

SOLICITATION, OFFER AND AWARD

1. CONTRACT NO. UCN0934	2. SOLICITATION NO. 694-8-0828	3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFO) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	4. DATE ISSUED May 23, 2008
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SOLICITATION

5. Sealed offers will be received by the Commission until 3:00 p.m. local time on June 30, 2008 , and submitted to: Texas Youth Commission Central Office Building Contracts Group 4900 North Lamar Austin, Texas 78751 Attention: 694-8-0828	6. FOR INFORMATION CONTACT: Barbara Kelley, CTPM PHONE: (512) 424-6265 FAX: (512) 424-6337 E-MAIL: barbara.kelley@tyc.state.tx.us
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OFFER (Must be fully completed by Offeror)

7. DISCOUNT FOR PROMPT PAYMENT: →	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
8. ACKNOWLEDGMENT OF AMENDMENTS: <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	A-001	6-1108		
9. NAME AND ADDRESS OF OFFEROR: →	South New Braunfels 47, Ltd. 509 South Main Street San Antonio, Texas 78204		10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) James R. Wilson Agent	
11. TELEPHONE NO. (Include area code) 956 383-3574 office 956 534-1273 cell 956 380-2630 fax	12. SIGNATURE 		13. OFFER DATE June 25, 2008	

TO BE COMPLETED AT TIME OF AWARD

Document Type:

This award consummates the contract which consists of the following documents: (a) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award (b) the contractor's offer, points of clarification, responses to clarification request and/or best and final offer, and negotiated changes as hereby incorporated and attached to this award and (c) this award. In the event of a conflict between any terms and conditions of this contract document with Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to TYC shall prevail.

The total funding for the base period of this contract () shall not exceed \$

Contractor

Texas Youth Commission

By:

By:

Name

James Allen

RICHARD NEDELKOFF

Title:

Title: Chief Executive Officer

Date:

9-4-08

Date:

~~8-29-08~~ 9.4.08

CONSERVATOR

Revised 09-29-08

Attachment #1

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

1. PARTIES

This Agreement is made and entered into on this 4th day of September, 2008 by and between Lessor, South New Braunfels 47, Ltd., and LESSEE, the Texas Youth Commission, an agency of the State of Texas

2. PROPERTY LEASED

7,285 Total Square Feet, occupied by the Texas Youth Commission, located in:

Located at: 17259 Nacogdoches Rd. in the City of San Antonio, County of Bexar, State of Texas, at the Zipcode of 78266

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 Property and Premises described herein.

Lessor also promises to furnish any and all requirements related to such Property and Premises as set out in this lease, Request for Proposal #894-8-0828, all associated specifications, drawings, plans, and proposal, all of which are incorporated herein by reference and made a part hereof for all purposes.

3. TERMS OF LEASE

This lease shall be for a period of 120 months commencing on the 1st day of June, 2009 (the Commencement Date), and ending on the 31st day of May, 2019 (the Termination Date), unless sooner terminated as hereinafter provided.

This lease agreement is made and entered into in accordance with the provisions of Title 3, Human Resources Code, 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, Lessee upon written notice to the Lessor may either terminate this lease or amend it in accordance with the provisions of this lease.

4. MONTHLY RENTAL

The Lessee agrees to pay Lessor a base Monthly Rent during the term of this lease in accordance with the Rent Schedule as detailed in Exhibit A. The rental payments 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.

However, in the event that possession of the Leased Premises has not been provided or accepted by date specified, Lessor shall pay for additional costs associated with Lessee's lease payments at current location on a month to month basis, until such time as premises has been accepted and move-in complete. This section is subject to Section 8 (i) of this Lease Agreement.

JM 12/9/08
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5. RENEWAL OPTION

By mutual agreement between Lessee and Lessor, this lease may be renewed up to 2 times for a period up to 60 months each, under the same terms and conditions. Lessee shall give Lessor written notice of intention to exercise this option at least 180 days prior to expiration of this lease.

6. CPI ESCALATION CLAUSE

- (a) On each anniversary date of the lease commencement, the total monthly rent of the lease may be adjusted by changes in the Consumer Price Index (CPI) reflecting percentage increases.
- (b) To receive the CPI adjustment, the Lessor must submit a request in writing to, and received by, the Texas Youth Commission (TYC) no later than thirty (30) days after the anniversary date for that year. In determining whether to grant Lessor's request for a CPI increase, in whole or in part, TYC may review and consider Lessor's performance under this lease and whether any issues with the leased premises remain unresolved, as provided in Section 7(k) below.
- (c) The percent escalation allowable will be based on the percent change in the CPI for Urban Wage Earners and Clerical Workers, Current Series (CPI-W, U.S. City Average, All Items) published by the United States Department of Labor, Bureau of Labor Statistics. The index may be obtained from the U.S. Bureau of Labor Statistics web site at www.bls.gov.

The index month three (3) months prior the anniversary month for the current year and the previous year shall be used to determine the percent increase.

- (d) A Base Factor of 25% of the monthly rent will be used in the calculation for the escalation, depending on the apportionment of the Lessor's and Tenant's obligation for payment of utilities and janitorial service, in accordance with the following schedule:

Base Factor Percent	Paying Utilities	Paying Janitorial
25%	Tenant	Tenant

- (e) For Illustrative Purposes Only:

January, 2005 = 312.6
January, 2006 = 324.3 represents 3.7% increase

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.

- (f) The first eligible CPI rent adjustment for this lease will be June 1, 2010, based upon the percent change in the CPI from January 2009 and January 2010 using a Base Factor 25%. Each succeeding year, the same procedure as outlined above will be used.


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8. GENERAL TERMS AND CONDITIONS

- (a) 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.
- (b) Lessor agrees to keep the leased Premises, Property and buildings in good repair and condition during the continuance of the term of this lease, said maintenance is 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 and filters; fire protection equipment; miscellaneous valves; woodwork, locks, floor surfaces and coverings; lighting fixtures, and the replacement of all defective or burned-out light bulbs, fluorescent tubes, ballasts and starters.
Lessor shall replace all carpet every 42 months.

Lessee shall be responsible to repair or replace any part of the leased premises destroyed or damaged by or as a result of students or employees of Lessee or any other employees, agents, representatives or authorized guests or invitees of Lessee and to be responsible for repairs related to normal wear and tear of the buildings.

