



THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

RE: LEASE NO. 694-6982-E4
HARLINGEN

STATE LEASE

1. PARTIES

This Agreement is made and entered into this 31ST day of JANUARY, 19 91, by and between
(a) LESSOR, BILL BURNS
of CAMERON County, 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:

7,548 square feet of net usable space, located in the
N/A Building, at
1430 N. 77 SUNSHINE STRIP [street address], in
HARLINGEN 78550 [city]
CAMERON County, Texas.

Lessor also promises to furnish any and all requirements related to such property and premises as set out in the Invitation for Bid, 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 State of Texas agrees to pay Lessor not more than FIVE THOUSAND SIX HUNDRED FIFTY-THREE AND NO/100 Dollars (\$ 5,653.00) per month during the term of this lease. (All additions or deletions of net usable space to this lease shall be based upon a charge of 74.89 cents per square foot per month.) 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 120 months commencing on the 1ST day of OCTOBER, 19 91, and ending on the 30TH day of SEPTEMBER, 20 01, unless sooner terminated as hereinafter provided.

(a) The Lessee, at its option, may renew this lease in accord 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 Article 6 of Article 601b, Vernon's Texas Civil Statutes, (V.T.C.S.), 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 State Purchasing and General Services Commission, hereinafter referred to as Commission, may assign another State agency to the space, or a part thereof, covered by this lease. Should the 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.

(c) If the Lessor shall be unable to give possession of the demised premises on the date of commencement of the term hereof by reason of the fact that the premises are located in a building being constructed and which has not been sufficiently completed to make such premises ready for occupancy, or if repairs, alterations, improvements or decorations of the demised premises are not ready for occupancy by the Lessee on the date of commencement of the term hereof, the Lessee may terminate the lease and attempt to secure other lease space in accord with Article 601b, supra. The Lessee may not terminate the lease if the delayed occupancy is the responsibility of the State, or is caused by conditions beyond the Lessor's control such as strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, inclement weather, or any cause beyond the Lessor's control, which constitute a justifiable delay. Should termination occur under this paragraph, the Lessor will be liable in damages for any additional rent the Lessee is required to pay for facilities substantially equal to those bid by the defaulting Lessor. If the Lessee so elects, the Lessee may continue to treat this lease as in force and effect for a period of no more than 120 days after the stated date of commencement. During this time, or for as long as possession does not commence, the rent reserved and covenanted to be paid shall not be paid and Lessor shall be liable for all costs necessary to house the State agency in question during this term. Payment hereunder shall not begin until the possession of the premises is given or the premises are available for full occupancy by the Lessee.

5. GENERAL TERMS AND CONDITIONS

(a) Lessor further agrees that should the Lessee request additional space during the term of this lease, Lessor may furnish such space as is requested by the Lessee, if available, adjacent to space covered by this lease at a rental not more than the monthly cost per square foot shown in paragraph 3 above, and to be concurrent with the balance of the period covered by this lease. If it is determined by the Commission that market conditions have changed since the start of this lease, or the start of any option period currently in effect, the monthly cost per square foot applicable to the space to be added may be adjusted to reflect present market conditions as agreed to by the Lessor and Lessee. The Lessor shall also furnish any and all services provided in this lease. The lease of additional space shall not be valid, however, unless evidenced in writing and signed by both parties.

(b) Lessor covenants and agrees to pay all taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the leased property and improvements during the term of the lease; and to keep the leased premises, property and buildings in good repair and condition during the continuance of the term of this lease, said maintenance to include, but is not limited to, the following services:

Repair and patch wall, ceiling and floor surfaces; painting as needed; replacement of broken window glass; repair of window shades, blinds and/or drapes, fasteners and sash cord or chains; roof and ceiling leaks; building exterior, interior; plumbing, heating, air conditioning and ventilating equipment; fire protection equipment; miscellaneous valves; woodwork, locks, floor surface and coverings; lighting fixtures, and the replacement of all defective or burned-out light bulbs, fluorescent tubes, ballasts and starters.

(c) It is further understood and agreed that if the Lessor does not maintain the premises and all appurtenances thereto, as heretofore specified, in reasonably good repair, reasonable wear and tear excepted, the Lessee shall notify the Lessor in writing in reference thereto by registered mail. If, within thirty (30) days after such notice has been mailed to the Lessor, said Lessor fails to take steps to remedy the grievances specified, the Lessee may take such actions in accordance with paragraph 5(n) below.

(d) Lessor hereby covenants and agrees that hereafter and during the term of this lease, it will not rent, lease or otherwise furnish space in this or any adjacent buildings under its control to any enterprise which, in the usual exercise of its business, could be expected to create noise or odors injurious or disruptive to Lessee's normal governmental activity.

(e) Lessor further covenants that it has good and sufficient title to the said premises, and has full power and authority to execute this lease and to place Lessee in possession of the premises in full satisfaction of and compliance with the terms and conditions herein. Lessor also agrees that it will not attempt to impose upon Lessee any requirements of other legal instruments related to these premises not referred to herein or made a part hereof. Lessor warrants and defends unto Lessee against the claims of all persons to the leasehold interests of the Lessee. Any person or entity executing this lease as agent for the Lessor shall attach to this lease sufficient evidence or authority to act in the capacity shown.

(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 accord 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 cancelling this lease upon thirty (30) days notice to the other party of its election so to do.

(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 accord 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 and in special cases urged by the occupying agency, the Lessee may withhold payment

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.

(o) The failure of the Lessee or Lessor to insist in any one or more instances on a strict performance of any of the covenants of this lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.

(p) This agreement and each and all of its covenants, obligations and conditions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successor in office of Lessee.

(q) This lease shall be effective as of the date the Commission accepts the bid of Lessor and awards this lease contract to Lessor. All proposals, negotiations, notices, and representations with reference to matters covered by this lease are merged in this instrument and no amendment or modification thereof shall be valid unless evidenced in writing and signed by both parties as identified below.

(r) Lessee covenants and agrees to abide by any and all reasonable rules promulgated by Lessor for the proper operation of the subject demised property and surrounds; provided only that all rules promulgated subsequent to commencement of this lease be submitted to Lessee for consideration and comment at least thirty (30) days prior to implementation.

