

L E A S E

THIS LEASE, made and entered into this day 11 of June, 2012, by and between WIS27, LLC (the "Lessor"), a WI Limited Liability Company, whose address is 4425 W. Mitchell Street, Milwaukee, Wisconsin 53214, and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (the "Lessee");

WITNESSETH, The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the following (the "Premises");

^{57,676}
Approximately-54,600 square feet of office space (the "Premises") in Lessor's building (the "Building"), together with all appurtenances and access to common areas, located at 201 W. Wisconsin Avenue in the City of Milwaukee, Wisconsin (the "Building"), which Premises are further described on Exhibit A (Site Plan) and Exhibit B (Floor Plan) attached.

2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as space for the Department of Children & Family Services or such other agency that may be designated by Lessee (collectively the "Tenant").
3. **TERM, RENEWALS.** The lease term hereunder shall begin on June 1, 2013 and end on May 31, 2023. This lease may at the option of the Lessee, be renewed for two successive five-year periods from and after June 1, 2023, subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided notice be given in writing to the Lessor at least 120 days before the Lease or any renewal thereof would otherwise expire. This lease term, including renewal options as may have been provided for herein, may be extended under mutually agreeable terms, conditions and rental rate via a letter of addendum.
4. **ASSIGNMENT, SUBLETTING.** The Lessee shall not assign this Lease in any event, and shall not sublet the demised Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors and grantees, and servants of the Lessee, without prior written approval of the Lessor.

5. **RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the initial lease year at the following rate:

The annual rental rate for the first and each subsequent year and renewal periods of this Lease shall be in accordance with the following schedule:

| Rental Rate Schedule | | | |
|----------------------|--------------|-------------|--------------|
| Begin Date | End Date | Annual Rent | Monthly Rent |
| June 1, 2013 | May 31, 2014 | | |
| June 1, 2014 | May 31, 2015 | | |
| June 1, 2015 | May 31, 2016 | | |
| June 1, 2016 | May 31, 2017 | | |
| June 1, 2017 | May 31, 2018 | | |
| June 1, 2018 | May 31, 2019 | | |
| June 1, 2019 | May 31, 2020 | | |
| June 1, 2020 | May 31, 2021 | | |
| June 1, 2021 | May 31, 2022 | | |
| June 1, 2022 | May 31, 2023 | | |
| June 1, 2023 | May 31, 2024 | | |
| June 1, 2024 | May 31, 2025 | | |
| June 1, 2025 | May 31, 2026 | | |
| June 1, 2026 | May 31, 2027 | | |
| June 1, 2027 | May 31, 2028 | | |
| June 1, 2028 | May 31, 2029 | | |
| June 1, 2029 | May 31, 2030 | | |
| June 1, 2030 | May 31, 2031 | | |
| June 1, 2031 | May 31, 2032 | | |
| June 1, 2032 | May 31, 2033 | | |

The annual rent throughout the entire lease term, including optional extensions, shall be payable in advance in monthly installments as shown above on the first day of each month, except for the month of July during which the monthly installment is not due until the 15th day. Said rental payments shall be made to Lessor at the address for notices hereinafter set forth.

6. **COVENANTS OF LESSOR.** Lessor hereby covenants and agrees with Lessee as follows:

- a) Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises providing Lessee is not in default; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions. Lessor shall obtain a certificate of occupancy or any other authorizations required by local ordinance or regulations prior to Lessee's occupancy.
- b) The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
- c) Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.
- d) Lessor shall be responsible for the costs of all improvements necessary to meet and maintain the standards and specifications set forth in Schedules I and/or II. Lessor shall maintain, at Lessor's expense, the Premises so as to comply with all federal, state and local codes applicable to the Premises.
- e) In connection with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting forth the provisions of the non-discrimination clause.

- f) Lessor is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the annual rent is twenty-five thousand dollars (\$25,000) or more per year and the Lessor employs twenty-five (25) or more employees. The Lessor must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Lease, to the Department of Administration, Division of Administrative Services, whose address and phone number are listed at the bottom of the enclosed Form DOA-3269. Instructions and technical assistance in preparing the plan are available from the Department of Administration, Division of Administrative Services and will be forwarded to the Lessor upon presentation of State of Wisconsin Form DOA-3269 attached hereto. Failure to comply with the conditions of this Item may result in the Lease being declared "Null and Void," the Lessor being declared "ineligible," or the withholding of rental payment until such time as the above cited plan is accepted.
- g) The Lessor attests that space covered by this Lease is not owned by a state public official or state employee as defined in section 19.45, Wisconsin Statutes and Chapter ER-MRS 24 of the Wisconsin Administration Code, nor is the Lessor a business in which a state public official or state employee has any ownership, monetary or fiduciary interest.
- h) For the purposes of this Lease, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree collectively the "Environmental Laws". The Lessor certifies that to the best of its knowledge the Premises are free of any hazardous materials, substances, or air pollutants as defined above, except to the extent permitted under Environmental Laws and the Lessor will now and forever after the termination of this Lease hold Lessee harmless and indemnify the Lessee from and against any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants in excess of amounts or concentrations permitted under

Environmental Laws, except liability resulting from Lessee's use and occupancy of the Premises.

If during the Lessee's occupancy of the Premises hazardous materials, substances, or air pollutants are found in violation of any Environmental Laws, and are not due to the acts of Lessee, or Lessee's guests invitees, employees, contractors, or licensees ("Lessee Parties") the Lessor shall as soon as possible after receipt of notice take such action as may be necessary to render the Premises safe.

Upon determination by the Lessee that unsafe hazardous materials, substances, or air pollutants as defined above affecting the Lessee's quiet enjoyment of the Premises exists, the Lessee may vacate the Premises until such time as the hazardous materials, substances, or air pollutants have been repaired or remediated in order to comply with the Environmental Laws. If the Lessee vacates the Premises during the repair or remediation process, the Lessor shall reimburse the Lessee for all related or relocation costs and rent shall abate during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to promptly commence and diligently pursue to repair or remediate the hazardous materials, substances, or air pollutants, this Lease may by written notice to the Lessor be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee due to the cancellation of this Lease.

Lessor will immediately advise Lessee in writing of any actions or claims relating to any hazardous materials, substances, or air pollutants on the Premises. If the Lessor has conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of the lease, then the Lessor shall provide a copy of any test results to the Lessee. The Lessee, at its own expense, may also conduct such testing as it deems appropriate on the Premises.

- i) In the event of any water damage to the Premises and/or common areas, Lessor agrees to immediately commence action to cause drying of any water damaged (saturated, water

spotted and/or dirty) materials within twenty four hours of Lessor's receipt of notice of such damage from Lessee. If such materials are not completely dry by the end of a 24 hour period, Lessor shall diligently continue such actions as may be reasonably necessary to dry such materials and Lessor shall diligently remove any saturated materials (i.e. carpet, drywall, ceiling tiles, etc.) where such removal is reasonably required and replace the same with new materials of identical quality or better quality.

- j) Lessor agrees to provide prior notification and provision of material safety data sheets (MSDS) if applicable to the Lessee and on-site staff when any construction, renovation, maintenance, repairs, remodeling or cleaning work will be done within the building of which the premises are a part of by the Lessor, contractors or other representative of the Lessor. The project notification and MSDS documents should be provided to the on-site staff no less than five (5) workdays before the anticipated start of the actual work.
- k) The default by Lessor of any covenant or agreement contained in any paragraph or provision of this Lease, shall constitute a material default of the Lease, and shall entitle the Lessee to terminate this lease, PROVIDED, that prior to such termination, the Lessee shall notify the Lessor in writing of the nature of the default and shall grant the Lessor a period of thirty (30) days from the date of service of such notice to remedy or cease such act of default, and upon such remedy or cessation by the Lessor within said thirty (30) days, the Lessee shall waive the right to terminate for such default. In the event the act of default is such that it cannot be remedied within said thirty (30) day period, the Lessee shall waive the right to terminate for such default if corrective actions are commenced within such period and diligently pursued to completion by the Lessor.
- l) Lessor shall be responsible for the real estate taxes and any assessments on the Premises.

