.

(2) Strip and wax all non-carpeted floors using three coats of non-slip wax.

(3) Clean fluorescent light lenses and diffusers when needed and/or as requested by Lessee.

(4) Wash all windows (inside and out) and glass, including but not limited to mirrors, glass doors and glass partitions.

e. Should the Lessee exercise its right to assume janitorial services, the Lessor will continue to provide and pay for the following services:

(1) Exterior of windows washed twice yearly.

(2) Daily sanitation of rest rooms with germicidal detergent, and restocking of soap and paper products for rest rooms that are not within the occupying agency's space and for their exclusive use.

4. Lessor shall be responsible for furnishing appropriate, as reasonably determined by the Lessee, outside trash and refuse receptacles and for the removal of trash and refuse from the premises. This provision is not considered to be a part of the Janitorial Services required elsewhere in the specifications. Lessor shall be responsible for recycling if applicable in the community where the lease space is located.

5. The exterior of the building and adjacent grounds must be kept neat. All grass, trees, shrubbery and other landscaping must be trimmed on a regular basis.

6. The Lessor shall provide monthly interior and quarterly exterior building extermination service or when reasonably necessary as determined. Lessor shall provide a Material Safety Data Sheet (MSDS) for any required substances or materials. Any extermination service must be performed after normal business hours.

7. Lessor shall have building maintenance personnel available to respond to routine calls within twenty-four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance shall include, but not be limited to, situations involving the *Telephone/Data Closet and Computer Operations Room*, telephone/data equipment, air conditioning units, electrical wiring, plumbing leaking into occupied areas, roof leaks, disruption of water delivery to or drainage from any portion of the plumbing system, access into and out of the leased space, and environmental control. Lessor shall, at a minimum, acknowledge emergency calls within two (2) hours.

8. At the time of completion, Lessor shall clean or re-clean the lease premises to the condition expected from a normal commercial building cleaning and maintenance program. Cleaning operations to include, but not be limited to, the following and shall be completed before requesting the Lessee's inspection for clarification of final completion.

   a. Removal of non-permanent protection and labels.

   b. Polish glass.

   c. Clean exposed finishes.

   d. Touchup mirrors finish damage.

   e. Remove all waste and debris.

   f. Clean light fixtures and replace dimmed or burned out light bulbs.

   g. Sweep and wash paved areas as needed.

   h. Police yards and grounds.

   i. Vacuum all areas.

   j. Wax and polish all hard surface flooring.

   k. Clean blinds.

F. CODES, STATUTES, ORDINANCES, AND STANDARDS

Bidder/Lessor shall comply with all requirements listed in Attachment "A" hereto.

G. PERFORMANCE REQUIREMENTS

1. Where approval is required, approval will be by the occupying agency.

2. Invitations for Bid allow sufficient time for receipt of the preferred mail response. The State offers facsimile (FAX) service as a convenience only. The telephone number for FAX submission of bids is 1-512-463-1400. Bid confidentiality requires only this number is used and its use is for bids only. The State shall not be responsible for bids being received late, illegible, incomplete, or otherwise non-responsive due to failure of electronic equipment or operator error. For additional information, you may contact General Services Bid Services at 1-512-463-3377.

3. Estimated moving costs will be considered in the bid evaluation. The estimated moving cost of the *Texas Racing Commission* is $ *12,000*.

4. The General Services Commission will not accept a bid where the site is to be "mutually agreed". The bidder must identify a specific site, by address and/or legal description. Before award of contract, if the Commission so requests, the bidder must demonstrate that the bidder had control of such site as of the bid opening time and date, and that the bidder still has such control. Control shall be demonstrated by executed documents illustrating ownership, contract, or by other enforceable agreement, acceptable to the Commission, providing the bidder with such actual control.

5. Bidder shall attach to his bid a full and complete legal description and site plan that identifies the location bid.

6. Lessee reserves the right of inspection and may reject buildings based on adverse building conditions, including but not limited to general cleanliness, appearance of carpet or tile, grounds-keeping, finished interiors or exteriors, odors, pests, insects, or other problems relating to improper extermination and any other condition that would create unsanitary, unattractive or unsafe conditions in and around the leased space.

7. When the General Services Commission awards the lease contract, the "Bidder" becomes the "Lessor," and is responsible for all obligations of "Bidder" and all obligations of "Lessor."

8. Bidder shall attach to his bid, written evidence of the current zoning of the property offered to accommodate the lease space for evaluation by the General Services Commission and/or the Occupying Agency. In submitting his bid, bidder covenants and represents that the property offered is properly zoned for the use intended under these Lease Specifications. Notwithstanding this covenant and representation, the General Services Commission, at its option, may additionally require the bidder/Lessor to provide written verification from the appropriate municipal governing authority that the property offered is properly zoned for the use intended under these Lease Specifications.

9. Within thirty (30) days after award of the contract, the Lessor shall provide to the occupying agency written evidence that funds sufficient to complete the project in accordance with the bid specifications are available or have been committed by a lending institution. Such written evidence must be acceptable to the General Services Commission in form and substance. Failure to provide such evidence of financing shall constitute a breach of the lease contract and shall entitle the Lessee to exercise, at its option, any and all remedies it may have under the terms thereof. It is expressly provided, however, that in the event of such failure, Lessee's remedies shall

include but not be limited to the right to immediately terminate the lease contract by providing Lessor written notice of such termination.