6. SPECIAL TERMS AND CONDITIONS [shall be listed here, and shall include but not be limited to: mutual cancellation clauses, provisions relating to performance bonds on new construction, special requirements peculiar to the occupying agency, and special requirements or conditions bid by the Lessor and accepted by the Commission prior to its award].

(a)

(b)

(c)

(d)

LESSOR:

BILL BURNS

By: 
Signature BILL BURNS

(Please type or print name under signature.)

Title [See 5(e) above]

512 428 7562
Area Code Telephone Number

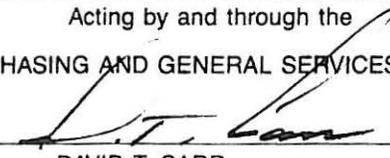
Date: 5TH day FEBRUARY 1991

LESSEE:

THE STATE OF TEXAS

Acting by and through the

STATE PURCHASING AND GENERAL SERVICES COMMISSION

By: 
Signature DAVID T. CARR

State Lease Officer

Title

(512) 463-3331
Area Code Telephone Number

LEASE SPECIFICATIONS

Date: October 8, 1990

STATE AGENCY: Texas Youth Commission

Division or Section: Community Services

- 1. State Purchasing and General Services Commission Form (116SBC608) relating to Article 601b, Article 7 must be completed, signed and attached before this requisition may be processed.
- 2. Located in the city of Harlingen, County of Cameron.
- 3. Space shall be located within zip code(s) See Attached Specifications

a. If to be advertised other than city wide, please attach a letter giving reason why the vicinity is necessary for efficient operation of your agency.

b. Is it necessary that space be on or near a major thoroughfare? yes

c. Is it necessary for space to have public transportation within a reasonable distance? yes

4. Term of Lease: 120 Months. From October 1, 1991 through September 30, 2001

5. 7,548 square feet net usable space.

Must be usable only and shall not include public hallways, restrooms, stairwells, and other areas as defined in State Purchasing and General Services Commission Rule No. 1 TAC 115.32(i).

List number of rooms and approximate sq. ft. each. Allowance for internal hall space shall not exceed 10% of the work space.

See Attached Specifications

6. Refrigerated central air conditioning and central heat required for space? yes

7. All utilities to be furnished by: lessee
(Lessee or Lessor)

8. Janitor service to be furnished by whom? lessee
(Lessee or Lessor)

9. Do you require free off-street parking facilities? yes Number required 14

10. How many employees occupy your office daily? 12

11. How many general public, visitors, or clients visit your office on an average day? 2

12. Give accurate estimated cost of moving from present location: \$ N/A

Address of Present Location 2032 N. 77th Sunshine Strip, Harlingen, TX 78550

Current Lease Number: 694-4202-E

13. Please attach a list of any special requirements.

* Details not specified above or on attached cannot be considered in the final award.

* Requisition should show estimated cost per month, present Lessor and mailing address, and any prospective bidders.

SUBMIT REQUISITION, LEASE SPECIFICATIONS AND SP&GSC EVALUATION FORM TO: David T. Carr, State Purchasing and General Services Commission, Facilities Construction and Space Management Division, P.O. Box 13047, Austin, Texas 78711. STS# 255-3331. DDD# (512) 463-3331.

ACCESSIBILITY EVALUATION

Privately-owned buildings and facilities leased or rented to state agencies are subject to compliance with the accessibility requirements of Article 601b, Vernon's Annotated Civil Statutes of Texas. For purposes of complying with the provisions of the law, all state-agency leases shall be grouped in one of the three categories described on the reverse side of this form and shall be subject to the respective specifications.

The following evaluation procedures are applicable ONLY when an agency desires other than an "A" category on the basis that a particular leased space will not be used by the public and that the occasion for employment of an aged, handicapped, or disabled person is improbable because of the physical requirements of the work or the nature and function of the facility. All lease requisitions received by the Commission will be given "A" categories unless accompanied by a properly executed evaluation form reflecting a "B" or "C" designation.

- (1) Prior to submitting a lease requisition, the agency shall complete and submit an ACCESSIBILITY EVALUATION FORM to the State Purchasing and General Services Commission for a PRE-LEASING DETERMINATION of accessibility.
- (2) Upon receipt of the Evaluation Form, the Commission WILL MAKE A CATEGORY DETERMINATION BASED ON OCCUPANCY LOAD, LOCATION, NUMBER OF ESTIMATED VISITORS, SIZE AND FUNCTION OF THE PROPOSED LEASED SPACE.
- (3) After a category designation has been assigned and a set of minimum requirements established by the Commission, the Evaluation Form will be returned to the agency for concurrence.
- (4) AFTER AN AGENCY REPRESENTATIVE SIGNS THE CONCURRENCE STATEMENT, A COPY OF THE EVALUATION FORM SHALL BECOME A PART OF THE LEASE REQUISITION.

ALL STATE-AGENCY LEASED SPACE IS SUBJECT TO ON-SITE INSPECTIONS TO DETERMINE IF THE APPLICABLE SPECIFICATIONS HAVE BEEN MET.

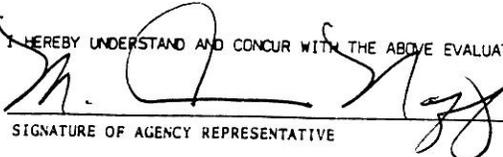
Applicant to Complete Blocks 1 & 2 Only

1 AGENCY NAME Texas Youth Commission		DATE 10-8-90
AGENCY MAILING ADDRESS P.O. Box 4260, Austin, Texas 78765		
AGENCY REPRESENTATIVE M. Allen Naff, Director of Staff Services		TITLE TEL. 483-5261

2 PROPOSED LEASE LOCATION (CITY AND GENERAL AREA) Harlingen, Texas			
SQUARE FEET 7,548	SUBDIVIDED INTO		PARKING SPACES 14
NUMBER OF EMPLOYEES 12	EST. VISITORS/DAY 2	LEASE PERIOD FROM: October 1, 1991 TO: Sept. 30, 2001	
CURRENT CONTRACT NO. IF ANY			
SPECIFIC AGENCY FUNCTION IN REQUESTED LEASE State Agency responsible by law with care and rehabilitation programs for those children committed to TYC through courts.			
CATEGORY REQUESTED A	JUSTIFICATION No Special Justification		

3 CATEGORY	SEE REVERSE SIDE FOR SPECIFICATIONS	SPECIAL CONDITIONS:
T.R.C.:	DATE	
S.C.B.:	DATE	
S.P.G.S.C.:	DATE	

I HEREBY UNDERSTAND AND CONCUR WITH THE ABOVE EVALUATION AND REQUEST THAT COMPLIANCE WITH THE REQUIREMENTS INDICATED BE FULLY MET.