7. COVENANTS OF LESSEE. Lessee hereby covenants and agrees with Lessor as follows:

- a) Lessee does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
- b) At the expiration of this Lease or any renewal thereof, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted. It is mutually agreed, in consideration of the rent to be paid and other conditions of this Lease, that the Lessee shall not be responsible for damage to the Premises by fire except in the case of damage arising from a willful act or the negligence of the Lessee's agents or employees.
- c) The Lessee will not make or permit anyone to make any alterations, improvements or additions in or to the Premises, without the prior written consent of the Department of Administration, as Lessee and the owner as Lessor. If alterations or improvements are for the purpose of improving building or building systems efficiency, written consent is not necessary; however Lessor does acknowledge that improvements shall be timed to minimize disruption of office operations. In addition, 30 day notice prior to work commencing is required.
- d) The default by Lessee (a) If Lessee shall be late in the payment of any rent or any other sum of money payable by Lessee to Lessor and if Lessee shall fail to cure said late payment within (30) days after receipt of notice of said late payment from Lessor, or (b) if Lessee shall be late in the performance or observance of any other agreement or condition in this Lease to be performed or observed and if Lessee shall fail to cure said late performance or observance within thirty (30) days after receipt of notice from Lessor of said late performance or observance (unless Lessee commences to cure said late performance or observance within (30) days after receipt of notice thereof and expedite the curing of the same to completion with due diligence), then, in any of said cases and without waiving any claims for breach of agreement, and retaining the right to pursue any and all remedies under Wisconsin law relating to any default or breach. Lessor may send written notice to

Lessee of the termination of the term of this Lease, and, on the fifth (5th) day next following the date of the sending of the notice, the term of this Lease shall terminate, Lessee hereby waiving all rights of redemption.

- e) Lessee agrees that any improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor. Such improvements exclude any of Lessee's systems furniture, conventional furniture and all other Lessee personal property.
- f) Lessee agrees to not bring, either knowingly or unknowingly, hazardous materials, substances, or air pollutants on to the Premises.

8. **INSURANCE.** Lessor agrees to procure and maintain, during the term of this lease, fire and casualty insurance for the building containing the Premises. Lessor also agrees to procure and maintain, during the term of this Lease, commercial general liability insurance in the amount of not less than \$2 million each occurrence and \$2 million general aggregate. Under all conditions noted above, general aggregate limits are to apply on a per location basis. In addition, Lessor shall provide upon signing of the lease and thereafter annually, a certificate of insurance to Lessee evidencing such coverage. When coverage requirements are \$2 million or greater, Lessee shall also be named as additional insured. The State of Wisconsin Self-Funded Liability and Property Programs protect the Lessee. Wisconsin Statutes provide funds to pay property and liability claims. In addition, section 895.46 provides that the state will pay judgments taken against state officers or employees for acts carried out while the officers or employees were acting within the scope of their employment. This shall be deemed as evidence of protection for applicable liability claims brought against the state, its officers or employees and damage to property for which the state may be responsible.

9. **MAINTENANCE.** The Lessor shall maintain the Premises in good repair and tenantable condition, and as required by Wisconsin Statute 704.07, throughout the term of this Lease, except in case of damage arising from a willful act or the negligence of the Lessee's agents or

employees. For the purpose of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.

10. DAMAGE OR DESTRUCTION. In the event the Premises are partially damaged or destroyed by fire or other casualty or happening such that Lessee may continue to use a part of the Premises, Lessor shall promptly repair such damage and restore the Premises to its condition immediately prior to said damage or destruction. In such event, the rental and any other obligations of Lessee payable hereunder shall abate proportionally by the ratio that the damaged area bears to the total area of the Premises. Should Lessor fail to complete said restoration within 90 days of the partial damage or destruction, Lessee may terminate this Lease.

In the event the Premises are damaged or destroyed such that Lessee is unable to occupy the Premises (untenantable) without undue hardship and/or disruption of its business, Lessee may elect to terminate this Lease by providing Lessor written notice of such termination within 14 days after such damage or destruction, and, in that event, all rent and other obligations of the Lessee hereunder shall terminate as of the date of such damage or destruction. In the event the Premises are untenable and Lessee does not elect to terminate this Lease, Lessor shall proceed immediately to rebuild and restore the Premises to its condition immediately prior to said damage or destruction. In the case of Lessee's election not to terminate, all rent and other obligations of the Lessee hereunder shall abate from the date of untenability until the date Lessee retakes possession of the Premises. In the event Lessor fails to complete the restoration within 120 days of the untenability, Lessee may terminate this Agreement.

11. NOTICES. Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a post paid envelope, addressed to the Lessor at Lessor's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Lessor: Mr. Dennis Klein
WIS27, LLC
4425 W. Mitchell Street
Milwaukee, WI 53214

If to Lessee: State Leasing Officer
State of Wisconsin
Department of Administration
101 E. Wilson Street, 7th Floor
P.O. Box 7866
Madison, WI 53707-7866, WI

12. **FUNDING.** The payment of rents under this Lease is subject to the availability of funds that may lawfully be used for such payment, provided, however that failure to pay any such rent shall be a default under this lease. As a result, the Lease does not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution.
13. **RIGHT OF FIRST REFUSAL.** Provided Lessee is not in default under this lease beyond applicable cure periods, the Lessor agrees to promptly notifying the Lessee if at any time, adjacent space is available or if occupied that the tenant occupying the space immediately adjacent to the Premises notifies the Lessor of its intent to vacate such adjacent space. Within fifteen (15) days of the sending of such notice, the Lessee shall notify the Lessor if it is interested in leasing such adjacent space. If the Lessee so notifies the Lessor that it is interested in leasing such space, then for a period of thirty (30) days after the sending of such notice, the Lessor and the Lessee shall negotiate in good faith to attempt to agree on terms and conditions pursuant to which the Lessor would lease such adjacent space to the Lessee. Such additional space may be added to this lease via a letter of Addendum, under mutually agreeable terms and conditions. If the Lessor and the Lessee are unable to agree on such terms and conditions, the Lessor shall be free to lease such space to a third party.
14. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease, and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.
15. **HOLDING OVER.** If Lessee holds over after the term hereof, with express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, subject to every other term, covenant and agreement contained herein insofar as the same are applicable to a month-to-month tenancy. If Lessee holds over after the term hereof, without the express written consent of Lessor, such tenancy shall be from month-to-

month only, with no renewal hereof or an extension for any further term, subject to every other term, covenant and agreement contained herein insofar as the same are applicable to a month-to-month tenancy and Lessee shall pay to Lessor one and one-quarter times the rent in effect on the expiration of the Lease term plus any other charges payable under this Lease. Such month-to-month tenancy may be terminate by either party effective as of the end of any calendar month by thirty (30) days written notice to the other party. This provision shall not be deemed to waive Lessor's right of reentry or any other right hereunder or at law.

16. SUBORDINATION. This Lease shall be subordinate to any and all mortgages now or hereafter placed against the Premises by Lessor. This clause shall be self-operative, and no further instrument or subordination shall be required to effect the subordination of this Lease. Nonetheless, in confirmation of such subordination, Lessee shall execute and deliver such further commercially reasonable instrument(s) subordinating this Lease to the lien of any such mortgage or any other encumbrance(s) as shall be reasonably request by any mortgagee or party secure of purposed to be secured thereby, provided that any such mortgagee agrees in writing that so long as this Lease shall remain in force, in any action to foreclose the mortgage, Lessee will not be made a party defendant, except to the limited extent as may be necessary to obtain a judgment of foreclosure, but in any event, Lessee's possession of the Premises will not be disturbed, and the Lessee's leasehold estate will not be affected, impaired, or terminated by any such action or proceeding or by any judgment, order, sale or conveyance made or rendered therein or pursuant thereto, so long as (at the time of the commencement of such action or foreclosure proceeding or during the tenancy thereof) Lessee is not in default under the terms, covenants, and conditions of the Lease beyond any grace period provided in this Lease for curing same.

17. FORCE MAJEURE. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Notwithstanding the foregoing, the provisions of this section shall at no time operate to excuse Lessee from any obligations for payment of rent or any other payments required by this lease.

18. EMINENT DOMAIN. In the event the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Lease.

In the event a portion of the Leased Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of termination within thirty (30) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.

In the event of the termination of this Lease by reason of the total or partial taking of the Leased Premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking. Notwithstanding the foregoing, Lessee agrees that all damages relating to Lessee's fee interest in Lessor's building shall belong to the Lessor without any deduction therefrom relating to any present or future leasehold estate of Lessee and Lessee hereby assigns to Lessor all Lessee's right, title and interest to any award relating thereto.