10. Within thirty (30) days after award of the contract, Lessor shall provide Lessee a schedule (such as a Gant or Pert Chart) showing all critical dates in construction (or substantial renovation) for the space.

11. The occupying agency anticipate(s) that during normal hours of operation there will be approximately *28* employees and an average of *9* visitors per hour utilizing the space. Lessor, at Lessor's expense, shall utilize an architect or professional space planner to develop, based npon these lease specifications and the expressed needs of the occupying agency, a space layout which will accommodate the occupying agency's personnel, equipment and work flow. Development and finalization of the space layout shall be accomplished in a prompt and efficient manner. The space layout shall be acceptable to the occupying agency, and an acceptable layout shall be a condition of the lease. Two final dimensioned and scaled floor plans of the space and parking area(s) to be occupied by each agency shall be submitted to each occupying agency prior to occupancy of the space and any lease payment. [Note: Only the successful bidder (Lessor) is required to submit floor plans. Floor plans are not required at the time of bid period closing.]

12. If the building is to be built or substantially renovated prior to occupancy by the agency, two complete sets of architectural, mechanical and electrical drawings shall be furnished prior to start of construction to *Aleks Necak, Texas Racing Commission* at *8505 Cross Park, Ste. 110, Austin*, Texas, 78754. Receipt of such plans is for informational purposes only and does not relieve the lessor of his responsibility to comply with all rules, regulations, codes, ordinances and statues.

13. If the current Lessor is the successful bidder, the Lessor shall perform the work necessary to comply with the advertised specifications after 6:00 p.m., and on weekends, to minimize inconvenience to the office staff. During the course of the work, Lessor shall continue to meet all obligations and requirements of the current contract, including those related to janitorial duties and air quality. If the Lessee in its sole discretion determines that the Lessor during the course of the work is not keeping the office areas clean, and free of construction dust, materials, vapors, fumes, and the like, the Lessor must provide suitable space during the remaining remodeling which allows for normal operations of the occupying agency without interference of construction. Cost for space over the current rent, moving expense, telephone and computer relocation will be the responsibility of the Lessor.

14. The interior and exterior of the leased space offered must be suitable for use as office space and shall be typical of office space in the area.

15. Lessee shall have the right to approve the design and quality of the workmanship of the lease space (interior and exterior). The lease space is intended to be completed and finished in all respects, and commonly used items necessary for completion which have not been specifically addressed by these minimum specifications shall be considered to be reasonably implied. Materials and workmanship not specifically mentioned shall be assumed to be the best in common use as a standard practice of the trade.

16. If all or any portion of the contract will be subcontracted, as indicated on the GFEP Other Services Form, the following documents will be provided to the successful bidder (Lessor). No later than thirty (30) days prior to occupancy of the lease space, the successful bidder shall provide to the General Services Commission, said forms as referenced on Page 3 of this Invitation for Bid, as follows:

a. Determination of Good Faith Effort (DGFE)
b. The Historically Underutilized Business Solicitation Form (HUB-SF)
c. Historically Underutilized Business Letter of Intent (HUB-LOI)
d. The bidder providing subcontracting opportunities shall submit to the General Services Commission (GSC) a copy of the written notice of solicitation advertising the subcontracting opportunities (see GFEP Other Services form, criteria number two).

After occupancy, the successful bidder will provide the following documents to the occupying agency on a quarterly basis as referenced on Page 3 of this Invitation for Bid:

(1) Non-Historically Underutilized Business Progress Assessment Report (NON-HUB-PAR) - documentation of work subcontracted with HUBs.

(2) Historically Underutilized Business Progress Assessment Report (HUB-Par-A) -documentation of work subcontracted with Non-HUBs.

17. Lessor shall provide, at his expense upon completion of buildout of the space, disks of the CAD floor plans or "as built drawings" to the Lessee and occupying agency.

18. Lessor shall provide the occupying agency a copy of the Certificate of Occupancy issued by the appropriate city at least fifteen (15) days prior to the commencement date of the lease.

19. All time limits stated herein are of the essence of the lease contract.

20. Failure to comply with any Performance Requirements shall constitute a breach of the lease contract and shall entitle the Lessee to exercise, at its option, any and all remedies it may have under the terms thereof.

II. SITE REQUIREMENTS

A. PARKING FACILITIES.

1. Lessor shall provide off-street parking for *29* vehicles. *2 (two)* of these parking spaces must meet handicapped accessibility requirements and size requirements as prescribed in TAS and ADAAG. The size of non-handicapped parking spaces shall be in accordance with city code requirements. If no city code exists, these parking spaces must be for full size cars. Parking must be under the direct control of the Lessor and must be located within a reasonable distance of the entry to the lease space, as determined by Lessee. All parking spaces, with the exception of those for the handicapped, shall be located in no more than *2 (two)* areas. Parking

spaces for the handicapped shall be located as prescribed in TAS and ADAAG. The parking area shall be covered with a hard surface material such as concrete, asphalt paving or a comparable material with sufficient durability to withstand high volume traffic and all weather conditions. If needed, the parking area(s) shall be resurfaced and/or repaired to a like-new condition. The parking area must have drainage adequate to prevent accumulation of water. The Lessor shall provide and maintain all parking lot striping. The Lessor shall maintain the parking area in good condition and state of repair and parking area shall be kept clean at all times.