- (c) 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 the occupying agency's normal governmental activity. Lessor covenants and agrees it will not lease space that would locate or collocate any regulated parties which have an interest in the occupying agency/ies or whose occupation of these Premises would cause the occupying agency to be in violation of State statute.
- (d) Lessor warrants that the demised Premises is not in violation of any city, state or local 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.
- (e) Lessor hereby covenants and agrees that the Lessee may bring on the leased Premises any and all furniture, fixtures and equipment reasonably necessary for the efficient exercise of Lessee's governmental responsibilities and the parties agree that all such Property shall remain the Property of the Lessee.
- (f) Any signs necessary to indicate Lessee's name, location and governmental purpose shall be prepared and installed consistent with signage for other lessees in the Property and in keeping with building decor. Any special requirements of Lessee contrary to the above must be stated in writing and made a part of this lease. Any cost of compliance with this paragraph in excess of the amount that would be required for Lessor's standard signage shall be borne by Lessee.
- (g) 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


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improvements, equipment, appliances or other Property placed or owned by it thereon. Lessee shall deliver the Premises and Property to Lessor in good order and condition, provided however, the reasonable use and ordinary wear and tear are excepted.

- (h) If during the term of this lease, said Premises, or any portion thereof, shall be condemned for any public purpose, Lessee hereto shall have the option of terminating and canceling this lease upon thirty (30) days notice to the Lessor of its election to do so.
- (i) It is mutually agreed between the Lessor and the Lessee that if said building and Premises shall, during the term of this lease, be damaged by flood, 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. The determination as to whether the building and Premises are damaged so as to render them unfit for occupancy shall be made by Lessee. 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 as this lease. Lessor will be responsible for any relocation costs that may be incurred, included but not limited to, cost of the space, moving, communications equipment and computer expenses.
- (j) Lessee is not obligated to pay rent and other sums under this lease until the premises are accepted by Lessee for full occupancy and are suitable for use as a halfway house for youthful offenders by a state agency. If Lessor is unable to give Lessee full possession of the premises on Commencement Date for any reason, Lessor shall give Lessee immediate written notice of the cause for the delay and the date the premises will be ready for occupancy, Lessee may terminate this lease without liability and seek other leased space.

Except as provided in Paragraph 4, Lessee may not terminate the lease if the delay of occupancy is caused by Lessee, or by conditions beyond Lessor's control, such as strikes, fire, unavoidable casualties or other unusual circumstances that constitutes a justifiable delay.

If the Lessee so elects, the Lessee may continue to treat this lease as if in full force and effect for a period of no more than 120 days after the lease commencement date. During this time, or for as long as possession does not commence, the rent shall not be paid. In the event Lessee either terminates the lease under this paragraph or is unable to occupy the premises on Commencement Date due to reasons other than a justifiable delay as determined by Lessee using reasonable discretion, Lessor will be liable in damages for any rents Lessee pays for other leased space substantially equal to the premises or for any holdover charges associated with a delay in occupying the premises and for any other related losses sustained by Lessee. Payment hereunder shall not begin until possession of the premises is given or the premises are available for full occupancy by the Lessee. Based upon the possession date of the premises, the lease shall be amended to reflect the new lease term.

- (k) Lessee reserves the right to assign any agency of State government to occupy all or any part of the space described herein or to assign or sublet all or any part of the leased Premises to any private entities (persons or corporations).
- (l) In the event Lessor shall breach or be in default in the strict 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 of such default, Lessee shall have the right and

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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, Lessee may withhold payment of rent from Lessor, until such time as the violations have been corrected or the Lessee may correct all or any part of the violations and deduct the cost from rentals due the Lessor.

- (m) If Lessee fails to pay rentals or other charges hereunder or otherwise fails to perform its obligations hereunder and this failure is not cured within 30 days after written notice from Lessor to Lessee of such failure, then Lessee is in default, and Lessor may terminate this Lease and may enter and take possession of premises, and will have the remedies now or hereafter provided by law for recovery of rent, repossession of premises and damages occasioned by Lessee's default. No provision, covenant or agreement contained in this Lease shall be deemed a waiver of sovereign immunity of the State of Texas from tort or other liability.
- (n) 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.
- (o) 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.
- (p) This agreement shall be governed by Texas law.
- (q) Lessor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Lessor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Lessor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Lessor and the requirement to cooperate is included in any subcontract it awards.
- (r) Lessor warrants and represents that any use, storage, treatment, or transportation of Hazardous Substances that has occurred in or on the Premises prior to Commencement Date of this Lease has been in compliance with all applicable federal, state, and local laws, regulations, and ordinances. Lessor additionally warrants and represents that no release, leak, discharge, spill, disposal, or emission of Hazardous Substances has occurred in, on, or under the Premises, and that the Premises are free of Hazardous Substances as of Commencement Date.

Lessor shall indemnify Lessee from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims and for fees of attorneys, consultants, and experts) arising during or after the lease term from or in connection with the presence or suspected presence of Hazardous Substances in or on the Premises, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct, or other acts of Lessee or Lessee's agents, employees, contractors, or invitees. Without limitation of the foregoing, this indemnification of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct, or other acts of Lessee, Lessee's agents, employees, contractors, or invitees. This indemnification shall specifically include any and all costs due to Hazardous Substances that


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flow, diffuse, migrate, or percolate into, onto, or under the Premises after the lease term commences.

As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Texas, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), solvents, pesticides, and petroleum.

- (s) At all times during the lease term, Lessor must maintain a policy of all-risk property insurance, issued by and bonded upon an insurance company licensed in the State of Texas, covering the Leased Premises and leasehold improvements (exclusive of contents), in an amount equal to not less than 80% percent of the replacement cost thereof. Lessee shall have no interest in the policy or policy proceeds and Lessor shall not be obligated to insure any furnishings, equipment, trade fixtures, or other personal property that Lessee may place or cause to be placed upon the Leased Premises. Lessor must also maintain a policy or policies of comprehensive general liability insurance insuring Lessor against loss of life, bodily injury and/or property damage with respect to Common Areas, operation of the Building, parking lots and other improvements associated with the land upon which the Leased Premises are located, and any other losses caused by or related to the duties and obligations of Lessor under this Lease.

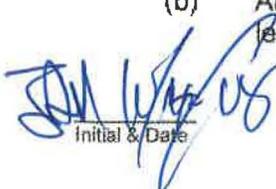
Lessor acknowledges that, because Lessee is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of Lessee (other than medical liability of medical staff physicians) or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 1010 and 104), and that Workers' Compensation Insurance coverage for employees of Lessee is provided by Lessee as mandated by the provisions of *Texas Labor code*, Chapter 503. Lessor further acknowledges that, as an agency of the State of Texas, Lessee has only such authority as is granted to Lessee by state law or as may be reasonably implied from such law, and that Lessee shall have the right, at its option, to (a) obtain liability insurance protecting Lessee and its employees and property insurance protecting Lessee's buildings and the contents, to the extent authorized by Section 51.966 of the *Texas Education Code* or other law; or (b) self-insure against any risk that may be incurred by Lessee as a result of its operations under this lease. Any obligation by Lessee under this Lease to obtain insurance is expressly made subject to the Lessee's authority under state law to obtain such insurance. No insurance carrier of either party shall have a right of subrogation against the other party to this lease.