19. CAPTIONS. The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.

20. CONSTRUCTION OF IMPROVEMENTS. On or before the commencement date of the term hereunder, unless such date is extended by mutual written consent, Lessor shall complete or cause to be completed certain building improvements, all as more specifically set forth in Schedule II, and the Request for Proposal published and dated November 2011 attached hereto and incorporated by reference. Lessee, through its authorized agents only, may, at its option, revise said building improvements prior to commencement of construction and request changes

during construction, provided, however, that such changes must first be approved by Lessor. The Lessor/Contractor agrees to comply with prevailing wage requirements of Article 103.49 of the Wisconsin Statutes effective January 2010 if the cost of construction is greater than \$25,000.

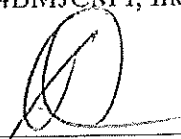
21. AUTHORIZATION, BINDING EFFECT. This Lease, together with all amending instructions subsequent thereto (collectively, the "Lease"), is not valid or effective for any purpose until approved by the Governor or his delegate, the Secretary of the Department of Administration, and no work is authorized until the Lessor has been given written notice to proceed by the Department of Administration, Division of State Facilities.
22. WAIVER. The rights and remedies of either party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach or breaches, default or defaults, of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
23. CHOICE OF LAW. This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin.
24. EXECUTED LEASE. This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

LESSOR: WIS27, LLC, a Wisconsin Limited Liability Company

By: D4BMJCM Limited Partnership, Sole Member

By: D4BMJCM I, Inc., Its General Partner

By: 
Dennis J. Klein, President

Dated: June 11, 2012

Social Security or Taxpayer Number:

EIN-45-4615961

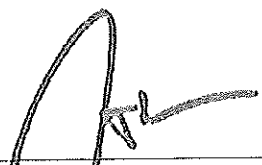
LESSEE:
State of Wisconsin

"The undersigned certifies that this request for Governor's approval meets all applicable state and federal statutes, rules, regulations and guidelines. This certification is based upon a thorough and complete analysis of this request."

By: 

CHRIS SCHOENHERR
DEPUTY SECRETARY
DEPARTMENT OF ADMINISTRATION

Dated: 07/02/2012

By: 

SCOTT WALKER
GOVERNOR
STATE OF WISCONSIN

Dated: 7/11/12

SCHEDULE I

The Lessor shall furnish to the Lessee during the term of this Lease, as part of the rental consideration, the following:

- 1. Provide safe drinking water with hot and cold running water for restrooms, counter sinks and janitorial facilities. Such drinking water shall meet minimum State of Wisconsin Drinking Water Quality Standards.
- 2. The environmental control system shall maintain a comfortable humidity level and temperatures for an estimated use of 60 hours per week as follows:

| | |
|------------------------------|-----------------------------|
| Summer | Winter |
| 76 Degrees (+/- 2°) | 70 Degrees (+/- 2°) |
| 50% Humidity Level (+/- 10%) | 25% Humidity Level (+/- 5%) |

The temperature range during unoccupied times (generally 6 p.m. to 6 a.m.) may be varied by up to +/- 10° of the above temperatures.

- 3. Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations.

Must be compliant with State of Wisconsin Administrative Codes Comm 63 and 64, and ASHRAE 62-1999, in addition to all other applicable Federal, State and local codes. Relative to ventilation codes, where Comm 64 and ASHRAE 62-1999 conflict, apply Comm 64 to existing HVAC and ASHRAE 62-1999 to new HVAC equipment selections ensuring in all circumstances, that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code Comm 64 minimum guidelines.

Lessor shall meet the following requirements:

- a. All new HVAC units and equipment installed shall be high-efficiency type; gas-fired heating is required in all new construction.
- b. All rooms shall have sufficient air movement to meet the Wisconsin code for air exchanges and CFM for office space and have adequate zoning to meet:
Seasonal set points shall be as follows:
Summer: 76 Degrees (+/- 2 degrees) and humidity of 50% (+/- 10%)
Winter: 70 Degrees (+/- 2 degrees) and humidity level of 25% (+/-5%)
- c. Provide a fully ducted, non- plenum HVAC system with adequate zoning.
- d. New sheet metal duct installation may not have interior fiberglass lining unless such lining is sealed.
- e. All new exterior walls and ceilings must meet minimum insulation code requirements.
- f. Provide perimeter heating for exterior walls if required.
- g. Provide space heating for airlocks and lobbies, if necessary.
- h. All air-handling equipment filters are changed quarterly.
- i. Provide automatic temperature adjustment capability for unoccupied modes
- j. Provide accessible controls to heating/cooling units from inside the building.
- k. Provide separate venting/fans for restrooms.
- l. Provide a stand alone ventilation and cooling unit, if required, for the data room.
- m. Provide adequate supply/return ducts for each space.

- n. Provide and install locking thermostat covers if appropriate.
 - o. Provide an approved "Test and Balance" report, for newly constructed and /or remodeled space, which is taken and completed after the space is fully occupied and the construction and/or remodeling projects are completed.
 - p. Thermostat locations in open office area to be 70" AFF.
 - q. Thermostat locations in all enclosed rooms to be above light switch, unless zoning does not allow.
 - r. The use of non-tenant adjustable thermostats is preferred if system allows.
4. Install and maintain fire extinguishers according to any governmental building code and underwriters' (UL) recommendations.
 5. All areas to have ambient light level of 50 foot-candles throughout the demised area with 70 foot-candles at desktop. Provide a minimum of 30 foot-candles in corridors. Provide a minimum of 1 foot candle security lighting for on-premise parking areas.
 6. Provide (2) master keys for entrance doors.
 7. Water and sewer costs. Heat and air conditioning costs.
 8. Provide electricity for lights and other electrical equipment necessary for operation of the office.
 9. Furnish and install light bulbs, fluorescent tubes, starters, ballasts or transformers.
 10. All demised and Common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) must meet all requirements of new construction for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters Comm 32, 51 - 65, and the Federal ADA Regulation. Federal ADA Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the Federal Regulations. All elevators shall meet the Wisconsin Administrative Codes, Comm 18 and Comm 62 and the Federal ADA Requirements.
 11. Furnish building occupancy or use permit if required.
 12. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.
 13. JANITORIAL SERVICES Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds. This includes, but is not limited to, the plowing and removal of snow, ice removal and salting, removal of trash, pest control and the proper disposal of recyclable materials separated by Lessee. Beginning January 1, 1995, proper disposal of materials shall comply with sections 16.15(3) and 287.07 Wis. Stats., which require recycling the following items: aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Lessor shall provide a central collection area and separate collection containers as require for the deposit of all such recyclable and non-recyclable waste generated at the leased premises. Lessor further agrees to comply with all applicable municipal recycling requirements adopted under section 287.13, Wis. Stats.

The following is a list of required activities to be performed at least as often as indicated. While this list may omit some minor activities, it is the intent of this list to promote a building with a High Standard of Cleanliness.

AREA AND REQUENCY INDICATION:

DAILY

- a) All Common Areas (Entrances/ Hallways/ Stairways/Snack or Break Area/Janitor Closet/Storeroom/etc.) - Clean glass in doors and metal framework; Empty/clean, waste containers and replace can liners; Sweep, mop and polish floor, steps, landings, etc.; Vacuum carpet and walk-off mats and remove spots/stains; Clean, de-scale and polish water fountains; and spot clean walls and doors.
- b) Restrooms - Clean and disinfect dispensers, sinks, toilets, urinals and polish bright work.
- c) Office Areas - Empty waste containers and replace can liners, if used; Dust and/or damp wipe accessible furnishings, fixtures, vents and sills; Spot clean doors, walls and sidelights; Sweep/mop floors; and vacuum carpet and remove spots/stains.

ONCE-WEEKLY

- a) Restrooms - Acid clean inside toilet bowls and urinals; and damp wipe wall, Vacuum upholstered furniture; and edge-vacuum carpet.
- b) Offices - Common Areas - Dust and/or damp wipe furnishings, moldings, handrails, fixtures, etc. Clean/disinfect and polish brightwork. Polish floor.
- c) Offices - Vacuum upholstered furniture; and edge-vacuum carpet.