2. One in every eight accessible spaces, but not less than one, shall be designed and designated "van accessible" as prescribed by TAS and ADAAG. The vertical clearance at such spaces shall comply as prescribed by TAS and ADAAG. All such spaces may be grouped on one level of a parking lot or parking structure.

3. Lessor shall furnish exterior lighting for the building and parking area(s) necessary for security. The light fixtures shall be equipped with a light level-sensing device that will operate the units automatically. Lessor shall provide a minimum level of illumination to comply with industry standards. At a minimum, all parking areas shall be lighted to an average of 1.2 foot-candle and with a minimum of 0.3 foot-candle at any point in the parking lot. Readings shall be at parking surface.

B. SIDEWALKS: All exterior doors shall be connected with parking areas by a common sidewalk with a hard surface such as concrete, asphalt paving or a comparable material acceptable to the Lessee.

C. LANDSCAPING: To the extent it is economically feasible, and where practical, the Lessor agrees to make diligent efforts to landscape the space covered by the lease agreement with Texas trees, grasses, vines, flowers and shrubs native to or adaptable to the area in which the leased premises are located or are to be constructed. Lessor further agrees to make diligent efforts to use native trees, grasses, vines, flowers and shrubs in replacement landscaping for all new and existing space. A list of native trees, plants and shrubs and potential suppliers may be obtained from the Texas Department of Agriculture.

III. INSULATION & MOISTURE PROTECTION

A. Lessor shall provide and install insulation as follows: A minimum of R-26 in ceilings (when space is located in a single-story building or the highest floor of a multi-story building), R-19 in exterior walls, and R-13 in floors over an unheated space.

B. Exterior joints around windows and door frames; top and bottom wall plates, opening between walls and roof and between wall panels; openings and penetrations of utility service through walls, floors and roofs, and other such openings in the building envelope shall be caulked, gasketed, weather-stripped or otherwise sealed in an approved manner to prevent air infiltration. Sealant shall be checked annually and repaired, if necessary, to ensure that air infiltration is minimized. Fire dampers and caulking shall be installed where required by codes.

IV. CARPENTRY

The Break Room/Kitchen shall have a base cabinet with a heat resistant laminated plastic countertop and a standard size double kitchen sink with hot and cold water. The cabinet is to be approximately 96" long, 24" deep, and 34" high, and is to have two shelves, (including bottom of cabinet) spaced approximately 18" apart. There shall be a wall cabinet approximately 96" long, 12" deep, and 34" high, above the lower cabinet, with an opening above the sink. The upper cabinet is to have three shelves, (including bottom of cabinet) space approximately 12" apart. Cabinet sizes could be altered to fit the space configuration.

V. DOORS, WINDOWS, & GLASS

A. The building design shall incorporate glass shading by one of the following methods (listed in order of preference): Deciduous trees, sun screens, reflective glass, film on glass or tinted glass. Where cooling is a problem, the sun screen or blinds or window treatment should be light in color to reflect heat and light away from the building. Where solar heat gains are desired, the use of dark shades is recommended.

B. DOORS.

1. All exterior doors shall be keyed alike and shall have non-duplicating keys. Lessor shall furnish *28* keys, individually numbered as specified. All exterior and exit doors shall be equipped, unless otherwise required by code, with deadbolt locks with a minimum one-inch throw bolt. Building exterior exit doors shall provide locking hardware allowing emergency exit conforming to the current Life Safety Code requirements, including panic bars, as required by code. All door hardware and automatic door closers shall be of sufficiently sturdy construction to ensure security. If the primary entrance into the occupying agency's space is an exterior door to the building, it must be of laminated safety glass. All other occupying agency's exterior doors to the space must be either laminated safety glass or metal doors. Solid core or hollow core wood doors will not be acceptable. Exterior swing doors shall have non-removable hinge pins and automatic door closers, and all exterior doorframes shall be metal.

2. *All* interior rooms of the occupying agency's space shall have separately keyed locks with each lock being keyed separately from the locks on entry doors into occupying agency's space. Lessor shall furnish two individually numbered keys per door and two master keys.

3. Handles, pulls, latches, locks, and other operating devices on all doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs.

4. Rest room doors shall be equipped with automatic door closers.

5. All exterior doors to the occupied space must have a view slot or other means to allow visibility to the opposite side.

6. All interior doors shall be a minimum of 3 feet wide. All interior office doors shall be solid core doors, or equivalent, as approved. Hollow core wood doors are not acceptable.

C. WINDOWS.

1. At least 25% of the horizontal linear dimension of all walls surrounding the leased space shall be exterior walls. At least 15% of the interior finish, floor to ceiling area, of exterior building walls shall be windows. Spacing/grouping of glazed areas shall be reasonably determined.

2. All new metal framed windows must meet the American Architectural Manufacturing Association (AAMA) standard 101-93 and all new wood framed windows must meet the National Wood Window and Door Association (NWWDA) standard I.S. 2-93. Existing windows shall meet the standards in effect at the time they were installed.