9. LEASE REQUIREMENTS

Lessor and Lessee shall comply with all provisions of Exhibit B1 entitled Lease Requirements which is incorporated herein for all purposes.

10. OTHER TERMS AND CONDITIONS

- (a) This lease shall be effective as of the date that all parties execute this lease contract. 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 all parties as identified below.
- (b) Any statement or representation of Lessee in any Estoppel Certificate, delivered pursuant to this lease which would modify the rights, privileges or duties of Lessor or Lessee hereunder shall be


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of no force and effect and may not be relied on by any person.

(c) Should Lessor require Lessee to provide an Estoppel Certificate at any time during the term of this lease, Lessor will give Lessee thirty (30) days prior written notice whereupon TYC will deliver to Lessor a completed signed original of same utilizing its standard Estoppel Certificate form and shall be incorporated herein as Exhibit D.

LESSOR: South New Bowtels 47, Ltd.
Lessor Name 13909 Nancydachs #105
Address PMB 206
San Antonio, Texas 78217

LESSEE:
Texas Youth Commission
City, State, Zip

By: [Signature]
Signature
James Allen
Printed Name

By: [Signature]
Chief Executive Officer

Approved as to Form:
[Signature]
TYC Legal

- EXHIBIT A RENT SCHEDULE
- EXHIBIT B LEASE REQUIREMENTS
- EXHIBIT B1 AGENCY SPECIFIC REQUIREMENTS / ROOM SCHEDULE
- EXHIBIT C GENERAL CONSTRUCTION NOTES
- EXHIBIT C1 NEW CONSTRUCTION NOTES

[Signature] [Signature]
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EXHIBIT A

RENT SCHEDULE

<u>OCCUPYING</u> <u>AGENCY</u>	<u>SQ. FT.</u> <u>OCCUPIED</u>	<u>ANNUAL BASE</u> <u>RATE / SF</u>	<u>ANNUAL BASE</u> <u>RENT</u>	<u>MONTHLY BASE</u> <u>RENT</u>
TYC	7,285	\$1.7496	152,952.00	12,746.00

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EXHIBIT B

LEASE REQUIREMENTS

- (a) In signing this lease contract, the Lessor certifies that the leased Premises to be occupied shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations, which include compliance with all applicable handicapped accessibility requirements. Acceptance of the space does not exonerate the Lessor from meeting all the requirements. No requirement may be waived by the Lessee or the occupying agency.
- (b) Lessor specifically covenants and warrants that the space will at all times comply with the Texas Accessibility Standards (TAS) requirements for persons with disabilities administered by the Texas Department of Licensing and Regulations.
- (c) Lessor attests that it has sufficient and appropriate title to said Premises and attests that it has the financial capability to fully execute obligations in this lease contract. Lessor further covenants that it has the 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.
- (d) 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 to Lessee the leasehold interest created hereunder and agrees to defend 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 of authority to act in the capacity shown.
- (e) **COMPLETED CONSTRUCTION PLANS shall be provided by Lessor to Lessee 30 days from execution of the lease, or earlier, for Lessee approval prior to commencement of construction.** Lessor shall also provide Lessee a construction schedule showing all critical dates of construction or substantial renovation prior to the commencement of construction of the Premises covered by this lease.
- (f) **SITE PLAN & FLOOR PLAN DRAWINGS shall be provided by Lessor to Lessee 30 days from commencement of the lease;** Lessor shall provide Lessee drawings of the floor plans of the leased Premises in electronic format. Site plan shall show the building footprint and parking lot(s).
- (g) **ALL CONSTRUCTION, REPAIRS AND ALTERATIONS shall be completed by Lessor 30> days prior to occupancy.** Lessee shall have full access to the premises during that period, at no charge to Lessee, in order to prepare the Premises for occupancy on the Commencement Date. All non-economic terms and conditions of the Lease shall be in force. Lessee may do whatever is necessary during said period to ensure it is able to commence normal business operations on the Commencement Date.

CERTIFICATE OF OCCUPANCY (CO), issued by the appropriate local authority, shall be provided by Lessor to Lessee **30 days** prior to occupancy.

- (h) Lessee reserves the right of inspection and may reject space based on adverse building conditions, including but not limited to general cleanliness, appearance of carpet or tile, grounds, finished interiors or exteriors, odors, pests, insects, or other problems relating to

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improper extermination or any other condition that would create unsanitary, unattractive or unsafe conditions.

- (i) As a condition of occupancy, Lessor certifies that the leased space contains the minimum usable square footage specified in the lease contract.
- (j) Lessee shall have the right to survey and inspect Property during the construction process to ensure the leased space complies with all requirements as set forth in this lease agreement.
- (k) Prior occupancy, Lessor shall thoroughly clean the leased Premises. Cleaning operations shall include, but not be limited to, the following:
 - 1. Removal of non-permanent protection and labels.
 - 2. Polish glass of all windows and doors.
 - 3. Clean exposed finishes.
 - 4. Clean all mirrors.
 - 5. Remove all waste and debris.
 - 6. Clean light fixtures and replace dimmed or burned out light bulbs.
 - 7. Sweep and wash paved areas as needed.
 - 8. Clean yards and grounds.
 - 9. Vacuum all carpeted areas.
 - 10. Wax and polish all hard surface flooring.
 - 11. Clean blinds.
- (l) The Lessee may, upon written notice to the Lessor at least 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 180 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 for the space occupied by the agency during this period.
- (m) Lessor shall provide, at Lessor's expense, access to all utilities services, meters, and connections necessary for the proper and intended use of the space. These utilities include telecommunications facilities, continuous hot and cold water, wastewater, electricity and natural gas, if required for heating and or cooling.
- (n) Utilities (excluding telephone) shall be paid by Lessee. Electricity for the leased space shall be separately metered, or if the Premises are located in a building wherein Electricity is shared with other tenants Lessor may calculate Lessee's pro rata share of electricity costs, excluding any taxes, using Lessee's usable square footage as the numerator and the usable square footage of the total shared area as the denominator. Copies of all electric bills received by the Lessor will be provided to the Lessee upon receipt of same by Lessor in order to verify the requested pro rata bill contribution by Lessee. In the event that Lessee desires to assume payment of the electricity or natural gas service, Lessee will provide thirty (30) days notice to Lessor. Upon receipt of such notice, Lessor shall immediately provide to Lessee copies of all past utility bills in order to facilitate Lessee's utility management. The monthly rental amount shall be reduced in an amount equivalent to the average monthly cost of the service assumed by the Lessee, based upon the preceding year's billing records. Lessor shall allow Lessee to separately meter the Premises, at Lessee's sole cost and discretion, at any time during the term of the lease.
- (o) Janitorial Services and Supplies shall be paid by Lessee.
- (p) Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.