SEMI-ANNUAL

- a) Resilient/Hard floor Areas - Strip, seal and refinish floors in spring and fall.
 - b) Carpet Areas - Wet extract carpet and apply soil retardant in spring and fall.
 - c) Restrooms - Wash walls, ceilings, doors and partitions in winter and summer.
 - d) Windows - Wash windows and storms both inside and outside and vacuum screens in spring and fall.
 - e) Light Fixtures - Clean fixtures and diffusers
 - f) Air Vents - Clean supply air diffusers and return air grilles.
14. Provide signage, including building directory listing, suite identification, and any other signage consistent with others in the Building. This does not include Tenant Identification signage specific to tenant.
15. Provide 200 parking places in adjacent parking area, which is understood by the parties hereto to include the possibility of overnight parking for State-owned vehicles.
16. Provide snow and ice control and removal: Snow and ice will be removed from designated walking surfaces on Lessor controlled parking lots and sidewalks on building grounds by 6:30 am each working day and 9:00 on non-working days. These walk areas shall be maintained in a reasonably slip resistant condition and passable for people with disabilities (i.e. individuals who use walkers, canes, crutches, wheelchairs, etc.). Walking surfaces will be maintained snow and ice free during working hours. Particular attention shall be paid during on-going snowfalls, ice storms or when melting snow and ice re-freezes on walking surfaces. Parking lots shall be cleared within 24 hours of a 2-inch or greater snowfall (or sooner if weather permits).

In the event that the Lessor fails to remove the snow and ice from the leased facility in accordance with the terms of the paragraph above, the Lessee may cause the same to be done and deduct the cost of such snow and ice removal from the rent due the Lessor.

If the Lessor fails to comply with the requirements of this section, the Lessee may notify the Lessor of failure through fax or letter. If on a subsequent event, the Lessor again fails to comply with the terms of this section, the Lessee may, at the expense of the Lessor, remove the offending ice or snow from affected areas. Lessee's removal of snow and ice shall not release Lessor of liability or obligation under the provisions of this lease or any law or regulation.

17. Lessor will at Lessor's cost repaint the demised area as needed during the seventh year of occupancy if the first 5-year renewal option has been exercised. Lessor will at Lessor's sole cost, repair the carpeting as needed and recarpet the demised area at least by the eighth year of occupancy if the first 5 year renewal option has been exercised. The Tenants are responsible for moving their furniture and equipment as required for the painting and installation and/or repair of carpeting.
18. In the event the Lessor does not furnish the aforementioned services and items or the demised Premises is untenable for any other reason which is not due to the negligence of the Lessee, the Lessee may provide such services and items at its own expense and deduct these expenses from rental payments, provided Lessee notifies Lessor thirty (30) days in advance of any deduction, and provides an itemized statement listing the services and items not being furnished.
19. Lessor agrees to construct and/or remodel and equip the building in accordance with State and local building codes, in accordance with mutually agreed upon plans attached hereto.

VII. CONSTRUCTION and TECHNICAL SPECIFICATIONS

CONSTRUCTION SPECIFICATIONS Details, requirements for workmanship, and material specifications, which will be applicable to the project, will be developed in conjunction with the Proposer.

The Proposer shall comply with Prevailing Wage Requirements of Sections 66.0903, 66.0904, 103.49 and 103.50 of the Wisconsin Statutes if the cost of construction is greater than \$100,000 if more than one trade is required to complete the project. If a single trade project, the cost of construction must be \$48,000 or more.

Proposer agrees to construct and/or remodel and equip the building at Proposer's expense in accordance with State and Local Building codes per the mutually agreed upon plans using the following specifications. Wherever practical, construction remodeling will conform to the Division of State Facilities' Sustainable Facilities Guidelines and Master Specifications.

GENERAL CONDITIONS All workmanship shall be done in compliance with standard and accepted trade practice. All regulations of the Federal Government, State of Wisconsin, and the local municipality will be complied with fully. After completion of work, the leased premises will be left in a clean and orderly condition, ready for occupancy.

CONSTRUCTION REQUIREMENTS

Selection of finishes will be by the tenant from Lessor provided samples.

1. Ceilings:

- a. Offices, open office, conference, data/phone closet, reception/waiting areas: acoustical drop ceiling, with 2 x 2 or 2 x 4 x 3/4" grid, drop-in tile, color white, STC 35-39, minimum; NRC 50-60, minimum, light reflectance 75% minimum. Private offices, conference and training rooms require insulation above the dropped ceiling for noise abatement, if walls do not extend to the floor/roof decking.
- b. All other areas such as restrooms, entrances, service closets, storage rooms, file rooms: may be finished, painted drywall.
- c. Finished height: Minimum of 8'6" in all spaces up to 250 square feet. Minimum of 10' 0" in all other spaces. Maximum of 12' 0" unless approved by Lessee.
- d. Attic stock: Provide and maintain ceiling tile with approximately 4% of ceiling tile.

2. Floors: All floors will be level.

- a. New carpeting shall comply with the current VOC limits of the Carpet and Rug Institute's Green Label Indoor Air Quality Test Program.
- b. Offices, clerical area, conference rooms, training rooms, waiting areas (unless otherwise specified below): Carpet tile: 28-30 oz., tufted, min. average tuft bind 10-12 lbs., average FHA density 4500-5599, pile must be ADA compliant.
- c. Restrooms: Ceramic floor tile.

- d. Intake area, kitchenettes, vending machine areas, storage room, copier rooms, mail rooms, data/phone closet, etc.: vinyl tile or sheet goods.
- e. Vestibule/lobby: Ceramic floor tile with recessed mats similar to DecoGard "Pedimat", maintained by Lessor.
- f. Loading dock, mechanical rooms: Sealed concrete floors.
- g. Cove Base: (unless wood or carpet is preferred by Lessor) all spaces, except where ceramic flooring is used, 4" x 1/8" vinyl cove base.
- h. Lessor will at Lessor's sole cost, repair the carpet tile as needed. The Lessor will provide at lease commencement a 4% attic stock.
- i. Shock absorbing or cushioned flooring in the FAST and Records room is preferred.

3. Walls:

- a. All new walls to be drywall: one layer 1/2" or 5/8" type X gypsum wallboard applied to each side of 3-5/8" acoustical metal studs; with 1" type S drywall screws 8" on center, to vertical edges and 12" on center to intermediate studs. Stagger joints on each side.
- b. All interior walls to be insulated for sound abatement.
- c. All columns to be finished in drywall or wood.
- d. If possible, walls to extend to finished ceiling except for restrooms and all conference and training rooms, which will extend to floor/roof deck.
- e. Provide expansion joints as necessary.
- f. All walls to receive painted finish of sealer coat and two finish coats of semi-gloss or orange peel, eggshell textured finish. Gloss finish in rest rooms, kitchenettes, break rooms, loading dock, janitor's closets, child care rooms and vending areas. Accent wall colors will be required randomly throughout the space.
- g. Corner guards: provide 44" guards on all outside corners and columns, color clear or match wall color.
- h. Restrooms: 48" wainscoting of ceramic wall tile or other hard washable surface approved by tenant.
- i. Provide touch-up painting before & after initial move-in.
- j. Provide 3"-4" hardwood chair rails around perimeter in waiting areas, private offices, reception area, all conference, meeting and training rooms at chair back height.

4. Doors, door frames, hardware:

- a. The primary accessible exterior entry doors will be of aluminum storefront construction & fully glazed with ADA compliant power door openers with push button operation and card access. All power door operators will be maintained and repaired by Lessor.

- b. At least one rest room door for each sex in the public & employee areas will be power operated.
- c. All interior doors: solid core construction, 3'-0" x 6'-8" x 1-3/4", SLC-5 construction (glueblocked, 5 ply), stained and varnished. If a sidelight is not provided, the door will have a 4" x 36" window, except for rest rooms, lactation room, data server room, janitor closets and other utility rooms.
- d. Exterior metal doors, all door frames, window frames: 16 gauge, 2" width, shall be factory painted or 1 coat primer, 2 coats satin enamel.
- e. All doors to have appropriate ADA compliant hardware including but not limited to: ADA compliant levers, pulls, panic hardware, compatible latches; kick-plates for restroom and service room doors; wall/floor stops, door silencers; ADA compliant closures for all exterior entrance/exit, suite and restroom doors; passage and/or keyed latchsets as specified, minimum 3 keys per lockset. Keyed latchsets for, file room, conference rooms, training rooms, daycare detention room, storage rooms, janitor closets, all mechanical rooms and all doors with card access. In addition, all locksets to be operated by a single master key – Not Primus keys.
- f. A final key schedule will be required for approval prior to occupancy.
- g. All solid core doors to be warranted from warpage and defect for 1 year from occupancy.
- h. A card access system compliant with the State Of Wisconsin's needs to be provided with the building and needs to be tied into any power door operators.
- i. Doors from the waiting room to the open office area, and public meeting rooms, will have electronic remote openers located at reception area.