Director of Staff Services
10-8-90

SIGNATURE OF AGENCY REPRESENTATIVE TITLE DATE

TYC HALFWAY HOUSE LEASE SPECIFICATIONS
AND GENERAL DESCRIPTION

THE TEXAS YOUTH COMMISSION, A STATE OF TEXAS AGENCY, ACTING THROUGH THE STATE PURCHASING AND GENERAL SERVICES COMMISSION DESIRES TO RENT SPACE TO BE USED BY THEIR COMMUNITY SERVICES DIVISION. THE SPACE DESIRED SHALL MEET THE FOLLOWING MINIMUM SPECIFICATIONS:

1. Located within the vicinity of Harlingen, Cameron County, Texas.
2. Space shall be located within zip code 78550 within an area bound as follows:
Beginning at the intersection of North 77 Sunshine Strip (Hwy. 448) and Morgan Blvd. (Hwy. 507), north on North Twenty-fifth Street (Hwy. 507) to Loop 449, then northwest and west on Loop 499 to Hwy. 448 (North 77 Sunshine Strip), then southeast on 77 Sunshine Strip (Hwy. 448) to the point of beginning.

Space may be located on either side of the boundary streets if located in the zip code specified, but space address must be on one of the boundary streets or on a street within the boundaries specified.

Site must be on or near a major thoroughfare and have public transportation within a reasonable distance.

3. Term of lease: 120 months. From October 1, 1991 through September 30, 2001.
4. The area shall contain a minimum of 7,548 sq. ft. net usable space. Space shall be partitioned by Lessor to conform generally with the following:

Approximate sq. ft. each room:

Halfway House

1 Day Room	@ 1295	square feet
1 Dining Room	@ 475	square feet
6 Bedrooms	@ 390	square feet each
(Square footage for bedrooms includes 4 closets per bedroom @ approximately 12 square feet each.)		
5 Bathrooms	@ 51	square feet each
1 Bathroom	@ 55	square feet
1 Office	@ 103	square feet
2 Offices	@ 95	square feet each
1 Office	@ 120	square feet

2	Offices	@ 90	square feet each
1	Reception	@ 120	square feet
1	Kitchen	@ 345	square feet
1	Pantry	@ 65	square feet
1	Group Room	@ 335	square feet
1	Staff Toilet Room	@ 35	square feet
1	Janitor Closet	@ 30	square feet
1	Linen Storage & Laundry Room	@ 187	square feet
1	Storage Room	@ 94	square feet
1	Storage Room	@ 50	square feet
1	Water Heater Closet	@ 10	square feet
1	Storage Room (Square footage for storage room includes another water heater closet in one of the storage rooms.)	@ 116	square feet
1	Classroom	@ 538	square feet
1	Closet	@ 14	square feet
1	Closet	@ 23	square feet
1	Storage Room @ Classroom	@ 66	square feet
1	Toilet Room @ Classroom	@ 32	square feet
	Allowance for Internal Hall Space	@ 475	square feet

5. Lessor shall furnish central forced air heating and air conditioning as specified under Item 8, Special Requirements of these specifications.
6. **ALL UTILITY BILLS (WATER, WASTE WATER, GARBAGE, NATURAL GAS, AND ELECTRICITY) WILL BE PAID BY LESSEE.** Occupied space must be metered separately. Lessor shall furnish at his own expense all utility connections and meters for the necessary utilities for the proper operation of the duties performed by the Lessee. These utilities include: continuous hot and cold water, sewage disposal, electricity and gas. Cost of furnishing electric fixtures and wiring; furnishing and installing electric lamps at inception of lease shall be at Lessor's expense. Lessor shall provide hot water to all sinks, including janitor closet, and restrooms.
7. Janitor service furnished by Lessee at Lessee's expense.

8. Special Requirements:

- a. Lessor shall provide off-street parking for 14 vehicles, 1 of which must meet handicapped accessibility requirements under the provisions of Article 7, Article 601b, (T.C.S.) Parking must be under direct control of Lessor. The parking area shall be covered with a hard surface material, i.e., concrete, asphalt paving or comparable with sufficient durability to withstand high volume traffic and all weather conditions. The parking area must have proper drainage to prevent accumulation of water and must be maintained by the Lessor at all times. The parking lot shall be restriped as determined by Lessee. Parking lot must be kept clean by Lessor.
- b. 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 renewed up to five (5) times for periods up to 120 months each under the same terms and conditions. Lessee shall give Lessor notice of intention to exercise this option at least 180 days prior to expiration of this lease.
- c. All time limits stated in this invitation for bid, and resultant lease, are of the essence of the lease contract.
- d. This lease shall contain a CPI Escalation Clause (25%) as provided in this Invitation for Bid.
- e. Paragraph 4 (c) of the State Lease Contract shall be replaced by the following:

"If the Lessor shall be unable to give possession of the demised premises on the date of commencement of the term hereof by reason of the fact that the premises are located in a building being constructed and which has not been sufficiently completed to make such premises ready for occupancy, or if repairs, alterations, improvements or decorations of the demised premises are not ready for occupancy by the Lessee on the date of commencement of the term hereof, the Lessee may terminate the lease and attempt to secure other lease space in accord with Article 601b, supra. The Lessee will not terminate the lease if the delayed occupancy is the responsibility of the State. Should termination occur under this paragraph, the Lessor shall be liable in damages for any additional rent the Lessee is required to pay for facilities substantially equal to those bid by the defaulting Lessor. If the Lessee so elects, the Lessee may continue to treat this lease as in force and effect for a period of no more than 120 days after the stated date of commencement. In so electing, Lessee will take into account whether the delayed occupancy is

the result of circumstances beyond the control of the Lessor such as strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, inclement weather in excess of normal, or any cause beyond Lessor's control, which constitute a justifiable delay; provided that Lessor notifies Lessee, in writing, within 10 days following the occurrence of an event of justifiable delay, and submits sufficient documentary evidence to support a claim of justifiable delay. During this time, or for as long as possession does not commence, the rent reserved and covenanted to be paid shall not be paid and Lessor shall be liable for all costs necessary to house the subject halfway house program during this term, which Lessor and Lessee hereby agree is an amount of not less than \$3451.81 per month, payable on the first day of each month. Payment hereunder shall not begin until the possession of the premises is given or the premises are available for full occupancy by the Lessee."

- f. In signing bid, bidder certifies that owner will comply with all applicable provisions of Articles 6 and 7 of Article 601b, Texas Civil Statutes (T. C. S.), at the time the leased premises become occupied by Lessee and throughout the term of the lease and any additional tenancy. Bidder also certifies that owner will comply with all requirements imposed upon the owner as a result of the occupying agency's required compliance with Article 8309 G, T. C. S.
- g. Lessor's responsibilities shall include:
 - (1) Keeping leased premises, property, and buildings in good repair during term of the lease including, but not limited to, roof leaks, building exterior, plumbing, heating, HVAC equipment, fire protection equipment, and any equipment or other personal property provided by the lessor pursuant to these specifications.
 - (2) Service of HVAC filters and equipment at regular periods of time.
 - (3) Lessor shall replace all carpet every 40 months throughout the term of the lease if needed and determined by the Lessee.
- h. Lessee's responsibilities during term of lease shall include:
 - (1) Interior repainting as dictated by normal wear and tear.
 - (2) Replacement of broken glass, except for natural occurrences (hail, wind, etc.)
 - (3) Replacement of defective light bulbs or tubes.
 - (4) Repair or replacement of items destroyed or damaged by or as a result of students or employees of the Texas Youth Commission, other than normal wear and tear.
 - (5) On termination of lease, by lapse of time or otherwise, deliver up said premises to the Lessor in as good order and condition as they were at the inception of the lease, or may be put by the Lessor, provided, however, that reasonable use, ordinary wear by facility type, depreciation, damage or destruction by fire or elements of unavoidable

casualty and repairs, and replacements, for which Lessor is obligated, are excepted.

PHYSICAL REQUIREMENTS

GENERAL

Building

- i. The State Purchasing and 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, and must be able to demonstrate control of such site, prior to award of contract, if so requested by the Commission. Control shall be demonstrated by executed documents illustrating ownership, contract to purchase, option to purchase, lease contract, or by other enforceable agreement, acceptable to the Commission, providing the bidder with such actual control.
- j. The space to be occupied by the Lessee 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. Lessee 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 state agency that is to occupy the space may perform the inspection, or have it performed, on behalf of that agency and the Lessee.
- k. The building shall be constructed in accordance with the approved drawings and specifications.
- l. The building shall be constructed to comply with the Uniform Building Code, 1988 Edition, or the Standard Building Code, 1985 Edition, 1986 and 1987 Revisions, (which ever is applicable) and Local Ordinances and Regulations. The building shall comply with all accessibility standards applicable to new construction as prescribed by Texas State Purchasing and General Services Commission Rule 115.62(d).
- m. The building shall be designed to conform with the general and specific intent of the lease. It shall substantially be similar to the attached drawings and meet all aspects of these specifications and requirements. The drawings and information contained therein are a part of these specifications. A larger scale drawing is available from State Purchasing and General Services Commission, Attention: David T. Carr, P. O. Box 13047, Austin, Texas 78711-3047, (Telephone Number 512/463-3331), for inspection by interested parties.

Certification of Asbestos Free Materials (See Attachment A, Page ___ of ___ pages). Attachment A.

Submittals

- n. The Lessor, at Lessor's expense, shall utilize an architect or professional space planner to develop, based upon the advertised 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. The space layout shall be acceptable to the Lessee, and an acceptable layout shall be a condition of the lease. Development and finalization of the space layout shall be accomplished in a prompt and efficient manner. Two final dimensioned floor plans of the space to be occupied by the State shall be submitted to the 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 opening.) Final approval of building design (functional and aesthetic) shall be the right of the Lessee.

o. Successful bidder will be required to provide a construction schedule showing the projected dates of the following milestones:

- 1.) Sign contract and obtain construction bonds if required
- 2.) Secure financing
- 3.) Close on property
- 4.) Initial contact with Architect
- 5.) Agency review of architectural plans
- 6.) Secure building permits
- 7.) Submit all "asbestos free" certificates.
- 8.) Start construction
- 9.) Completion of:
 - A.) Slab
 - B.) Framing
 - C.) Dry-in
 - D.) Interior
 - E.) Substantial completion
 - F.) Move-in

p. All finishes shall be submitted to the Lessee at a pre-construction conference for review and approval. Items to be reviewed include, but may not be limited to:

- (1) Brick or stone veneer samples
- (2) Window specifications
- (3) Carpet specifications and color samples
- (4) Paint colors
- (5) Wood paneling samples
- (6) Vinyl floor tile samples
- (7) Ceramic tile samples
- (8) Blinds - specifications and color samples
- (9) HVAC system specifications

- (10) Security system specifications
- (11) Fire alarm system specifications

Utilities

- q. Telephone service connection shall be available at the building.
- r. All utility lines and service connections on the leased property shall be "underground" to the building. Furnish monuments to clearly locate underground services.