- (q) Lessor shall be responsible for furnishing appropriate outside trash and refuse receptacles and for the removal of trash and refuse from the Premises.
- (r) Lessor shall maintain the exterior of the building and adjacent grounds in an appropriate manner. Lessor agrees to make diligent efforts to landscape with Texas flora. All grass, trees, shrubbery and other landscaping must be maintained on a regular basis. Water used by Lessor for landscaping and/or decorative purposes shall be paid for by Lessor.
- (s) 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 air conditioning, electrical, plumbing, 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.
- (t) Space to be occupied under this lease shall be designated a "non-smoking area".
- (v) Lessor shall furnish and maintain exterior lighting for the building, connecting walkways and parking area(s) as necessary for appropriate 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 normal business standards. Lessor shall pay all utility costs associated with exterior lighting.
- (x) Cost of furnishing and installing light fixtures at inception of lease and replacement light bulbs shall be at Lessor's expense.
- (y) Exit lights, shall be provided to the outside of the building in accordance with applicable codes. Electric and/or luminous directional arrows shall be strategically placed to identify the way leading to the outside.
- (z) Lessor shall provide an emergency lighting system for one and one-half (1-1/2) hours of illumination in the event of failure of normal lighting.
- (aa) Each room and area shall have a light switch.
- (bb) All lighting and electrical accessories shall comply with all Municipal, County, State and Federal ordinances, rules and regulations for any new construction. All electrical work shall conform to the standards and requirements of the latest editions and applicable sections of the National Electrical Code (NEC) Handbook. All lighting fixtures shall have light diffusing panels or elements. Fluorescent lighting fixtures shall have energy efficient ballasts.
- (cc) Lessor shall provide all life safety equipment, including but not limited to fire extinguishers and smoke alarms, in accordance with the requirements of all applicable municipal building codes. In the absence of a local municipal code, Lessor agrees to comply with minimum requirements as set forth by the International Building Code and the Life Safety Code, as published by the National Fire Protection Administration.
- (dd) Lessor shall provide access to telecommunication and automation for TYC employees and service providers under contract, to the occupying agencies at appropriate times during construction.
- (ee) Lessor shall not unreasonably withhold the right of the Lessee to install a security system in the lease space, as requested by the Lessee. The security system shall remain the Property of the

Lessee or occupying agency/ies and may be removed at the end of the lease term.

- (ff) All exterior doors shall be keyed with non-duplicating keys. Lessor shall furnish keys, individually numbered, as requested by Lessee. All exterior exit doors shall be solid core doors (where applicable) and equipped, unless otherwise required by code, with deadbolt locks with a minimum one-inch throw bolt. All door hardware and automatic door closers shall be of sufficiently sturdy construction to ensure security.
- (gg) All offices and work areas shall have finished ceiling surfaces, unless otherwise approved by Lessee. Broken or stained acoustical tiles shall be replaced by Lessor in a timely manner. Ceiling tiles must be of sufficient quality and weight to not become dislodged due to the opening and closing of doors.
- (hh) The location of the HVAC unit(s) shall not unduly inconvenience the occupying agency, either due to maintenance requirements or noise levels. Lessor shall furnish a cost efficient central heat and cooling system. The heating and cooling temperatures shall be maintained in accordance to meet the goals of the Energy Management Plan Guide as set forth by the State Energy Conservation Office or TYC. 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 American Society of Heating, Refrigeration, and Air Conditioning (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). 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. 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 throughout the space. HVAC controls/thermostats shall have locking covers and one master key or tool shall be provided to the Occupying Agency. Lessor is responsible for balancing the HVAC system.

EXHIBIT B1

AGENCY SPECIFIC REQUIREMENTS & ROOM SCHEDULE

A. LEASE SPACE REQUIREMENTS:

1. **Square Footage.** The space to be occupied shall contain a minimum of 7285 net usable square feet, which includes storerooms & restrooms. This square footage does not however, include mechanical rooms, porches, hallways, corridors, or attic mechanical space. The space shall be partitioned by the Lessor to conform generally to the room schedule detailed as follows and as shown on the sample architectural plans:

- 6 Bedrooms with 4 closets each
- 6 Staff Offices
- 1 Dining Area
- 1 receptionist Area
- 1 Dayroom
- 1 Kitchen/Dishwashing Area
- 1 Pantry
- 1 Telephone /Data Room
- 2 Staff/Visitor Toilets
- 1 Group Room
- 1 Multi-purpose Room (Classroom)
- 2 Janitor Closets
- 2 Storerooms
- 1 Laundry Room
- 1Clothing/Linen closet
- 1 Exterior Storage Room
- 1 portable storage building 8' x 16' with 4' door and interior shelving

The Kitchen/Dishwashing space shall be generally laid out per the drawings with final design layout to be reviewed and approved by the Lessee. The Lessor shall provide the following kitchen equipment:

- 1 set of stainless steel tables as shown on drawing
- 1 3' x 5' s/s island table with pan rack
- 1 3 compartment s/s sink with disposal
- 1 Dishwasher with booster heater, model CMA-T80
- 1 hand wash sink,
- 1 kitchen hood with suppression system
- 1 kitchen staff work station

2. **Lot Size.** The minimum lot size should be 30,000 square feet with a minimum lot width of 100 feet. The building should be located towards the front of the lot with visual access from the street. No portion of the lot shall be used to access adjoining property or properties.
3. **Recreation Area.** Lessor should provide a 40'-0"x 50'-0" concrete outdoor recreation area with one basketball goal, net and backboard located at the center point of one end of the 50'-0" width. Lessor shall provide a weatherproof 110v duplex electrical outlet at basketball goal. Area shall be accessible to the main building with a 4' wide concrete walkway. Recreation area slab shall be located at the building rear.