5. Windows: The Premises must have direct natural lighting. This may be accomplished by using skylights.

- a. All new exterior windows shall be insulated Low-E glass.
- b. All exterior windows shall have mini-blinds.
- c. Windows may be either fixed or operable if located 10' or more above the ground, in which case some means of security must be provided to prevent entry.

6. HVAC: Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations. Must be compliant with State of Wisconsin Enrolled Commercial Code

- a. All new HVAC units and equipment installed shall be high-efficiency type; gas-fired heating is preferred over electrical heat.
- b. All rooms shall have sufficient air movement to meet the Wisconsin code for air exchanges and CFM for office space and have adequate zoning to meet:
Seasonal set points shall be as follows:
Summer: 76 Degrees (+/- 2 degrees) with 50% humidity level (+/- 10%)
Winter: 70 Degrees (+/- 2 degrees) with 25% humidity level (+/- 5%)

- c. Provide HVAC system with adequate zoning with location of thermostats to be confirmed with client.
- d. New sheet metal duct installation may not have interior fiberglass lining unless such lining is sealed.
- e. All new exterior walls and ceilings must meet minimum insulation code requirements.
- f. Provide perimeter heating for exterior walls if required.
- g. Provide space heating for airlocks and lobbies, if necessary.
- h. All air-handling equipment filters are changed quarterly.
- i. Provide automatic temperature adjustment capability for unoccupied modes.
- j. Provide accessible controls to heating/cooling units from inside the building.
- k. Provide separate venting/fans for restrooms.
- l. Provide a stand-alone ventilation and cooling unit, for the data room to provide 24 hours, 7 days a week, every day of the year service, if necessary.
- m. Provide adequate supply/return ducts for each space.
- n. Provide and install locking thermostat covers.
- o. Provide an approved "Test and Balance" report which is taken and completed after the space is fully occupied and the construction and/or remodeling projects are completed.
- p. Thermostat locations in open office area to be 70" AFF to clear systems furniture.
- q. Thermostat locations in all enclosed rooms to be above light switch, unless zoning does not allow.
- r. Due to the quantity of paper dust in the records room, additional filtration is requested in the air returns.

7. Electrical: All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin Enrolled Commercial Code, the National Electrical Code (ANSI/NFPA 70), other applicable National Fire Protection Association codes, the National Electrical Safety Code, present manufacturing standards (including NEMA).

- a. Each enclosed room, including all storage rooms, offices, interview rooms, file rooms child detention room, and conference rooms shall have a minimum number of duplex electrical outlets (as required by code) and a minimum of 2 each telephone and data outlets.
- b. Standard office requirements shall include provisions for copiers, faxes, computers and related equipment, and other standard office equipment. Where noted in the summarized room requirements, copiers & printers must be on separate circuits from other equipment.

- c. Electrical installation shall be everything for an end-to-end installation including all wiring, junction boxes, conduit, grounding, switches, panel boxes, circuits, switch plates, faceplates, receptacles, etc.
- d. Kitchenettes shall have sufficient outlets for a refrigerator, microwave, and coffee maker. Employee break rooms, vending areas and laundry shall have sufficient outlets & circuits to support the equipment noted in the summarized room requirements.
- e. Data/telephone room shall have a dedicated 30 amp circuit with NEMA L5-30R twisted lock receptacle (120V-30A 3W) for server, dedicated 20 amp circuit with double duplex outlet for rack equipment & the remainder of the room shall be served by a dedicated 20 amp circuit.
- f. Provide 2" x 4" electrical boxes with ¾" conduit stubs into ceiling for projector locations. Cabling for these locations provided by lessee-approved sub-contractor.

8. **Lighting:** All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin Enrolled Commercial Building Code and the National Electrical Code.

- a. All areas to have ambient light level of 50 foot-candles throughout the demised area with 70 foot-candles at desktop. Provide a minimum of 30 foot-candles in corridors.
- b. Provide 2' x 4' drop-in florescent fixtures unless otherwise specified. Indirect lighting is an acceptable replacement in office areas.
- c. Lighting should be High-Performance T8, F32T8, 5000°K lamps to conform to the specification of the Consortium for Energy Efficiency. Lamps shall meet "TLCP" requirements for low mercury and all mercury in the product shall be recycled material.
- d. For offices, clerical area, and conference room provide:
 3-lamp electronic miser ballast's (F8's)
 2' x 4' lay-in fixtures
 18 or 24 cell parabolic louver lenses (3" deep), semi-specular silver is preferred.
 Prismatic acrylic lenses are acceptable for file storage, data/telecom room, mechanical room and restrooms.
- e. Occupancy sensors shall be used as much a practical (occupancy sensors shall typically be used for required automatic light shut-off instead of central time-clock control or central energy-management system control). Consider their use in all restrooms, conference rooms, open office spaces, private offices, storage rooms. Infrared or passive sound detection occupancy sensors (or combination of these types are to be used) – no ultrasonic sensors are allowed.
- f. Provide adequate lighting in restrooms with light fixtures above the sinks.
- g. Provide florescent strip lighting below cabinets.
- h. Each constructed space to have separate light switch. Constructed areas over 400 square feet and with two entrances will have three-way switches.
- i. Provide lighting at all exterior entrances/exits.

- j. Provide adequate security lighting for on-premise parking areas.

9. Data and Telephone Wiring Conduits:

- a. All outlets to be installed according to approved plan. Each room, as identified will have at least two outlets consisting of 3/4" - 1" conduit in all new walls from above the suspended ceiling and terminating in a 4" x 4" electrical box.
- b. Conduit, raceways or clear paths will be provided from the data/telephone room to the ceiling area of each enclosed room and clerical area to accommodate the data/telephone lines.
- c. All cabling to be minimally Category 5E terminated in RJ-45 jacks. Voice outlets to be terminated in white/ivory jacks and all data outlets to be terminated in orange jacks. All jacks to be labeled in a professional manner. Hand labels are not acceptable.
- d. Wiring vendor to provide wiring map and test records at occupancy.
- e. Data and telephone wiring shall be furnished and installed by the Lessor using Lessee pre-approved vendor who is familiar with State specifications.

10. Security System / Card Access

- a. An integrated security and card access system will be provided that is compatible with and be part of the Capitol Police Software House CCure8000 system. Access control panels shall be Software House iStar panels; new and of the latest design. http://www.svhouse.com/products/hardware_home.aspx Card readers shall be HID 125 KHz Proximity readers. The specific model for each door shall be selected to be the most appropriate for each door. http://www.hidglobal.com/technology.php?tech_cat=t&subcat_id=10. Access cards shall be HID ISO Prox Model 1386 cards in the State of Wisconsin Corporate 1000 format, H10389. http://www.hidglobal.com/technology.php?tech_cat=l&subcat_id=9. 500 cards to be provided. Monitoring of all exterior doors, all lobby doors except for rest rooms, all reception area doors and card access doors. Wiring for future monitoring of temperature and moisture in server/telecom room. This system can be monitored & controlled through the State of Wisconsin's Capitol Police. Items on the system will be doors with access card control and monitoring of alarms (intrusion/heat), local alarm lights and local alarm horns. Local horn for data/telecom room. Wiring should be available for panic buttons at each reception workstation.
- b. All exterior doors are monitored & most are under card access.
- c. Card access points are needed at the separation of public spaces and office space.
- d. Card access and wiring for temperature alarm monitoring system will be needed in the server room.

11. Cabinetry/Carpentry:

All areas provided must meet minimum standards of ADA compliance.