3. All exterior windows of the lease space shall be constructed so as to provide the Lessee with reasonable security both from the standpoint of frame strength and type of locking or latching device.

VI. FINISHES

A. CEILINGS.

1. All offices and work areas shall have finished surfaces which include white acoustical ceilings, unless otherwise specified or agreeable to occupying agency. Broken or water stained acoustical tiles shall be changed out as needed or requested by occupying agency at Lessor's expense. Ceiling tiles need to be of sufficient quality and weight so they do not become dislodged due to the opening and closing of doors.

B. WALLS.

1. All interior walls shall have a washable surface. Vinyl clad gypsum board, gypsum board or wood paneling that is of a quality approved by the occupying agency is acceptable. Imitation wood paneling is not acceptable. Gypsum drywall construction is required. Back to back electrical outlets and telephone outlets shall be staggered with a full height stud between them. If gypsum board walls are used, they shall be covered with a high quality washable wallpaper or textured and painted with a high-grade semi-gloss, washable paint. Touch up painting will be provided by Lessor throughout the term of this lease and the entire space shall be repainted every five (5) years. The touch up painting must match the existing wall paint and if the touch up paint is unacceptable, repainting is required. Repainting shall be done at a time specified by the occupying agency. Wall surfaces shall be in new or like-new condition, clean and freshly painted or finished, and free from cracks and disintegration. Wall colors and accent colors must be approved by the occupying agency. Should it be necessary to renovate existing building, those renovations are to be done in such a manner as to blend into existing partitions in the same area.

2. All partitions shall be minimum floor to ceiling.

C. FLOOR COVERINGS.

1. Except as specified below, Lessor shall provide carpet throughout the entire space. Carpet shall be of commercial grade in new or like-new condition. Carpet shall be installed by the direct glue-down method. The carpet shall contain a 24-28 ounce nylon (or approved equal) fourth generation, 100% virgin continuous filament, high bulk or textured carpet yarn: Antron III, Anso 4, or equal. Pile height shall be a minimum of .125 inches with 8.4

stitches per inch. Carpet shall have a unitary latex back that will provide a 20-lb. tuft bind. Carpet shall have acceptable static performance for general commercial environments. The exposed edges of the carpet shall be fastened to the floor surface and there shall be a trim along the entire length of the exposed edge. Edge trim shall be beveled with a slope no greater than 1:2. Heavily patterned carpet shall not be used. Carpet shall be installed in as large pieces as possible. No "T" seams will be allowed. Variations in carpet as to quality, type or color within the same room or within the lease space as a whole, shall not be permitted without approval. Carpet will be replaced as needed throughout the life of the lease, but at least every ten years. The occupying agency shall have the right to approve carpet color and type.

2. Lessor shall provide 1/8" thick commercial grade non-slip vinyl composition tile or comparable floor covering throughout the following areas: *Break Room, Restrooms, Computer Operations Room, and Telephone/Data Closet*. Tile will be replaced as needed throughout the life of the lease, but at least every ten years. The occupying agency shall have the right to approve tile color and type.

VII. SPECIALTIES

A. SAFETY EQUIPMENT

Lessor shall provide all safety equipment, including and in addition to that specified herein, in accordance with the requirements of the applicable City's Building Code and Life Safety Code. Fire dampers and caulking shall be installed where required by codes.

1. At a minimum portable multipurpose fire extinguishers (one 5 lb., type ABC for every 3,000 square feet or maximum travel distance of 50 feet) will be provided and maintained in accordance with industry standards by Lessor. The number of extinguishers shall be according to the Life Safety Code. Extinguishers must be mounted to meet Article 8309g, T.C.S. and handicapped accessibility requirements as prescribed in TAS and ADAAG. The extinguishers must be readily visible, and the location must be properly marked and/or identified. Where possible, units will be placed in a recessed cabinet.

B. SIGNAGE.

1. In order to identify the occupying agency's space and/or building, Lessor shall provide and install exterior signage indicating the location of the occupying agency's space and/or building. The sign shall be designed and located in accordance with the standard signage regulations of the building, if applicable.

2. If occupying agency's space is in a building with more than one tenant, Lessor shall provide a directory on the ground floor indicating the location of the occupying agency's space. Lessor shall update the interior directory within ten days of request from the occupying agency.

3. Lessor shall be responsible for numbering each room or area as specified by the occupying agency. All numbering shall be permanently attached, match building decor, and meet the requirements of TAS and ADAAG.

C. REST ROOM ACCESSORIES.

Rest rooms shall have liquid soap dispensers, paper towel dispensers, large, commercial roll toilet paper dispensers and mirrors at least 18" wide by 30" high dimensions. In addition, the women's rest rooms shall have a sanitary napkin dispenser and disposal unit. All equipment must meet handicapped accessibility requirements as prescribed in TAS and ADAAG.

VIII. FURNISHINGS

Any exterior windows or glass doors shall have insulated draperies, blinds or other appropriate coverings for light control. The coverings shall be in new or like-new condition and shall be in satisfactory working condition. The occupying agency shall have the right to approve type and color of window coverings.