SITE WORK

Site Preparation

- s. Lessor shall provide a minimum lot size of 25,000 square feet with a minimum lot width of 100 feet. Generally, the building shall be located towards the front of the lot and with visual access from the street. The building shall be the only structure on the lot unless otherwise requested by the Lessee. No portion of the lot shall be used to access adjoining property or properties. A plot plan shall be approved by the Lessee before an award is made.
- t. Clearing - The contractor/lessor shall remove and dispose of all existing plants, debris, structures, rail, concrete slabs, etc. which are in the area to be covered by the building or paving. Any trees, plants, or materials, on the selected site to remain shall be clearly marked and protected if subject to construction damage.
- u. Site drainage - The site shall be graded to provide positive drainage away from the building porches, walks, parking, and recreation areas.
- v. Water shall not pond on site. Provide burlap or hay bales to prevent ground erosion during construction as applicable. Repair all erosion damage as it occurs.

Site Improvements

- w. Fences - Provide 6' 0" high solid cedar board fence along back and side property lines. Provide gates as reasonably required. Set fence posts in concrete.
- x. Screened trash dumpster area - Provide a suitably designed and located area for normal storage of a trash dumpster (approximately 6 ft. x 6 ft. container size). Location shall take into consideration aesthetic appearance of project and ease of access for trash pick-up.

Paving and Surfacing

- y. Parking surfaces and drives shall be concrete or asphaltic concrete on compacted fill. Provide a concrete pad or apron of sufficient size for trash dumpster.

- z. Recreation Area - Provide a 40' 0" x 50' 0" concrete outdoor recreation area with one basketball goal, net, and backboard equal to Medart Proline #1-OH with No. 1115 backboard located at the center point of one end of the 50' 0" widths. Provide a weatherproof electrical outlet at basket goal. Connect area to building with a concrete walkway. Recreation area slab shall be located at building rear.
- aa. Sidewalks - Minimum of 4' 0" wide and shall connect parking and outdoor recreation areas to the building. Broom finish walks. Ramp walks as necessary to accommodate the handicapped.

Landscaping

- bb. Landscaping of grounds shall be professionally designed and installed during accepted planting seasons. Submit a landscaping plan with architectural drawings and site plan for Lessee's approval. Lessor shall maintain landscaping for one year. Landscaping should include but not be limited to installation of:
 - (1) Shade trees - Minimum of 9 balled and burlaped (BB) - minimum 6 ft. tall planted.
Specie - native (unless site has existing trees of adequate size to eliminate need).
 - (2) Shrubs - Minimum size - 1 gallon. Specie - native.
 - (3) Ground cover - Minimum size - 1 gallon or 2½" pots. Specie - native.
 - (4) Seeding or sodding - 100% hydromulch or solid sodding. (Native grass not required.)
 - (5) Lawn and landscaped areas shall be irrigated by means of an underground, professionally installed sprinkler system.
 - (6) Metal or concrete edging or mow strip at planting beds.

COVERED ENTRY AND COVERED PORCHES

- cc. Lessor shall provide covered entries and covered porches as shown on attached drawings.

STORAGE ROOM

- dd. The one storage room shall be located on exterior wall and shall have door leading to the outside.

FOUNDATION

- ee. Concrete floor/foundation shall be designed by qualified professional engineer and constructed in accordance with sealed engineered drawings and specifications. Porch floors/foundations shall be monolithic with building foundation.

MASONRY

- ff. Building exterior shall be 100% masonry veneer (face brick or stone). Concrete masonry units and "Mexican" brick are not acceptable.
- gg. Apply a silicone dampproofing to finished masonry veneer.

METALS

- hh. A qualified professional engineer shall size and design all structural steel components and related items. Structural steel shall be used as required by the engineer.

WOOD AND PLASTIC

Wood Carpentry

- ii. Building shall be wood framed. Exterior walls shall be 2 x 6's (nominal) @ 16" o.c. Interior partitions and walls shall be 2 x 4's @ 16" o.c. Pre-assembled framing units are acceptable.
- jj. Factory produced trussed roof rafters shall be designed by a qualified professional engineer.
- kk. All major structural members shall be designed by a qualified professional engineer.
- ll. Roof deck shall be 5/8" thick APA - 42/30 EXT C-D fir plywood.
- mm. "Wolmanized" treated lumber shall be used wherever wood is used in contact with concrete or steel.

Finish Carpentry

- nn. Lessor shall provide cabinets and shelving as shown on attached drawings.
- oo. All cabinets and casework shall conform to Custom Grade requirements of AWI Quality Standards. Cabinets and casework shall be constructed of plywood. Particle board, chip board or "wood product" board shall not be used for cabinet construction. Doors and drawer fronts shall have "finger-pull" edges. Pull hardware shall not be used.
- pp. Plastic laminate finishes shall be selected from standardly available Wilson Art, Formica or Nevamar high pressure laminated plastic, GP grade, solid color. All work surfaces or counter tops on built-in cabinets and casework shall be finished with plastic laminate.

THERMAL & MOISTURE PROTECTION

- qq. Apply a silicone dampproofing to finished masonry veneer.
- rr. Install a 6 mil. thick plastic sheet vapor barrier under concrete on-grade-slabs.

Insulation

- ss. Exterior Walls shall be insulated with foil faced batts, minimum R-19 value, (6 inches thick) or shall have equal insulation as approved by Lessee to provide a minimum R-19 value.

- tt. Ceiling insulation shall be minimum R-38 value (12 inches thick).
- uu. Provide dense sound attenuation batts in perimeter walls of all toilet rooms, bathrooms, offices, classroom, day room and mechanical rooms.

Roofing

- vv. Sloped Roof: Roofing shall be fire retardant shingles or concrete tile. (Wood shingles are not acceptable.)
- ww. Flat Roof: FLAT ROOFS SHALL NOT BE PERMITTED.
- xx. Provide seamless aluminum gutters with factory baked-on enamel finish to match or coordinate with building exterior, complete with all necessary matching components, downspouts and ground splash blocks at all eaves.

DOORS AND WINDOWS

Metal Doors and Frames

- yy. All door frames shall be hollow metal 16 ga., pressed steel with internal reinforcements for butts and strikes.
 - (1) Non-label frames can be used where permitted by code.
 - (2) Provide 1 hour label frames as required by code. Frames shall bear UL label showing 1 hour construction, name of manufacturer, and identification of service conducting the inspection.
- zz. Exterior doors shall be 14 ga. cold rolled, leveled sheet steel flush seamless, enclosed flush top and closed bottom with 16 ga. channel, 1 3/4" thick, with 3/4 height narrow light vision panel with rigid polystyrene or urethane foam core.
- aaa. Weather strip all exterior doors with continuous extruded aluminum and vinyl weather protection at head and jambs. Provide positive seal threshold weather protection. Threshold shall not be raised more than 1/2 inch above floor level on either side. Threshold shall have beveled edges.