- a. As noted in the room descriptions, all cabinets shall have counters of standard depth and height. Cabinetry will have 2 adjustable shelves in each section, all having laminated fronts, countertop and splashguard.
- b. Provide locks on cabinetry in the public break areas.
- c. Provide a 30" height and 24" depth, 6' in length counter for the Clerical Area. The front base of the client side of the counter shall be cement block clad/bullet proof. The glass above the counter shall be bullet-proof.
- d. Provide a counter of approximately 6' in length with 2 shelves under it behind the clerical area.
- e. Provide two 2'- 3' pass-throughs in the bullet-proof windows and writing ledge from reception area into the waiting area.

12. Plumbing:

- a. All break & kitchenette area counter(s) shall meet the minimum ADA requirements and must include a sink or sinks with hot/cold running water and a garbage disposal(s).
- b. All rest room fixtures and furnishings will be ADA compliant.
- c. Insulate all under sink lavatory piping in restrooms if exposed.
- d. One janitorial sink shall be provided in each janitorial closet.
- e. Water will be available if needed for connection to refrigerators in break rooms & kitchenettes.

13. Accessibility and Security:

- a. All demised and Common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) *must meet all requirements of new construction* for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters Comm 32, 51 - 65, and the Federal ADA Regulation. Federal ADA Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the Federal Regulations. All elevators shall meet the Wisconsin Administrative Codes, Comm 18 and Comm 62 and the Federal ADA Requirements.
- b. Provide door locks as required.
- c. Install a doorbell with the button adjacent to the doorway into the reception area from the main lobby with the speaker located in the clerical area and in the secured office area next to the doorway into the reception area.

14. Exterior of Building and Landscaping:

- a. Provide landscape as necessary or required by city ordinance.
- b. Provide a minimum of 200 parking spaces (ideal is 300) plus the appropriate number of ADA spaces including a van accessible space. Parking areas to be paved and striped and

comply with all Wisconsin Administrative Codes and Federal ADA Regulations. Include all signage required for accessible parking stalls.

- c. All entrances and exterior doors to be accessible with grade complying with Federal ADA Regulations and Wisconsin Admin Code.
- d. Ensure all exterior walls, windows, roof, walkways are in good repair.
- e. An outdoor employee seating area is desirable.

15. Signage:

- a. Provide and install signage on the exterior of the building identifying tenant and address which is visible from the main street. The style and size of the sign will be consistent with the Lessor's sign standards of the building and comply with local ordinances. The sign does not need to be internally illuminated.
- b. Provide and install ADA compliant directional signage in main entrance and in hallways as necessary to direct clientele to offices, which are not located at the main entrance if a multi-tenant building. Signage to be visible and legible from a 15'-0" distance and well lighted.
- c. Provide and install ADA compliant restroom signage utilizing Grade 2 Braille and pictographs.
- d. Provide and install miscellaneous signage such as Emergency Exit Only, Employees Only, No Admittance, etc.

16. Fire Protection:

- a. Provide, hardwire install, and maintain smoke/heat detectors with local fire alarm pull stations, all connected to strobe and audible alarms meeting ADA guidelines, and any other detectors and enunciators if required by any government codes and regulations.
- b. Provide, install, and maintain fire extinguishers as required by all governing codes and regulations and Underwriters Lab (UL) recommendations.

17. Other Requirements:

- a. Provide safe filtered drinking water with hot and cold running water for restrooms, counter(s) and janitors sink.
- b. Heat and air conditioning costs.
- c. Furnish, install and maintain light bulbs, fluorescent tubes, starters, ballasts or transformers.
- d. Water and sewer costs.
- e. Provide electricity for lights and other electrical equipment necessary for operation of the office.
- f. Furnish building occupancy or use permit if required.

18. Plans/Submittals: Prior to commencement of any work, Lessor shall submit to the Department of Administration preliminary plans for review and signature, and provide a copy of the final signed/sealed copy of plans (if required by code). The plan package shall consist of, but not limited to the construction and demolition plans including the following:

- a. Mechanical/HVAC plans
- b. Electrical, data/telephone, and lighting cutsheets
- c. Door and finish schedules
- d. Plumbing plans
- e. Site plans with parking indications and available public transportation options
- f. General construction drawings with dimensions
- g. Cabinetry drawings
- h. Materials list and samples including:
 - 1) Paint and finishes
 - 2) Ceiling
 - 3) Flooring
- i. Proposed construction schedule

SCHEDULE III

REQUEST FOR PROPOSAL

BY THE

STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION

FOR OFFICE & PUBLIC SERVICES SPACE

TO BE OCCUPIED BY THE DEPARTMENT OF CHILDREN AND FAMILIES

THE FACILITY SHALL BE LOCATED IN THE AREA AS DEFINED IN THE RFP WITHIN
MILWAUKEE COUNTY

FULL OCCUPANCY: NO LATER THAN OCTOBER 1, 2013
STAGED TENANCY PREFERRED

For information regarding this proposal contact

Ellen Rosner
State Leasing Officer
at (608) 267-2004

File 437-144

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I. GENERAL INFORMATION

INTRODUCTION AND BACKGROUND

The State of Wisconsin/Department of Administration (DOA) is seeking to Lease approximately 48,700 square feet of office space with public service areas for the Department of Children and Families (DCF) "tenant". The facility shall be located within Milwaukee County as further defined on page 6. The Bureau of Milwaukee Child Welfare (BMCW) is an integral member of the State of Wisconsin, Department of Children and Families, which represents approximately 200 employees and subcontractors. The Bureau of Milwaukee Child Welfare is responsible for child welfare and child protective services for Milwaukee County. The new site will provide an easily accessible central location for clients and allow for easy access to services.

PROPOSER'S CONFERENCE

A conference will be held on November 21 at 10 a.m. in Room 40 of the Milwaukee State Office Building at 819 W. 6th Street, Milwaukee, WI. (Recommend using the MacArthur Square parking lot which is at 841 N James Lovell St (7th) across from the building.). You will have an opportunity at this meeting to ask questions and get clarifications of the specifications in the RFP. In preparation for this meeting, you are encouraged to send in questions and comments before hand via email (ellen.rosner@wisconsin.gov) Note: Any changes to the RFP as a result of this conference will be posted to the website <http://leasing.state.wi.us> November 22nd, 2011. Please look under CURRENT SPACE NEEDS section.

CONTRACTING AGENCY

The State of Wisconsin/Department of Administration (DOA), Division of State Facilities (DSF) is the authorized agent of the Governor in the procurement of buildings and real estate for state government occupants. DOA will be the Lessee of record and will authorize the final selection made for this space. All negotiations relative to this lease may only be conducted with the Department of Administration.

CLARIFICATION OF SPECIFICATIONS

All requests for additional background or technical information will be directed to the State Leasing Officer:

Ellen Rosner
Phone (608) 267-2004
Fax (608) 267-0200
E-mail: ellen.rosner@wisconsin.gov

INCURRING COSTS

The State of Wisconsin is not liable for any cost incurred by proposers in replying to this Request for Proposal.

RESPONSE SUBMISSION

Proposers are required to utilize the attached "Proposers' Response Sheet". This is considered a basic requirement for submittal. The proposal package must include the original proposal package plus five copies delivered to:

Ellen Rosner
State of Wisconsin, DOA
Division of State Facilities
101 E. Wilson St., 7th Floor
P.O. Box 7866
Madison, WI 53707-7866

All responses must be received by the Department of Administration no later than 2 PM on December 22, 2011. Proposals received after this time and date shall not be considered.

Proposers must allow sufficient time for mail delivery of their proposals by the date specified.

II. SUBMITTAL REQUIREMENTS and AWARD PROCESS

Following is a TENTATIVE schedule of events regarding this RFP:

| | |
|----------------------------------|----------------------------|
| RFP Posting | November 7, 2011 |
| Proposers' meeting | November 21, 2011 |
| Proposals due by 2 PM | December 22, 2011 |
| Selection and lease negotiations | December 26 – March 2 |
| Building Commission | March 2012 |
| Lease executed | April 1, 2012 |
| Tenant access | November 1, 2012 |
| Lease Commences* | Phase 1 – December 1, 2012 |
| | Phase 2 – June 1, 2013 |
| | Phase 3 – October 1, 2013 |

*Please see I. Lease Terms and Conditions for phasing.

This is not a fixed bid proposal and all items are subject to further negotiations by either party. The State of Wisconsin reserves the right to request a "best and final" offer from the finalists.