IX. MECHANICAL

A. PLUMBING.

1. Lessor shall furnish at Lessor's expense, *two* chilled drinking water fountains mounted at heights in compliance with TAS and ADAAG requirements.

2. Depending upon the size and occupancy level of the lease space, Lessor shall provide a sufficient number of rest rooms as required by Local Building Code. In the absence of a Local Building Code, the Uniform Plumbing Code shall be used to determine the sufficient number of rest rooms. The rest rooms shall be at appropriate locations throughout the building(s) and must be on each floor of Lessee's space.

B. HEATING, VENTILATION AND AIR CONDITIONING (HVAC).

1. The location of the HVAC unit(s) shall not unduly inconvenience the Occupying Agency, either due to maintenance requirements or noise levels.

2. Lessor shall furnish the most cost efficient, as determined by the Lessee, central vented heat and refrigerated air conditioning within the premises, at his own expense. A minimum Energy Efficiency Ratio (EER) of 9.5 at American Refrigeration Institute (ARI) conditions is required for cooling. Temperature throughout the interior premises shall be maintained to the following design conditions: Heating - 70 degrees Fahrenheit plus or minus 2 degrees, 30% relative humidity; Cooling - 76 degrees Fahrenheit plus or minus 2 degrees, 60% relative humidity.

3. The building must have a mechanical system that provides an indoor environment that is healthful, comfortable and free of objectionable odors. The heating, air conditioning and ventilation system shall comply with the requirements of the latest ASHRAE Standards for Ventilation for Acceptable Indoor Air Quality (currently ASHRAE 62-1989) and the latest ASHRAE Standards for Thermal Environmental Conditions for Human Occupancy (currently ASHRAE 55-1992). In conjunction with the requirements of ASHRAE 62-1989, a minimum of 20 cubic feet per minute (20 cfm) of outside makeup air must be provided per building occupant (employees plus normal number of visitors at a given time). In general, the average number of occupants in this space (at any given time) may be

calculated as the sum of total of employees plus average hourly visitors listed in Section I.G.10.

4. Forced air cooling and heating shall be ducted and vented throughout the space to provide the most efficient manner of operation and occupant comfort. Conditioned air shall be vented into each room and area with the exception of closets. [See Section I.G.10. for occupant load.]

5. Rest rooms must be provided with exhaust ventilation in accordance with local Building and Plumbing Codes. Exhaust shall be vented to the outside of the building (not into plenum, attic or other interior spaces). An exhaust capacity of at least 50-cfm per water closet or urinal shall be provided.

6. Thermostats shall be provided as necessary to control conditions throughout the leased space. Numbers and locations of thermostats and associated zones or equipment shall accommodate all internal and external loads to provide uniform temperatures (+/- 2 degrees F.) throughout the space, except as any localized special environmental conditions are identified herein. Temperature settings shall be under the control of the occupying agency.

7. Documentation for each accessible control device, including programming instructions, program code (if any) and trouble-shooting procedures shall be provided to the occupying agency.

8. All accessible HVAC controls shall have locking covers and one master key (or specially required tool) shall be provided to the occupying agency.

9. A fully adjustable damper shall be installed at each HVAC supply diffuser. Lessor shall be responsible for balancing the HVAC system and there shall be sufficient devices for air balancing or re-balancing of ductwork in the lease space.

10. Lessor shall provide static air filters for dust and particulate removal. It shall be the Lessor's responsibility to change the HVAC filters as reasonably necessary to maintain an efficient and properly effective HVAC system. "Reasonably necessary" shall be determined by the occupying agency, but in no event shall it be more than 30 days between filter changes.

11. All mechanical equipment shall be installed in accordance with and meeting the requirements of the applicable City's Building Code, Electrical Code, Mechanical Code, Plumbing Code, and Fire Code. Fire dampers shall be installed where required by codes.

X. ELECTRICAL

A. ELECTRICAL REQUIREMENTS.

1. Cost of furnishing electric fixtures and wiring shall be at Lessor's expense.

2. All electrical wiring and parts shall meet the current National Fire Protection Association (NFPA 70) National Electrical Code.

3. Bare wiring or wiring covered by molding carried across open floor will not be permitted without approval of Lessee.

4. All telephone and electrical conduit shall be hidden between walls or in ceilings.

5. Circuit loads shall be distributed so that any one branch circuit is not loaded over 80% of rated capacity (with 20% spare circuit capacity) in accordance with the National Electrical Code.

6. Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.

7. All branch circuit ground wires must be tied to a common ground at the distribution panel, to a service ground, or suitable building ground. The conduit must not be the sole means of grounding. The system neutral must be electrically isolated from the ground conductor except at the building ground station. All branch circuits shall be on the same primary transformer. All dedicated and isolated circuits must be on a secondary isolated transformer. All dedicated circuits shall be identifiable by use of orange colored plates on the outlets.

8. Lessor shall provide 120 volt electrical duplex wall outlets as follows: A minimum of one on each wall in each room where construction permits; walls in excess of twenty feet in length will require one every ten feet. A minimum of one in each hallway; hallways in excess of 50 feet in length will require one every 25 feet. If an outlet cannot be placed on a wall due to construction constraints, the occupying agency shall determine alternate location.