Wood Doors

- bbb. Interior doors shall be 1 3/4" thick solid core, flush, hardwood veneer, AWI custom grade quality, with matching edge strip veneer. Doors shall receive clear finish.
 - (1) Non-label doors can be used where permitted by code.
 - (2) Provide 1 hour label doors as required by code. Doors shall bear UL label 1 hour construction value, manufacturer's name and identification of service conducting the inspection.

Special Doors

- ccc. Lessor shall provide a kitchen pass-thru as shown on attached drawings and shall provide a coiling shutter at kitchen pass-thru. Shutter and housing shall

be either stainless steel or the factory baked enamel finish. Shutter shall close automatically by fusible link or by activation of the fire alarm system if required by code.

Metal Windows

- ddd. Exterior windows shall be equal to ALENCO series 1000 A3 (HP) windows, single hung with half screen. Screw attach screens. Window and screen frames shall be dark bronze color (either baked enamel or anodized finish). Glazing shall be ¼" DSB clear unless required by code to be higher grade.
- eee. Fixed glass window units shall be ¼" tempered clear plate set in aluminum frames equal to ALENCO Series 950 fixed units. Finish shall be anodized dark bronze. Unit size shall be width shown on attached drawings. Glazing shall be higher grade if required by code.

Hardware

fff. Door hardware shall be heavy duty type, certified Grade 1 under A.N.S.I. A156.Z series 4000. Lock sets and passage sets to be 2 1/8" Global design knobs, with 2 5/8" round rose. Russwin, Schlage, Sargent, or equal. Provide door hardware in accordance with the following schedule:

- (1) Bedroom doors, closet doors, laundry, janitor's closet, classroom:
Classroom Functions
- (2) Offices, interior storage rooms: Entrance/Office Function
- (3) Kitchen (interior): Dead Bolt (key both sides)
- (4) Pantry: Classroom Function
- (5) Exterior Storeroom: Storeroom Function
- (6) Toilet rooms/baths: Privacy Function (push button) with pin hole on outside.

ggg. Emergency exit hardware shall be installed on all exterior doors. Exit devices shall be flat bar type, vertical concealed rod, UL listed for panic and fire. Exterior hardware trim shall be fixed pull handle with thumb latch, wide escutcheon plate and key lock cylinder.

hhh. Accessory Hardware:

- (1) Provide door closers on exterior doors and as required by code on interior doors.
- (2) Provide cushioned wall mounted knob bumper stops at all locations except where floor mounted stops are required (i.e. where doors do not open against a wall). Provide solid blocking in walls and partitions for mounting and supporting door stops.
- (3) Provide 16 gauge stainless steel escutcheon type shield at all student closets.
- (4) Provide tamper proof security type hinges at student closet doors.

iii. Keying:

- (1) Key each bedroom closet door individually (provide four keys for each lockset).
- (2) Key the following doors identically (provide ten keys)
 - (a) Bedroom doors (1 through 6)
 - (b) Classroom
 - (c) Office No. 5 and storage No. 3
 - (d) Janitor's closet
 - (e) Laundry
 - (f) Linen storage
 - (g) Water heater
 - (h) Storage Nos. 2, and 4
 - (i) Exterior doors (except kitchen)
- (3) Key each of the following doors individually (or as indicated), (provide two keys or each lockset)
 - (a) Office No. 4 and Storage No. 1 (same key)
 - (b) Office No. 2
 - (c) Office No. 3 and closet No. 2
 - (d) Office No. 6 and closet No. 1
 - (e) Kitchen and kitchen exterior
 - (f) Pantry
 - (g) Reception
- (4) Master Key - operates all locksets. (provide four keys)
- (5) Provide a wall mounted lockable key box to be securely mounted in Storage Room No. 1.
- (6) Tag and label all keys.

jjj. Glazing

- (1) Fixed glass units shall be ¼ inch thick, clear tempered float glass, and shall be provided as shown on attached drawings.
- (2) Wire glass, where required by code, shall be ¼ inch thick, clear.

FINISHES

kkk. Drywall/Gypsum Board

- (1) Interior walls and partitions shall be 5/8 inch thick, fire rated gypsum board.
- (2) Ceiling shall be 5/8 inch thick fire rated gypsum board.
- (3) Backer board at toilet/shower rooms shall be equal to ½ inch "Durock" tile backer board.
- (4) Wall board at kitchen shall be 5/8 inch thick water proof, "green", gypsum board.

III. Ceramic Tile

- (1) Bathroom and janitor closet walls shall be 100% covered with 4" X 4" X 1/4" ceramic tile.
Shower ceilings shall be fully tiled. Tile at showers shall be set on a full plaster mortar bed. Wall tile shall be gloss finish.
 - (2) Floor tile in bathroom, toilets and janitor closet shall be 1" X 1", or 2" X 2" ceramic tile, "thin set", matte finish. Shower pans shall be formed-in-place fiberglass or approved equal installed below all tile and grout.
- mmm. Resilient flooring - Lessor shall provide tile on floors as shown on attached drawings. Tile shall be 12" X 12" X 1/8", thru color vinyl composition tile equal to Armstrong Excelon.
- nnn. Base - Solid wood base board at all areas except where ceramic tile is installed, install ceramic tile base.
- ooo. Carpet - Lessor shall provide carpet on floors as shown on attached drawings. Carpet shall meet the aesthetic requirements of the lessee with regard to color and texture. Carpet shall be Type 1, heavy traffic Class II.
- (1) Face Yarn - 100% Continuous Filament, Solution Dyed Nylon with permanent static control (less than 3.0 kv.)
 - (2) Face Yarn Weight - 24 ounces per square yard (min.)
 - (3) Face Yarn Style - tight level loop
 - (4) Stitches per inch - not less than 7 or more than 10
 - (5) Gauge - 1/10 to 1/8
 - (6) Stitches per square inch - not less than 70
 - (7) Primary Backing - Woven Polypropylene (synthetic)
 - (8) Secondary Backing - "Unibond" latex type, with 20 pound tuft bind (per ASTM-D-1335)
 - (9) Total Weight - 60 ounces per square yard
 - (10) ASTM-E 648 Test - Class I (critical radiant flux of .45 watts/cm or greater)
 - (11) Installation - Direct glue down (waterproof glue equal to HENRY 356)
 - (12) Guarantee
 - (a) Face pile yarn shall retain minimum 90% weight for 10 years or shall be replaced free of all charges.
 - (b) Carpet shall be "shock proof" or be replaced free of all charges.
 - (c) Face yarn shall not ravel out of primary backing at edge or end cuts or seams.
 - (d) Face yarn shall have minimum 20 pound per tuft pull out resistance.
 - (e) Face yarn shall be stain resistant or scotch guarded.