All proposals submitted in response to this Request For Proposal will be evaluated by the Department of Administration and the State Department of Children and Families, which will together make the final decision on the selection of the facility. The selection will be based on criteria which best meet the needs of the Department of Children and Families and not necessarily be the lowest cost proposal.

Submittal Requirements:

It is mandatory that all proposers utilize the attached "Proposers' Response Sheet" and include the specific information, plans/drawings (in PDF and AutoCAD format), specifications, and schedules required for your response, which shall include five (5) copies of the following:

1. Site plans with parking indicated and available public transportation options. The location must be within the boundaries as defined below.
2. 1/8" scale floor plan with proposed layout. All building construction and tenant improvement costs are the responsibility of the Proposer.
3. Any and all deficiencies in your proposal as compared to the RFP, and any areas and/or systems where your proposal exceeds the requirements of the RFP.
4. A construction schedule designed to meet the required commencement date.
5. Fully complete a "Proposer's Response Sheet" and supply documentation if available, supporting each of the cost elements other than the base building rate.
6. If Lessor engages a broker representative, Lessor shall pay any and all commissions.
7. The Proposer shall comply with prevailing wage requirements of Article 103.49 of the Wisconsin Statutes if the cost of construction is greater than \$100,000 and more than one trade is required to complete the entire project. If a single-trade project, the cost of construction must be \$48,000 or more. For additional information regarding how to apply for determination of Prevailing Wage, see www.dwd.state.wi.us

III. PROGRAM REQUIREMENTS and EVALUATION CRITERIA

The Lease proposal must meet as a minimum, the standards and requirements listed herein, including the language of the attached State of Wisconsin standard lease document (to be modified by the specific terms and conditions pertinent to this RFP.) In addition, the following will be considered in the evaluation and award process.

I. Lease Terms and Conditions

1. Lease Rate Conditions: The gross rental rate and amount of rentable square footage based upon a 5 year lease term with two 5-year renewal options. A 10 year lease term will also be considered. There are three existing leases; with termination dates ranging from November 30, 2012 to September 30, 2013. It is possible to have a staggered occupancy date based on these existing lease termination dates.
2. Occupancy Date: Provide timeline for completion of build out and occupancy certificate. Indicate your certainty of meeting occupancy date. Initial occupancy can be December 1, 2012 with full occupancy no later than October 1, 2013.
3. Development Team: Provide resumes and list of similar projects of all participants and team members.

II. Locational Attributes and Site Information

1. The site location must be within a geographic area that is within the City of Milwaukee as per the boundaries below:
 - Capitol Drive to the North
 - National Avenue to the South
 - 1st Street/Water Street to the East – where Water Street crosses the river, Holton Street shall be the East boundary.
 - Sherman Boulevard to the West
2. A bus line should be within the immediate proximity of the location, with an accessible sidewalk route to the building.
3. Access to major roads and easily located with minimal turns and readily visible for first time visitors.
4. The zoning and other proximate uses must be compatible with this use.

AVAILABLE SITE

The Redevelopment Authority of the City of Milwaukee is prepared to offer a site for development for this proposal. The site is located on the southeast corner of the intersection of 27th Street and W. Wisconsin Avenue at 2601 W. Wisconsin Avenue. The site is vacant and after the 27th Street Reconstruction will contain approximately 2 acres. Interested proposer's should contact:

Dan Casanova
City of Milwaukee, Department of City Development
Phone (414) 286-5921
Fax (414) 286-5467
Email: dcasan@milwaukee.gov

III. Facility Details and Layout

The building will be evaluated on: Building Design and Aesthetics; Quality and flexibility of the building including the overall design of the space and site; Safety and Accessibility by clients, family members, and staff; Connectivity; and Building Sustainability.

1. Building Design and Aesthetics
 - a. Proposals will be accepted for single or multi-tenant buildings, existing or new construction if occupancy dates can be held.
 - b. The space should have a rentable area of approximately 45,000 to 48,000 square feet. This square footage includes estimated circulation and building common space. The actual square footage leased will depend on building efficiencies, design efficiencies and shared common areas.
 - c. In a multi-tenant facility, DCF guests may share accessible tenant restrooms though it is preferred for staff to have separate restrooms. Facilities with multiple adjacent floors will be considered.
 - d. The successful Proposer will provide all design services required for permits and as required by the Lessee as the project is implemented. It is likely that multiple

re-drawings of the space design will be necessary to refine it to the needs of the Department of Children and Families.

- e. The Department of Children and Families will contract for design services for the office furniture systems and will provide the detail for the furniture installation and/or order.

2. Quality and Flexibility of the building:

- a. The proposal will be judged on the adequacy of the design to address program requirements as set forth below in the Summarized Room Requirements. The majority of the evaluation in this section will be based on these requirements. Because of the specialized uses performed by staff within this facility, this facility may have additional needs not required at all offices.

3. Safety and Accessibility Requirements:

- a. There must be adequate building and exterior security lighting to allow for safe occupancy by staff and visitors during both standard and non-standard hours, Monday through Friday and weekends. Provide adequate security lighting for on-premise parking areas.
- b. There must be adequate security including card access to the Premises and alarm systems. The card access system will be compatible or interface with current security systems, the Software House iStar system, existing in other State Office Buildings and maintained by Capitol Police. See Construction Specifications as attached for more detailed information. Panic buttons will be installed in the reception area annunciating back to Capitol Police.
- c. All areas of the Premises, the applicable common areas, and entrances and exits serving the Premises shall meet all requirements of handicapped accessibility, health, and safety standards in compliance with and in accordance with Wisconsin Enrolled Commercial Building Code.

4. Connectivity

The office must be wired with Cat5e wiring for computer networking connections. The office space should have access to internet connectivity equivalent to T5. The ability to connect to Badgernet must exist; therefore AT&T must be capable of providing service to the facility. Please see Construction Specifications attached for more detailed scope of work.

5. Building Sustainability

Additional consideration will be given to those respondents that incorporate sustainable construction and development practices including sustainable site development, water savings, energy efficiency, materials selection and indoor environmental quality. The State of Wisconsin sustainability guidelines are located at:

http://www.doa.state.wi.us/dsf/masterspec_view_new.asp?catid=63&locid=4

VI. Parking Requirements

It is essential that there is parking available within the building site or in close proximity. The BMCW is a 24-7-365 direct service organization serving Milwaukee County. Staff are constantly traveling between clients and the office transporting carseats, clothing, and other equipment and supplies for children and families. Staff often transport multiple children between court, hospitals, homes and the office at all hours of the day and night.

1. Requires minimum of parking spaces to accommodate 200 staff and visitors which may be in excess of local ordinance plus the required number of ADA spaces including a van accessible space. This includes overnight parking for approximately 20 state-owned vehicles.
2. It is preferable that there be a secure ramp or fenced parking lot for Fleet vehicles left overnight for security purposes.
3. It is desired that there be some sort of designated loading zone in front of the building if it is located in a densely developed urban area. If not located in an urban location, building entrance should have parking loading area proximate.
4. Handicapped parking spaces are required to be closest in proximity to the accessible entries of the building.

After initial evaluation of the proposals, the Departments may elect to have presentations from some of the Proposer(s) and additional information may be required, including revised drawings.

Evaluation and selection of proposals, as well as subsequent negotiations, will be based on the information submitted in the proposals, references and on-site visits.

IV. STATE BUILDING COMMISSION APPROVAL

The State of Wisconsin Building Commission has statutory authority to approve lease transactions on behalf of the State. Firms responding to this RFP should be aware of and take into consideration the following State Building Commission policies:

1. State of Wisconsin Building Commission policies require compatibility with local, jurisdictional governments in their long-range planning, economic development and zoning efforts. Failure to consider local zoning and municipal planning efforts and address and reflect them in your proposal may lead to disqualification.
2. The State of Wisconsin Building Commission, in the effort to support local government planning, zoning, and economic development, will consider recommendations from local officials as to the placement and use of State facilities. Proposer should be aware that local official and community input may be sought by the Building Commission and can be a factor in the approval process.

The local and/county officials support may impact the approval of any project and their support does not guarantee approval of the State of Wisconsin Building Commission.