9. Lessor shall provide a 220V electrical outlet in the Secured Storage/File Space at a location to be determined by Lessee.

B. ELECTRICAL FIXTURES AND SWITCHES.

1. Cost of furnishing and installing electric lamps at inception of lease and replacements shall be at Lessor's expense. Lessor shall provide light of not less than 60 foot-candles on all surfaces 30 inches above floor level unless otherwise specified herein.

2. All lights and electrical accessories shall be high efficiency such as with a minimum of 35-watt high efficiency lamps and high efficiency ballasts with power factor of 90% or better. All luminary fixtures shall have a light diffusing panel or element. 2' x 4' fluorescent lighting fixtures shall have energy efficient ballasts and shall be a type that minimize glare on computer monitor (Prismatic plastic is preferred, but other types of panels with equivalent diffusing and glare reducing properties are acceptable as approved by the occupying agency) Under no circumstances will the use of a luminary or incandescent fixture with a bare exposed fluorescent tube or incandescent bulb, be permitted in the Lessee's office space, halls, or work areas.

3. Each room and area shall have an individual light switch at the entrance thereto. Rooms with two doors shall have three-way switches.

C. EMERGENCY LIGHTING AND ALARM SYSTEM.

1. An emergency lighting system shall be installed and arranged to provide automatic adequate illumination for a period of one and one-half (1-1/2) hours in the event of failure of normal lighting. The means of egress on each floor shall be illuminated at all points including angles and intersections of corridors and passageways, stairways, landings of stairs and exit doors to values of not less than 1 foot-candle measured at the floor. The system shall meet the requirements of the NFPA Life Safety Code and Sections 5-8 through 5-9, as prescribed under Article 8309g, Section 6, T.C.S. Emergency lighting shall be equipped with a battery back up system.

2. Exit lights shall be provided at each door leading to the outside of the building. Electric and/or luminous directional arrows shall be strategically placed to identify the way leading to the outside.

XI. TELECOMMUNICATION AND AUTOMATION REQUIREMENTS

A. GENERAL REQUIREMENTS.

1. Telecommunications service contractor(s) to be specified by the Occupying Agency, will be responsible for installation of all computer and telephone station wiring, jacks and equipment. Lessor shall coordinate with the telecommunications service contractor(s) to provide for the required installations at the appropriate times during construction. This coordination shall include provision for station wiring to be concealed between walls or within power poles, as applicable.

2. Lessor shall provide and install all telecommunications conduit at or above ceiling height and provide and install pull lines and preparation necessary per the telecommunications service contractor(s) and/or the city building code. The occupying agency anticipates the need for *38* cable drops and *54* data cable drops and shall notify Lessor of their exact location. All telecommunications or telephone conduit shall be hidden between walls or in ceilings.

3. Lessor shall provide one outlet box with conduit and pull line in each room. An additional *5* outlet boxes with conduit and pull lines shall be provided in locations designated by Occupying Agency.

4. If space is on more than one floor, Lessor shall ensure that telephone/computer lines can go from floor to floor and still meet the communications needs of the agency.

5. If access space for cabling and wiring is not open, Lessor shall furnish sufficient conduit access routes through any obstructions, with a pull string in each conduit.

6. Lessor shall provide conduit from access point on building exterior to the *point of use* for telephone lines and data circuits.

B. COMPUTER OPERATIONS ROOM.

The Computer Operations Room shall be provided with its own 24-hour-a-day, 7-day-a-week air conditioning system. This system must not be included in any energy management system or device for the remainder of the building. The unit(s)

shall always maintain a temperature of 63 F (plus or minus 2 degrees F), and the relative humidity will be maintained at 60% (plus or minus 5%). Temperature measurements shall be read at the intake air filter of the computer component units. The air and return air vents must have an automatic cutoff switch, which operates independently when the fire suppression system is activated. Unless required by code, no pipes, drains or ducts for the remainder of the building may be positioned to run over these rooms. Two motorized dampers (minimum 12" x 12") with override thermostat and controls shall be installed with connecting supply ducts to the adjacent unit nearest the Computer Operations Room to provide fail-safe cooling if the primary unit fails. Provisions must be made for return air.

ESCALATION CLAUSE (50%)

1. On each annual anniversary date of the lease, the total monthly cost of the resulting contract may be adjusted by changes in the Consumer Price Index reflecting percentage increases or decreases. The Lessor must request by letter to the Lessee any increase in rent no later than thirty (30) days from the anniversary date.

2. The Formula for determining the amount of escalation allowable in any given contract year shall be:

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

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

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

   <u>For Illustrative Purposes Only:</u>
   January, 1985 = 312.6
   January, 1986 = 324.3 represents 3.7% increase

4. Base Factor: Fifty percent (50%) of the monthly cost on Bid will be the base factor used to calculate the escalation.

   Example:
   If the total cost per month for the subject space is $2,000.00, the base factor would be $1,000.00 (50% of $2,000.00 = $1,000.00). Base factor being $1,000.00 and the escalation allowable is 3.7%, then the amount of escalation allowed is $37.00 ($1,000.00 x 3.7% = $37.00) and the new monthly rental for the new year of the contract would be $2,037.00.