ppp. Gypsum board walls shall be covered with ¼ inch thick wood grained paneling at bedrooms (6), dining room, classroom, group room, circulation spaces and day room to height of 8 feet above floor. Paneling shall have U.L. Class I flame spread rating (less than 25).

qqq. Painting

- (1) Walls and ceilings, not otherwise prefinished, shall be finished with a good grade, semi-gloss water based enamel.
- (2) Metal doors, frames, and trim shall be finished with a good grade gloss water based enamel.
- (3) Wood doors and millwork shall be stained and finished with a clear polyurethane sealer.

SPECIALTIES

rrr. Toilet and Bath Accessories

- (1) Each toilet room bath shall have the following:
 - (a) Recessed toilet paper dispenser equal to Bobrick Model B-667.60 (theft resistant spindle).
 - (b) 16 inch x 20 inch stainless steel framed mirror equal to Bobrick Model B-290.
 - (c) 2 break-away towel hooks equal to Bobrick Model B-983.
 - (d) Recessed stainless steel soap shelf equal to Bobrick Model B-4380.
 - (e) Shower door - ¼ thick transparent or translucent acrylic plastic glazing in full frame (aluminum) with full length piano hinge and spring loaded ball type catch.
- (2) Handicapped toilet room bath (52 sq. ft.) shall have, in addition to the above features, the following:
 - (a) Stainless steel handicapped grab rails at side and back of toilet shower.
 - (b) Fold down stainless steel seat for handicapped in shower.
- (3) The staff toilet room shall have the following:
 - (a) Stainless steel handicapped grab rails at side and back of toilet (Not required at parole office toilet).
 - (b) Electric hand dryer (semi-recessed).
 - (c) Recessed toilet paper dispenser equal to Bobrick Model B-667.60 (theft resistant spindle).
 - (d) 16 inch x 20 inch stainless steel framed mirror equal to Bobrick Model B-290.

sss. Signage: Provide signs with raised or incised letters to identify staff restrooms. Locate on wall adjacent to door handle 60 inches above floor.

EQUIPMENT

- ttt. Dishwasher - Built-in commercial unit equal to Hobart Model No. WM-5C.
- uuu. Outdoor gas grille - Provide natural gas cook grille equal to ARKLA GR1515 post mounted, cast aluminum housing with remote, secure, lockable gas shut-off valve.

- vvv. Provide electrical and natural gas service and venting for clothes dryer, 1pCook Prodry Model 50, 120 VAC, 1/2 inch gas inlet, 8 inch exhaust vent.
- www. Provide automatic natural gas cut-off valve on gas supply to Lessee's kitchen stove, 1/2 inch gas inlet.
- xxx. Provide kitchen range exhaust hood with lights(s) sufficient in size to accommodate existing range and deep fat fryer. Provide kitchen stainless steel counters, sinks, and overshelf where shown on drawings. All equipment must meet specifications.

FURNISHINGS

- yyy. Window Blinds - Provide full length "mini" blinds equal to Levolor 1-inch wide blinds at all windows (interior and exterior).

MECHANICAL

Plumbing System

- zzz. Lessor shall provide lavatories, sinks, water closets, and showers as shown on attached drawings.
- aaaa. Water heaters of sufficient capacity to satisfy hot water demand of:
 - (1) Kitchen, laundry, and baths.
 - (2) Six (6) baths shall have hot water capacity for 25 juveniles' shower and hygienic needs to be provided in one (1) hour peak period.
- bbbb. Provide hot water to all lavatories, sinks, showers, and laundry equipment.
- cccc. Provide single lever anti-scald shower water controls equal to Powers Process Controls Hydroguard Series 410. Shower heads shall be vandal resistant.
- dddd. Provide electric water cooler (drinking fountain), wheel chair accessible, fully recessed, inverted up-front spout not over 26 inches above the floor. Electric water cooler shall be of lead-free construction as certified by the manufacturer.
- eeee. Provide floor drains in toilets, laundry, kitchen, ice maker and mechanical rooms containing water heater.
- ffff. Provide grease trap on kitchen sewer.
- gggg. Provide securely mounted hose bibbs around the exterior perimeter of the building, minimum of one (1) per side.
- hhhh. Water closets shall be elongated bowl type with plastic split seat.
- iiii. Lavatory basins shall be 16 inch x 19 inch (minimum) rimless cabinet mounted, except for handicapped unit which shall be wall mounted with a 29 inch clearance between floor and bottom of lavatory apron.
- jjjj. Provide janitor's sink equal to #80 Fiat 24" X 24" floor mount "molded- stone" unit.
- kkkk. Kitchen hand wash sink shall have foot valve operated hot and cold water service.
- llll. Triple compartment stainless steel kitchen sink. Each basin shall be 18" X 18" X 12" deep, 16 ga. 18-8 S.S. all welded construction with one 1 hp disposal unit.

Fire Protection System

- mmmm. Provide three (3) 20 lbs. ABC fire extinguishers and recessed wall mounted cabinets.
- nnnn. Provide automatic kitchen vent hood fire suppression system.