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4. Parking. Lessor should provide off street parking for eighteen (18) vehicles. One (1) of these parking spaces must meet handicapped accessibility requirements and size requirements as prescribed in TAS and ADAAG for a 15-passenger van. The size of the non-handicapped parking spaces must be for full sized cars. Parking spaces for the handicapped shall be located as prescribed in ADAAG and T.D.L.R. standards. 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 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 and parking stops. The Lessor shall maintain the parking area in good condition and state of repair.
5. Sidewalks. The Lessor should provide sidewalks to connect the parking area to outdoor recreation area and to all building entry areas. Sidewalks shall be a minimum of 4'-0" wide and sloped as necessary to accommodate the handicapped according to ADA and ADAAG standards and requirements. Broom finish walks.
6. Fencing. Lessor should provide a 6'0" high solid fence along back and side property lines. Fencing shall form a complete enclosure from the building to back and side property lines in order to separate overall space from adjoining properties. Lessor will also provide gates as reasonably required. All fence posts shall be 2" galvanized schedule 40 steel set in concrete. A 60' length of additional fence on top of the wood fence shall be located adjacent to the basketball court to keep stray balls on this side of the fence.
7. Hallways. All major interior hallways should be 5 feet wide. All other internal hallways shall be a minimum of 4 feet wide and shall be clear and free of obstructions to meet TDLR requirements.
8. Ceilings. Ceilings in all areas shall be a minimum of 9 feet high clear of any structure, piping or ducting. The ceilings in the dining/area are 13 feet and the clerestory area are to the bottom of the structure.
9. Single Level. Space shall be contiguous on one floor.

D. REQUIRED SERVICES

1. Lessor, at Lessor's own expense shall install and make available for connection on site, all utilities systems (hot and cold water, waste water, garbage, natural gas, telephone and electricity) necessary for the proper and intended use of the space to be occupied by the Texas Youth Commission. Hours of operation shall be 24 hours per day, 365 days per year. All utility bills for utilities used (water, wastewater, garbage, natural gas, telephone and electricity) will be paid by Lessee. Cost of furnishing electrical 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 sinks and restrooms. Lessor shall provide energy efficient lighting, air conditioning and power distribution to meet AIEE and Texas Energy Conservation Codes or ASHRAE 90.2. Proposed lighting and HVAC equipment shall be submitted to Lessee for confirmation of compliance with state energy standards.
2. Lessor shall furnish central vented heat and refrigerated air conditioning within the premises, at the Lessor's own expense. Temperature throughout the premises shall be maintained to a degree necessary for proper comfort of the occupants and comply with indoor air quality standards as required by ASHRAE 62, 55 which requires a minimum of 15 CFM outside air per occupant. Normal occupancy is 34 persons.
3. Lessor, at his expense, shall furnish two (2) electric drinking fountains, which shall meet ADA requirements.


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4. Lessor shall, at a minimum, provide a fire protection system, which meets NFPA 101 Life Safety requirements and local fire codes. The fire protection and detection system shall provide for smoke detection, manual pull stations, duct detectors, audio/visual horns and a centrally located zoned control panel. The fire alarm system shall shut off the HVAC system when the fire alarm is activated. The kitchen shall be provided with a UL listed fire suppression system with a manual pull station. The fire suppression system shall activate the fire alarm system when the suppression system is activated. There shall be emergency back up lighting at all building exits. Emergency lighting shall be installed in accordance with NFPA 101 code requirements. A fire sprinkler system may be required by the local fire marshal. If required the system shall comply with NFPA and any local codes in force at the time of permit acquisition.
5. Lessor shall 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 the facility and ease of access for trash pick up. Dumpster truck approach apron shall be concrete from dumpster to street to withstand weight of truck without damage to paving.
6. 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 sensitive device that will operate the units automatically. Lessor shall provide a minimum of five (5) foot candles of illumination, measured on the ground surfaces of the hard surface material of the parking area and adjacent walkways and around the perimeter of the building.
7. The Lessor shall ensure that the site is graded to provide positive drainage away from the building, porches, walks, parking and recreation area.

E. PERFORMANCE REQUIREMENTS

- (1) Where approval is required, approval will be by the Lessee, as applicable. Performance of any obligation hereunder by Lessor or Lessee will be excused if prevented by Acts of God, or public enemy, fire or other casualty, labor disputes, or without limiting the foregoing, circumstances beyond the Lessor's or Lessee's control. 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 constitutes a justifiable delay, such delay shall be addressed in of the lease contract.
- (3) Lessor covenants and represents that the property offered is properly zoned for the use intended under these Lease Specifications.
- (4) Within thirty (30) days after award of the contract, the Lessor shall provide to the Texas Youth Commission 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 Texas Youth 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.

Within thirty (30) days after award of the contract, Lessor shall provide to the Lessee a schedule showing all critical dates in construction (or substantial renovation) of the lease space.

- (5) Lessor, at Lessor's expense, shall utilize an architect or professional space planner to develop, based upon these lease specifications and the expressed needs of the Lessee, a space layout which will accommodate the Lessee's personnel, equipment and work flow. The Lessor shall accomplish the development and finalization of the space layout in a prompt and efficient manner within 30 days of the date of Notice of Award. The space layout shall be acceptable to the Lessee, 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 TYC shall be submitted prior to occupancy of the space and any lease payment.

- (6) The building shall be built prior to occupancy by the agency, two complete sets of architectural, mechanical and electrical drawings shall be furnished prior to start of construction to Kenneth Ming at the Texas Youth Commission, 4900 N. Lamar at Austin, Texas 78751. Receipt of such plans is for informational purposes only and does not relieve the Lessor of their responsibility to comply with all rules, regulations, codes, ordinances and statues. On completion of construction or renovation Lessor will provide Lessee with a complete set of as-built drawings. PDF format.
- (7) 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 that 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.
- (8) If all or any portion of the contract will be subcontracted, as indicated on the GFEP Other Services Form, it shall be done so in accordance the forms submitted by the lessor:
 - 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)

Any change in this subcontracting plan must be approved by the lessee.

- (9) If lessor is providing subcontracting opportunities, lessor shall submit to the Texas Youth Commission a copy of the written notice of solicitation advertising the subcontracting opportunities (see GFEP Other Services form, criteria number two).

After occupancy, the lessor will provide the following documents to the Lessee on a quarterly basis as referenced on Exhibit " G " of this IFB:

- (1) Non-Historically Underutilized Business Progress Assessment Report (NON-HUB-PAR) - documentation of work subcontracted with Hub's.
or
- (2) Historically Underutilized Business Progress Assessment Report (HUB-Par-A) -documentation of work subcontracted with Non-Hub's.
- (10) Lessor, at Lessor's expense, shall provide the Lessee 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.
- (11) Within thirty (30) days after award of the contract, the Lessor shall provide a copy of a completed site survey performed by the local telephone utility company. The report shall identify all necessary work to be performed by the Lessor in order for the telephone utility company to provide the required service to the facility. Lessor must also provide an estimated time frame needed to prepare the site in accordance with the utility company's requirements for installation of services and shall ensure all work specified by the local telephone utility company will be completed no less than thirty (30) days prior to the date of agency occupancy.