5. The first escalation would be *February 1, 2002*, based upon the percent change in the CPI from *November 2000* and *November 2001*. Each succeeding year, the same procedure as outlined above will be used.

6. If Lessee elects to pay for both utilities and janitorial service as provided in Item 14 of the Bidding Instructions, this 50% CPI Escalation Clause shall change to a 25% CPI Escalation Clause. If Lessee elects to pay only for utilities, the change shall be to a 35% CPI Escalation Clause. If Lessee elects to pay only for janitorial service, the change shall be to a 40% CPI Escalation Clause.

Attachment "A"

CODES, STATUTES, ORDINANCES, AND STANDARDS

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

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

(1) Texas Government Code, Title 10, Subtitle D, Chapters 2151 through 2176, which governs the leasing of space for State Agencies, and Title 1, Texas Administrative Code, Chapters 115.31 through 115.40 governing State Leased Property.

(2) Chapter 501, Texas Labor Code; Title 28, Texas Annotated Code, Section 251.401 and Section 251.402; 29 Code of Federal Regulations, Part 1910, republished in its entirety as of November 7, 1978 (commonly known as OSHA); and 29 Code of Federal Regulations, Part 1926, Occupational Safety and Health Regulations for Contractors, republished in its entirety February 9, 1979, and amendments thereto.

(3) The Texas Accessibility Standards ("TAS") regarding architectural barriers to persons with disabilities promulgated under Article 9102, T.C.S.; as prepared and administered by the Texas Department of Licensing and Regulation; the ADA Accessibility Guidelines ("ADAAG") promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 United States Code 12101 et seq.; and these specifications. In instances of differences between TAS, ADAAG, and these specifications, the most stringent requirement (i.e., providing the highest degree of accessibility) shall apply.

Neither the Commission nor the occupying agency has authority to waive any requirements of Article 9102, T.C.S., and any claim to such waiver is expressly denied.

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

b. Article 9102, T.C.S., requires that all plans and specifications for construction or for the substantial renovation, modification, or alteration of a building or facility leased by the state that has an estimated construction cost of $50,000 or more be submitted to the Texas Department of Licensing and Regulation (T.D.L.R.) for review and approval prior to the time that construction or that substantial renovation, modification, or alteration on the building or facility begins. T.D.L.R. is also required to inspect the leased space prior to occupancy of the lease, regardless of the estimated construction cost.

(1) If bidder has contracted with an architect, interior designer, or engineer, the plans and specifications shall be submitted to T.D.L.R. by said architect, interior designer, or engineer who has overall responsibility for the design of the constructed or reconstructed building.

(2) Bidder shall submit the plans and specifications to T.D.L.R. if there is no architect, interior designer, or engineer with that responsibility.

(3) Bidder will be solely responsible for payment of all fees required by T.D.L.R. for performing its functions under Article 9102.

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

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

Telephone: (512) 463-3211

(4) Within sixty (60) days after award of the contract, the bidder shall make arrangements with T.D.L.R. and shall pay the applicable fee for inspection of the lease space by T.D.L.R.; T.D.L.R. is required to inspect the leased space prior to occupancy of the lease, as allowed in paragraph I.C.2.. Bidder shall notify T.D.L.R. in writing at the address listed after paragraph 1.b.(3) above to make arrangements for inspection of the lease space.

c. The following specific requirements do not relieve the bidder from the obligations in paragraph 1.b.(3) above.

(1) If the space is "to be built", the space and exterior conditions shall comply with all accessibility standards for accessible sites and accessible buildings applicable to new construction as prescribed in TAS and ADAAG.

(2) If the space is in an existing building, the site and building entrances shall comply with requirements applicable to new construction. The space shall be considered a primary function area and shall comply with requirements for accessible buildings applicable to alterations in TAS and ADAAG.

(3) If the space is in a qualified historical building or facility, the site shall comply with requirements for accessible sites applicable to new construction and the space shall comply with requirements for accessible buildings subject to historical preservation in TAS and ADAAG.

(4) In instances where an element of accessibility does not meet the technical requirements of regulations under Article 9102, T.C.S., alterations to achieve compliance will be required unless written justification supporting impracticality is submitted to and approved in writing by the Texas Department of Licensing and Regulation prior to bidding on the lease. If the Texas Department of Licensing and Regulation determines that full compliance with a technical requirement is impractical, there shall be substantial compliance with the requirement to the maximum extent practical and as established by the Texas Department of Licensing and Regulation.

2. Hazardous Materials and Asbestos Containing Building Materials

a. If Lessor uses or brings any type of material or substance into the lease space for which a Material Safety Data Sheet (MSDS) is required, the Lessor shall provide the Lessee and the occupying agency/ies with a copy of the MSDS prior to using or bringing the material or substance into the lease space.

b. Asbestos Containing Building Materials

(1) If the building is of new construction, the Lessor, upon submitting his bid, certifies that no asbestos containing building materials (ACBM) has, or will be used for construction. At or prior to the commencement date of the lease, the Lessor shall cause to be delivered to Lessee and the occupying agency a written certification that the building is in full compliance with all applicable Federal, State, and Local laws and regulations prohibiting the nse of asbestos containing building materials in new construction of schools and public buildings, and that the building is free of all ACBM's. Certification must be signed by an Engineer, Architect, or other such qualified professional who was directly involved in the construction of the building, and who spent a significant amount of time on site overseeing the project.