Heating Ventilation, Air Conditioning Systems

oooo. Heating/Air Conditioning Systems

- (1) Provide central forced air heating and air conditioning in all spaces zoned as follows:
 - (a) Zone 1 - bedrooms, baths, laundry (may be multiple zones)
 - (b) Zone 2 - dining, kitchen, pantry
 - (c) Zone 3 - day room, offices, classrooms
 - (d) Zone 4 - classroom & its toilet & storeroom
- (2) Install systems to operate on summer/winter thermostats.
- (3) Thermostats shall not be located in student bedrooms. Use in duct remote sensors.
- (4) Install Zone 2 and 4 to operate by time clock as well as thermostat.
- (5) Heating system shall be high efficiency natural gas min. AFVE 78.
- (6) Air conditioning units shall have SEER rating of 10.0 or greater.
- (7) Units shall utilize throw away filters - Filters shall be accessible from inside building.

pppp. Ventilation

- (1) Provide ceiling mounted electric heat/vent unit in each toilet room. Separately switch heater. exhaust fan shall be switched common with light.
- (2) Provide exhaust fan in janitor closet with capacity to change air six (6) times per hour. Switch separately from light. Exhaust to outside of building.
- (3) Provide exhaust fan in laundry with capacity to change air six (6) times per hour. Switch separately from light. Exhaust to outside of building.

ELECTRICAL

qqqq. **General** - Provide all electrical wiring and service in conduit. Provide and locate electrical outlets, panels, etc., as shown on drawings unless otherwise approved by Lessee. Provide weatherproof outlets at exterior as shown on drawings.

rrrr. Lighting

- (1) All interior area shall be illuminated to a minimum of 75 footcandles (measured at a level plane 30 inches above the floor). Cost of furnishing electric fixtures and wiring, furnishing and

installing electric lamps at inception of lease shall be at Lessor's expense.

- (2) Primary lighting shall be fluorescent surface mounted fixtures with protective covers, except day room which shall have indirect lighting (wall mounted metal halide or equal).
- (3) Lighting in storage closets, and mechanical rooms may be incandescent but bulbs will require protective covers. No electrical outlets, panels or other electrical connections shall be in Storage Room 4.
- (4) Provide one 48" fluorescent light fixture equal to Lithonia W 240 above lavatories at each toilet room/bath.
- (5) Provide vapor-proof incandescent light(s) for kitchen range exhaust hood.
- (6) Exterior lighting shall be photo cell controlled. In addition to exterior lighting required by building code, provide six double "par" fixtures located as approved by lessee.
- (7) Provide exit lights with back-up battery packs and emergency lighting to meet all applicable fire, safety and building codes.

ssss. Fans - Provide 52" ceiling fans equal to Hunter "Original" fans, with variable speed control as follows:

- (1) Dining room - 2 fans
- (2) Day room - 4 fans.

tttt. Communications - Provide conduit system including outlet boxes, conduits, cabinets, etc., for telephone wiring and equipment. Locate telephone outlets in day room, offices, kitchen, and provisions for pay phone installation where shown on plan. Provide pull wires in each section of conduit. Provide dedicated 110 VAC circuit for phone system equivalent.

uuuu. Security and Fire Alarm/Smoke Detection System

- (1) Provide audible alarm system on exit doors that shall activated, deactivated, or reset from staff office.
- (2) Alarm system shall monitor windows and activate alarm when window is raised four inches from a closed position and when wiring and/or contacts have been tampered with.
- (3) Provide complete fire protection system consisting of smoke and heat detectors, and visual and audible alarms throughout the building.
- (4) Provide central control panel with reset switch and secondary battery power.
- (5) All systems must comply with NFPA 101.
- (6) The State of Texas shall reserve the right to delete items (1), (2), (3), (4) and (5) of uuuu and may install its own system of security and fire alarm/smoke detection. The resultant

Page ___ of ___ pages
BID _____; 11:00 AM _____

savings to the State by this deletion shall be expressed as a deduct on page 1 of the Invitation for Bid. However, all bids shall be evaluated at the bid price including the security and fire alarm/smoke detection system as specified above.

ATTACHMENT "A"

The Lessor shall certify that there are no ASBESTOS CONTAINING BUILDING MATERIALS (hereinafter referred to as "ACBM") used in the project. This shall be delivered to the Lessee as follows: For each material proposed for incorporation into the project Lessor shall submit a properly prepared certificate, duly sworn and notarized, by the subcontractor, supplier, vendor, and manufacturer/producer of each type material contained in the submittal. Note some submittals will require certificates from many manufacturers/producers. Each certificate accompanying submittals shall certify the intent to provide products free of "ACBM" and shall be signed by an officer in corporation (duly organized under laws of the State of _____); a Partner in a Partnership; or an Individual doing business as _____.

Each party signing such certificate shall provide evidence of their authority to sign such certificates, and attach same to the certificate.

At the completion of the project the Lessor shall submit to Lessee a certificate certifying that there are no "ACBM" used in the project. Each of these certificates shall be accompanied by a label from the packaging or a photocopy of the label, all clearly legible.

Each certificate shall be in compliance with the Asbestos Hazard Emergency Response Act (AHERA) 1986 and federal and state regulations.

ESCALATION CLAUSE (25%)

1. On each 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 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:

$$\text{Base Factor X Percent Escalation Allowable} = \text{Amount of Escalation Allowed:}$$

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.

For Illustrative Purposes Only:

January, 1985 = 312.6

January, 1986 = 324.3 represents 3.7% increase

4. Base Factor: Twenty-five percent (25%) 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 \$500.00 (25% of \$2,000.00 = \$500.00).

Base factor being \$500.00 and the escalation allowable is 3.7%, then the amount of escalation allowed is \$18.50 (\$500.00 x 3.7% = \$18.50) and the new monthly rental for the new year of the contract would be \$2,018.50.

5. The first escalation would be June 1, 1992, based upon the percent change in the CPI from March, 1991 and March 1992; or if occupancy is earlier than June 1, 1991, the months used for comparison shall be three months prior to the beginning date of the lease and three months prior to the first anniversary. Each succeeding year, the same procedure as outlined above will be used.