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- (12) 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.

F. SITE AND BUILDING REQUIREMENTS

1. General - Building

- (a) The space must comply with all applicable federal, state, or local laws, statutes, ordinances, codes, rules and regulations relating to the public health, safety and welfare.
- (b) The building shall be constructed to comply with the Uniform Building Code, latest edition, or the most current code adopted by the City of San Antonio, Texas, National Electric Code, Uniform Plumbing Code, NFPA 101, SMACNA, ASHRAE, ADA and all Local Ordinances and Regulations. The building shall comply with all accessibility standards applicable to new construction as prescribed by the TAS and ADAAG standards.
- (c) The Lessor must comply with all applicable statutes, ordinances, codes, rules and regulations covering notice of the opening of a medium restriction Residential Facility for Juveniles.

2. Hazardous Materials and Asbestos Containing Building Materials

Lessor shall meet codes, statutes, ordinances and standards in accordance with Exhibit B.

3. Building Exterior and Grounds

- (a) Lessor shall provide and install insulation as follows: A minimum of R-30 in ceilings and R-11 in exterior walls.
- (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.
- (c) The building design shall incorporate glass shading by one of the following methods (listed in order of preference): reflective glass, film on glass, or tinted glass.
- (d) The Lessor agrees to landscape the property with plants native to or adaptable to the area in which the premises are located. Lessor further agrees to make diligent efforts to use native plants in replacement landscaping. A list of native plants and potential suppliers can be obtained from the Texas Department of Agriculture.

4. Interior

- (a) Carpet and Floors: Lessor shall provide carpet throughout entire space except in the Telephone/Data Room, Multipurpose Room, Storage Rooms, Kitchen, Dining Room, Pantry and Restrooms, which shall have 1/8" thick commercial grade non-slip vinyl composition tile or comparable floor covering. Carpet shall be commercial grade. Carpet shall be in new or like-new condition. Carpet shall be installed by the direct glue-down method. The carpet shall contain tight loop 24-28 oz 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

unitary latex back that will provide a 20-lb tuft bind, 10 year wear, and non-ravel warranty. 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 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. Install carpet in as large pieces as possible. No 'T' seams will be allowed. Variations in carpet or tile as to quality, type or color within the same room or within the space as a whole, shall not be permitted without approval from TYC. Carpet shall be replaced at lessor's expense with like specification carpet at 42 month intervals. TYC shall have the right to approve carpet color and type.

- (b) Walls: Interior walls for all bedrooms including closets, group room, and the multipurpose (classroom) shall be hardened to withstand physical attack such as striking fist or kicking foot. Wood paneling is not acceptable. Construction shall consist of metal lath and plaster if CMU is not used. All other walls may be constructed of 5/8" gypsum board if plaster or CMU is not used. High quality acrylic base enamel paint shall be used to paint these for durability. All Interior walls shall be repainted at lessor's expense as follows: If the lease is for five years (60 months) the entire space shall be repainted once during that period of time. If the lease is for a period of more that 60 months, but less than 120 months, the entire space shall be repainted twice during that period of time. Repainting shall be done at a time specified by TYC. 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 TYC. All gypsum board to be 5/8" fire code. Walls around all 6 youth toilets shall be a minimum of 4" CMU with floor to ceiling tile on the toilet side. Staff toilets may be moisture resistant gypsum with tile wainscot to 4' from finish floor. Gypsum walls in the kitchen and freezer/cooler area shall be covered with a fiberglass reinforced panel for ease of cleaning.

All partitions shall be minimum floor to ceiling.

All exterior walls shall be masonry veneer.

- (c) Wall Linings: At least two walls should be lined with AC grade or better, void free plywood. 2.4 m (8 ft) high with a minimum thickness of 3/4 trade size. The plywood should be installed with the grade "C" surface facing the wall. Securely fastened to the wall- framing members to ensure it can support attached equipment.

Plywood should be fire rated and treated on both sides with at least two coats of white fire resistant paint. Drywall may cover the plywood if building codes require it. Flush hardware and supports must be used to mount the plywood.

- (d) Room Numbers: Lessor shall be responsible for numbering and/or labeling each room or area as specified by TYC. All numbering/labeling shall be completed prior to lease commencement, be permanently attached, match building décor and meet the requirements as described in TAS and ADAAG.
- (e) Shelving. The storage rooms shall have built-in wood shelving. Shelving shall begin 6" off the floor and extend to the ceiling with shelves spaced 12" apart. Shelves shall be 12" deep and shall cover two (2) walls of the room. Shelving can be finished with a paint or stain consistent with the leased space décor and approved by TYC. A minimum of one 4'x 2' -- T-8 4 lamp fluorescent light fixture shall be provided in each storage room and janitor's closet.
- (f) Cabinets. The Multipurpose Room (classroom) shall have base cabinets and sink as shown on the plan. Base cabinets shall be laminated with a heat resistant plastic counter top. Base cabinets are to be approximately 10' long. Standard upper cabinets, with 3 shelves (including the bottom of cabinet) shall be provided. All cabinets in the multipurpose room shall be painted, stained or finished to match the décor of the multipurpose room.

(g) Restrooms. Lessor shall provide two (2) restrooms to which TYC Staff shall have access. Restrooms shall have hot and cold running water, paper towel dispensers, and mirrors with dimensions of at least 18" x 30. There must be counters around all lavatories. Counters shall be at least 24" wide. Lessor shall also provide six (6) Youth restrooms, one (1) of which must meet handicapped accessibility requirements as prescribed in TAS and ADAAG. Floors in all restrooms shall be tiled and slope down to a floor drain to prevent flooding in the building. Floor drains shall be designed and installed to not interfere with accessible usage by the physically impaired. Restrooms are not to be included in the calculation of net usable square footage provided under this agreement. No less than 4" plumbing lines shall be used for drains and sewage.

(h) Windows: Windows shall be provided as shown on the drawings.

All windows shall meet the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) 90.2 or 100 standards.

Any exterior windows or glass doors shall have metal mini blinds. Curtains or drapes are not acceptable.

(i) Doors: All interior and exterior doors shall be 3 feet wide except the closet doors which may be 24 inches wide, and the kitchen exterior door which shall be 42" wide. Must provide one handi-cap accessible closet door. Door hardware shall be of commercial grade. Locks shall be "Best brand" with a 7 pin key non-duplicating core system.

Door(s) between reception area and interior offices and hallways are to be 1-3/4" solid core wood (3'0" x 6'8") personnel doors with proper fire rating.