(2) The Lessor, upon submitting its bid for an existing building or space within an existing building, certifies that the building is free of friable regulated asbestos containing materials (RACM), or that the building will be free of RACM upon lease commencement. Lessor must provide to Lessee and to the occupying agency/ies, within 30 days following the date of the Notice of Award, a complete asbestos inspection/survey report of the building conducted by a firm and/or individual appropriately accredited and licensed by the Environmental Protection Agency (EPA) and Texas Department of Health (TDH) to perform such work. The laboratory used for asbestos sample analysis must also be accredited and licensed as such. The report must include a conclusions and recommendations section irregardless of inspection findings, and include copies of applicable TDH licenses.

The survey report must be provided to the Lessee with a copy to the occupying agency within the time period stated above, and shall be in a form and substance acceptable to the Lessee, at its sole discretion. If report findings warrant, Lessor shall also provide to Lessee and the occupying agency a written asbestos Operations and Maintenance (O&M) Plan specifying how any remaining non-friable ACBM's will be managed within the building, and the appointed Lessor's representative assigned to manage the O&M plan. In the event an acceptable inspection report is not received within the time provided, or in the event the report indicates the presence of friable RACM, or non-friable ACBM of notable concern, Lessee shall have the right to terminate the lease immediately, or at any time thereafter upon delivery of written notice of such termination to the Lessor. Any delay in Lessee's exercise of such rights shall in no event be deemed to be a waiver of those rights. At Lessee's sole option, and in a manner and method acceptable to Lessee, Lessor may perform asbestos abatement should the report indicate the presence of friable RACM , or non-friable ACBM of notable concern. The abatement of such materials shall be completed prior to lease commencement.

(3) Asbestos and all other applicable environmental related reports are subject to final review and approval by Lessee environmental staff. All costs associated with required asbestos building inspections, Lessee environmental staff review, and asbestos abatement and/or O & M requirements shall be borne by the Lessor.

3. Inspection During Renovation/Construction of Lease Space

a. To ensure that the lease space is compliant with lease specifications during construction or renovation of lease space, the Lessee may utilize its construction inspectors to inspect the space as deemed necessary prior to the commencement date.

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

5. The space to be occupied by the occupying agency pursuant to the terms of this lease must comply with all applicable federal, state, or local laws, statutes, ordinances, codes, rules and regulations relating to the public health, safety, and welfare, and Lessor hereby covenants that the space made the subject of this lease will so comply. The occupying agency reserves the right, either prior to occupancy of the space or at any time during occupancy of the space, to inspect the premises to verify the Lessor's compliance with the covenant herein made. The occupying agency may perform the inspection, or have it performed on behalf of the occupying agency.

6. Leased space shall meet all zoning and building code requirements of the Local Government(s) in which the space is located. Lessor shall comply with all Local Government(s) rules and regulations regarding land development including, but not limited to, subdivision requirements, zoning ordinances, site reviews, plan reviews, development and building permits, inspections, and certificates of occupancy. The General Services Commission shall not exercise its authority to request an exemption from such rules and regulations regarding land development. If Lessor seeks or acquires an exemption from such rules and regulations regarding land development in direct violation of this paragraph, such action shall be grounds for termination of the lease by the General Services Commission in accordance with paragraph 5(n) of the State Lease contract.

7. The occupying agency have an agency-wide non-smoking policy. Space to be occupied under this lease shall be designated "non-smoking area". In addition, Lessor shall comply with any local non-smoking ordinances applicable to the building to be occupied by the agency. has

8. Lessor warrants, promises and represents that all building components, systems and services that are provided as a result of entering into this lease, whether specifically required by the lease or not, shall be year 2000 compliant. "Building components, systems and services" shall include, but not be limited to: heating, ventilation and air conditioning; electrical; plumbing; lighting; sprinkler; elevator; security; automatic door and gate opening, closing and locking; card or keypad access or control; fire and smoke alarm, detection and reporting; telephone; computer automation; monitoring; and other building related components, systems and services. "Year 2000 compliant" shall mean that all building components, systems and services shall operate accurately and in the manner intended as they relate to date related operations when given a valid date containing century, year, month and day.

As evidence that all building components, systems and services referenced above are Y2K compliant, Lessor must complete a Lessor Y2K Space Survey for the lease space. The Lessor Y2K Space Survey will be provided by Lessee to Lessor at time of award of contract and must be completed and returned to Lessee within 30 days of award of the contract.

RE: BID 11:00AM

Attachment "B"
(Room Schedule)

OFFICE

1 Office	@	*220 square feet*
9 Offices	@	*135 square feet each*
18 Offices	@	*110 square feet each*
1 Personnel Training/Conference Room	@	*300 square feet*
1 Computer Operations Room	@	*600 square feet*
1 Reception Area	@	*225 square feet*
1 Secured Storage/File Space	@	*900 square feet*
1 Break Room/Kitchen	@	*200 square feet*
1 Telephone/Data Closet	@	*50 square feet*
1 Library	@	*145 square feet*
Allowance for internal hallways	@	*584 square feet*