Handles, pulls, latches, locks and other operating devices on accessible 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. A variance for use of round door knobs shall be obtained for the closet and youth bedroom. These doors are susceptible to knob breakage and handles used as weapons.

All interior doors shall be 1-3/4" solid core wood (3'0" x 6'8") doors with 14 gauge metal door frames, as approved by TYC. Hollow core doors are not acceptable any where.

All exterior doors to the space shall be 16 gauge hollow metal doors with insulation in cavity. Hollow core doors will not be acceptable. All exterior doorframes shall be 14 gauge metal.

Exterior doors shall be equipped with panic hardware and automatic door closers of sufficiently sturdy construction to ensure security. In no case shall non-panic release locks be installed on doors with panic hardware.

Exterior doors shall be keyed alike. Lessor shall furnish 12 keys (individually numbered) as specified by TYC. All exterior doors to the space must have a view slot. View slot to be 6" wide x 24" high on latch side of door. Glass to be 1/2" tempered.

All offices shall have separately keyed locks and shall pass all outside door locks. Lessor shall furnish 2 keys (numbered alike) per door for all single occupancy offices and 6 keys (numbered individually) per door for all multiple occupancy offices. All closets shall be keyed separately and Lessor shall furnish 6 keys (numbered individually) per door. All storage rooms to be keyed alike and Lessor shall issue 6 keys (numbered individually) per door. Door locks shall be seven-pin locks with a removal core system equal to the Best System.

All entrance landings at accessible entrances shall meet TAS requirements.

All locks to be part of a master key system. Lessor to furnish two (2) master keys that will pass all locks. TYC will prepare a key schedule.

5. Safety

- (a) Multipurpose 5 lb. ABC fire extinguishers will be provided and maintained in accordance with industry standards by Lessor and maintained by Lessee. The number of extinguishers shall be according to the Life Safety Code. Extinguisher(s) must be mounted to meet handicapped accessibility requirements as prescribed in TAS and ADAAG. The extinguisher(s) must be readily visible, and the location must be properly marked and/or identified. Where possible, units will be placed in a recessed cabinet. Fire extinguishers shall be mounted no higher than 48 inches above the floor.
- (b) Emergency exit lights with battery back up shall be provided at each door leading to the outside of the building and one additional emergency light fixture at midpoint of dayroom walls. Electric and/or luminous directional arrows shall be strategically placed to identify the way leading to the outside.
- (c) In areas with no natural illumination, 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 shall be illuminated at all points including angles and intersections of corridors and passageways, 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 Light Safety Code and Sections 5-8 through 5-9.
- (d) A 14" diameter round convex mirror shall be installed in the Reception Area. Mirror shall be viewable by the Receptionist.

G. MECHANICAL, ELECTRICAL AND TELECOMMUNICATIONS

1. Heating, Ventilation and Air Conditioning

- (a) The building shall have a mechanical system, which provides an indoor environment, which is healthful, comfortable and free of objectionable odors. A minimum of 20 cubic feet per minute (20 cfm) of outside makeup air must be provided per building occupant (employees, residents and normal number of visitors at any given time). In general, the average number of occupants (staff, residents, visitors) in this space at any given time will be approximately 34. Methods covered by ASHRAE Standard – Ventilation for Indoor Air Quality – 62.1981, may be employed to achieve this requirement. Restrooms must be provided with exhaust ventilation ducted to the outside of the building (not into attic or other interior space). An exhaust capacity of at least 60 cfm per water closet or urinal must be provided, minimum of 100 cfm per restroom. Laundry exhaust vents shall be provided with an accessible lint box for ease of cleaning. The kitchen shall be provided with sufficient HVAC to allow for comfort during equipment operation.

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.

- (b) Thermostat(s) shall be provided as necessary to control conditions throughout the space. Numbers and locations of thermostats and associated zones or equipment shall accommodate all internal and external loads to provide uniform temperatures (+/- 3 degrees F.) throughout the space, except as any localized special environment conditions are identified herein. Temperature settings shall be under the control of the Lessee. This requires placement of the thermostats in one of the staff offices. The

sensors are to be located in the zoned areas. The building should be divided into 5 zones as follows: Sleeping areas, Offices, Kitchen/Dining, Living Room and Classroom.

- (c) Documentation for each accessible control device, including programming instructions, program code (if any) and trouble-shooting procedures shall be provided to the Lessee at the onset of the lease.
- (d) All accessible HVAC controls shall have locking covers and one master key (or specially required tool) shall be provided to TYC. The T-stat controls for the dayroom, the multi-purpose room and the youth bedrooms shall be located in the JCO office. These spaces shall utilize remote sensors.
- (e) A fully adjustable damper shall be installed at each HVAC supply diffuser.
- (f) Interior design conditions shall be: Heating – 70 degrees F plus or minus 2 degrees; 30% relative humidity. Cooling – 74 degrees F plus or minus 2 degrees; 50% relative humidity.
- (g) All air handler units shall shut down in the event of fire alarm activation.

2. Electrical

- (a) All telephone and electrical conduit shall be hidden between walls or in ceilings.
- (b) All electrical wiring and parts shall meet the current National Fire Protection Association (NFPA) National Electric Code.
- (c) 120v-20 amp or 220V-30 amp where indicated, electrical duplex outlets shall be provided by lesser at lease commencement and as required by applicable codes.
- (d) Placement of outlets to be determined by TYC. Some kitchen equipment may require differing outlet requirements. Lessor to verify requirements.
- (e) 120v electrical duplex outlets for computer related equipment shall be provided as follows:
 - (f) All outlets for computer related equipment shall be routed through a separate dedicated circuit breaker panel. All electrical circuits shall be 20 amp circuits with isolated ground and clean neutrals from the breaker panel. The Lessor shall provide no more than 6 duplex outlets per circuit. Location within the space shall be determined by TYC. All electrical outlets for computer-related equipment shall be NEMA 5-15 isolated ground type with nylon face. This device shall be verified under Federal Spec WC596F, Bryant 52621G, or equal. Provide red or orange nylon cover plates and receptacles for these special outlets. These outlets are in addition to those shown on the schedule above.
 - (g) 120v electrical duplex outlets for computer related equipment shall be provided as shown on drawings and required by applicable codes. Placement of outlets to be determined by TYC.
 - (h) Circuit loads shall be distributed so that any one branch circuit is not loaded at over 80% of rated capacity.
 - (i) Each room and area shall have an individual light switch at the entrance thereto. Classroom to have switches for two ceiling light circuits so that ½ the lights can be turned off at a time.
 - (j) Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.
 - (k) Outlets in restrooms, kitchen and janitor's closet shall be equipped with ground fault outlets.

3. Telecommunication and Automation

- (a) Ceiling Height: The minimum ceiling height shall be 2.4 m (9 ft) above finished floor (AFF). To permit maximum flexibility and accessibility of cabling pathways, false ceilings are not permitted in TRs unless an in-floor distribution system is used.
- (b) Doors: TR doors must fully open to 180 degrees, be lockable (cipher lock recommended) and are at least 0.91 m (3 ft) wide and 2 m (6.7 ft [80 in]) tall. Doors should open outward and must be capable of being removed if needed or be able to slide side to side for easy access.
- (c) Dust and static Electricity: Tile must be used on the TR floor and floors walls and ceiling should be treated to minimize dust.
- (d) Environmental Control: HVAC must:
- Maintain continuous and dedicated environmental control (24 hours per day, 365 days per year). If emergency power is available, HVAC must be connected to the system that serves the TR.
 - Maintain positive pressure with a minimum of one air change per hour in the TR.
 - Dissipate the heat generated by active devices.
 - Provide 9m³ (300ft³) of 12 degrees C (54 degrees F) conditioned air per 20 ampere (A) dedicated electrical outlet. Satisfy applicable building codes. Maintain a humidity level of a 30% to 55% relative humidity.
- (e) Fire Protection: Provide fire protection for the TR, if required by applicable codes. If sprinkler heads are provided, wire cages must be installed to prevent accidental operation. TR room must be painted with two coats of fire retardant white paint (or other light colored finish).
- (f) Flood Prevention: TRs must be located above any threat of flooding and must not be below or adjacent to areas of potential water hazards (e.g., restrooms and kitchens).
- (g) Floor Loading: ANSI/TIA/EIA-569-B. Commercial building Standard for Telecommunications Pathways specifies a minimum floor loading of 2.4 kPa (50 lbf/ft²)
- (h) Grounding: Grounding electrode must be installed per NEC 250.53 Grounding Electrode System Installation. Grounding must achieve a minimum 5 Ohms or greater and connect to a TGB located in the Telecommunications room
- Telecommunications Grounding Busbar (TGB) shall be a predrilled copper busbar provided with holes for use with standard sized lugs, have minimum dimensions of 6.3 mm (0.25 in) thick by 50mm (2in) wide, and be variable in length (equipment being installed will determine length). TGB must be listed by an NRTL.
- (i) Entrance Facility: One 4 in trade size conduit must be installed from outside the building where the pedestal is located to the TR to allow for outside communications. Conduit cannot exceed 2 in from penetrating the TR and must enter the TR from the left side of the wall.
- (j) Lighting: Provide a minimum equivalent of 500 lux (50 footcandles) measured 1 m (3 ft) AFF behind equipment racks (locations TBD). Dimmer switches will not be allowed. Locate light fixtures at a minimum of 2.6 m (8.5 ft) or 3 m (10ft) if applicable AFF. Install emergency lighting. Power for lighting should not come from the power panel inside the TR. At least one light should be on normal power, and one light should be on emergency power.


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- (k) Power: Branch circuits for equipment power and protected, cabled for 20 A capacity. A minimum of two dedicated nonswitched 3-cable 120 volt (V) alternating current (ac) fourplex electrical outlets for equipment power, each on separate branch circuits must be installed. Locations TBD by IRD staff.

Separate duplex 120 Vac convenience electrical outlets (for tools, field test instruments, etc.) must be located 150 mm (6 in) AFF (Electrical outlet heights of less than 375 mm [15 in] are allowed because TRs are not considered a public place.) These are to be placed 1.8 m (6 ft) intervals around perimeter of the wall. All electrical outlets must be on nonswitched circuits. Convenience outlets must be identified. At least one electrical outlet must be on normal power and identified.

- (l) Room Size: The Telephone /Data Room must have (2) 4ft by 8ft. ¾" sheets of interior grade plywood mounted at a point to be specified by TYC. Plywood shall be painted to match the decor of the building.
- (m) Location: To minimize the horizontal cable lengths the TR will be located as close to the center of the building as possible and on the same floor as the area it is intended to serve. TRs must be accessible from a hallway. In a multi floor environment TRs are to be stacked vertically. TRs cannot be used as a custodial closet.

4. Security (to be provided by the Lessor)

- (a) A security alarm shall be provided with sensors at the exterior entry doors, and all exterior windows. Alarm touch pad shall be located in the JCO staff office as shown on the plan.
- (b) CCTV cameras and monitors shall be installed where shown on the plan.
- (c) A drop down ladder shall be located in the administrative area for access to the attic.
- (d) CCTV monitoring shall be from the reception area, Assistant Superintendent Office and the Superintendent's office as shown on the drawings. Provide wall outlets/connections in these spaces.

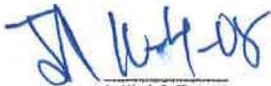

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EXHIBIT C

GENERAL CONSTRUCTION NOTES

Lessor shall design, in consultation with Lessee, and construct the Premises based upon all of the specifications outlined in this Lease and Exhibits as well as the following criteria at no additional cost to Lessee. Lessor understands that Lessee has no provision for payment of additional construction costs. Any unforeseen costs associated with compliance herein shall be at Lessor's sole cost.

Lessee, not the Occupying Agency of the lease space, has sole authority for the initiation of any changes or modifications (Change Order) to the scope of work contained in this lease.

Should any Occupying Agency cause or request changes by the Lessor to exceed the scope of work described below, Lessor shall first obtain written and signed authorization from the Texas Youth Commission prior to being obligated to proceed with the work.

- 1 The space to be occupied must comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules and regulations. In lieu of applicable local building codes, the International Building Code will apply. Acceptance of the space does not exonerate the Lessor from meeting all the requirements. No requirement may be waived by the Commission or the Occupying Agency.
- 2 The 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. If Lessor seeks or acquires an exemption from such rules and regulations regarding land development without TYC approval, such action shall be grounds for termination of the lease by the Texas Youth Commission in accordance with paragraph 5.(n) of the State Lease contract.
- 3 The Texas Accessibility Standards (TAS) requirements for persons with disabilities are administered by the Texas Department of Licensing and Regulation (TDLR), Architectural Barriers Division, PO Box 12157, Austin, TX 78711, Telephone: 512-463-3211; web site <http://www.license.state.tx.us>.
- 4 Lessee reserves the right to survey or inspect construction/renovation to ensure space complies with all requirements at any time.
- 5 Any new construction for the Premises shall be constructed by Lessor to conform to New Construction Notes in Exhibit C1 and Lease Requirements outlined in Exhibit B and B1.


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