V. GENERAL ROOM REQUIREMENTS

The general specifications for each area are listed below, to assist your designer in the space design process.

| | | |
|--------------------------------|-------------------------------------|--|
| Waiting room | Conference Room - Board Room | Lactation Room |
| Public rest Room | | Storage rooms for donated clothing/toys |
| Reception Area | Conference Rooms- Medium and Small | Worker Production Room |
| Walk-in client interview rooms | Training Room – large and small | Mail Room |
| Call Center | IT office and Computer Testing room | Records room |
| Child Detention Rooms | | Financial Assessment records room - FAST |
| Private Offices | Employee Break Room | Loading Dock |
| Open Office Area | Data/telecom Room | |

VI. SUMMARIZED ROOM REQUIREMENTS

Following is a list by room, highlighting the specialized and/or unique features, fixtures or construction required and is not necessarily all-inclusive. Please see the CONSTRUCTION GUIDELINES section for more details and specifications. Unless otherwise noted, all rooms including storage rooms shall include voice/data outlets as required by code. Note: Tenant will supply all copiers, printers, fax machines, overhead projectors, refrigerators, washer, dryer, microwaves, coffee makers and other items noted.

1. **Waiting room:** The waiting area should be large enough to hold up to 20 people waiting for a meeting or appointments. The public restrooms should be accessible to the waiting room. The reception area should be directly off of the waiting room. Card access is required to the administrative offices and meeting rooms from the waiting room. Power entry doors from the exterior are needed.
2. **Public Rest Rooms:** Two unisex restrooms are required. Each rest room will have diaper changing station. In a single tenant building, public restrooms are required outside of the secure reception area. It is preferred even to have staff restrooms be separated from public restrooms. Rest room area shall have drinking fountains. All rest rooms and fountains must be ADA compliant.
3. **Reception Area:** This is to be a secure area separate from the waiting area but proximate. The area is used to process clients and greet visitors. Staff can gain access to reception area via access card or with electric strike remote opener located at reception desk. The receptionist station should be large enough to contain two staff housed in systems furniture that the tenant will provide. There

should be enough circulation to allow for a multi-function device (copier) to be located proximate to the receptionist. The space should also contain room for a small cubicle for a security guard. The receptionist should be located behind bullet-resistant glass and a concrete block wall. The glass should have two pass-throughs to allow forms and documents to be handed to the receptionist. There should also be a hard-wired panic button for receptionist tied in to future security system. Conference rooms should be proximate to reception area.

4. **Walk – In Client Interview Room:** These rooms are small meeting rooms and should have one chair-rail height window with one-way glass to allow for security and easy viewing into the rooms.
5. **Call Center:** This open office area should be located separate and apart from the other open office areas. While not a separately constructed office, this area should be large enough to contain 20 49-square foot cubicles. Staff in this area will be fielding phone calls and responding to emergencies so locating this area away from reception area, break room, or mail room is essential. Locating the area on a dead end area of the building to minimize foot traffic is an option. One small interview room and four private offices should be located proximate to this area. A direct emitter white noise or sound masking system must be included in the construction of this space.
6. **Daycare/Child Detention Rooms:** These two rooms should share a common bathroom/shower area/kitchen. The shower area should also contain a “hair-washing” or professional beautician sink. There should be enough room and water hook-up and exhaust for washer/dryer. Kitchen should contain sink, full-size refrigerator, and enough electrical circuits to take care of a microwave and toaster. There should be at least one chair rail height window with one-way glass to allow for security and easy viewing in to the rooms.
7. **Private Offices:** The private office layout should allow for desk and computer return in addition to small table and chairs for meetings. Private offices should have a sidelight window to allow for transfer of natural light. Private offices should not be located on perimeter windows, except for possibly the Director & the Deputy Director.
8. **Open Office Area:** The area will consist of approximately 170 workstations. Each workstation will have one (1) voice and two data connections. Standard electrical requirements for open office areas are four 20 amp circuits for every 8 systems furniture cubicles. Dedicated electrical circuits will be required for copiers and printers. The workstations will be grouped by function and supervisory location throughout the entire office.
9. **Conference Room, Training Room, and Professional Board Room:** It is preferred that these rooms be located with access to public restrooms, and be able to be secured from the balance of office area. They can be located off a common corridor with reception area at one end and office area at the other. At least one large meeting room should be wired for video conferencing capability. Other requirements include minimum electrical outlets as per code; at least two voice/data jacks per wall. Include blocking on one wall of all rooms for whiteboard installation. Sidelights or windows in doors required.

10. **Conference Room-Medium and Large:** At least one large conference room to be located in the secure office area. All conference rooms should have appropriate wiring for phones, computers, and multi-media use. Include blocking on one wall for whiteboard installation. Data jacks should be located on opposite walls. Sidelights or windows in doors required.
11. **Computer Training room:** This room should contain adequate voice/data jacks to allow for 20 computers in a classroom setting. There should be one additional circuit to allow for the installation of a multi-function device. The proposer shall provide as tenant improvements to the computer training room the following: 1) Drop down projector screen; 2) Drop ceiling mount for LCD projector; 3) Universal mount projector; 4) Micro portable projector. Final approval of equipment will be required by tenant. Card access required for this room.
12. **IT Office, Computer Testing and Storage Room:** This room should be sized to accommodate 5 cubicles of 80 square feet each. Along one wall of this room there should be a constructed counter with power and data raceway with outlets every 8 to 10 inches. The counter should be long enough to accommodate 8 staff. In addition, there should be a minimum of 700 square feet of computer storage space. Card access required for this room.
13. **Employee Break Room:** This room should be sized to adequately seat 50 staff at any one time. There should be a minimum of four refrigerators and two sinks. There should be direct water supply available for four coffee makers and ice makers. Electrical service should allow for four microwaves, two toasters, and two coffee makers. The room should contain enough counter space with cabinets above and below and two double bay sinks. Provide under cabinet lighting. Provide water connections to the refrigerators. Adjacent to this will be a vending machine area with space & electrical circuits for up to 5 machines. The break room & vending machines will be located inside the secure office area. In addition, there should be a coffee station with galley kitchen on each floor, if multi-floor building, to allow staff flexibility to move about the office.
14. **Data/Telecom Room:** This room will contain the punch down blocks for the telephone lines, the data patch panels in a rack(s), wire management, server and computer controllers, etc. Server, controllers and patch cables supplied by tenant. It is important that adequate and appropriate HVAC be provided to this room. The temperature must be maintained below 70 degrees Fahrenheit 24 hours a day, 7 days a week, every day of the year. Estimated BTU is 7,500 per hour. One wall will be ¾" plywood over drywall from floor to ceiling for telephone equipment & connections. A location that minimizes the distance of the cable runs is desirable. Room shall have a dedicated 30 amp circuit with NEMA L5-30R twist-lock receptacle (120V-30A 3W) for server, dedicated 20 amp circuit with double duplex outlet for rack equipment & the remainder of the room shall be served by a dedicated 20 amp circuit. Room will have card access, wiring for moisture and temperature monitoring. This room must be contained exclusively within the DCF office space.
15. **Lactation Room:** The room needs to be large enough for three stations consisting of a lounge chair and small counter surface. Each station needs to have

electrical outlet. This room needs to have a sink and water and an electrical circuit for a small refrigerator. Card access is required in this room.

16. **Storage Rooms:** There should be five storage rooms with locking doors. Two of the rooms should have one wall lined with heavy-duty constructed shelving to store donated clothing, toys, and children's equipment.
17. **Worker Production Rooms:** Provide counter space with cabinets above & below with under cabinet lighting. Sufficient electric duplex and voice/data outlets to handle two multi-function devices. If staff are distributed on more than one floor, space should be divided and distributed.
18. **Mail Room:** This will be the central point for the sorting and processing of mail. Provide 14 feet of counter space with cabinets above & below with under cabinet lighting. Provide one voice outlet for phone. For a 6 foot portion of the counter, the overhead cabinets shall be 30" above the counter for postage meter. The postage meter requires a dedicated voice/data line. Provide 8 feet by 4 feet deep counter with cabinets below. Provide 12 feet of 24" high counter with cabinets below. Tenant will provide mail slots to sit on this counter. Provide one dedicated outlet for a multi-function device. This room should be located close to the freight elevator and/or loading dock due to the amount of supplies brought in for office use.
19. **Records Room:** The Records room houses all open and closed case files. The room has to be large enough to contain 2,310 linear feet of shelving units. The shelving units are 3' x 7 shelves tall. It is imperative that landlord assure floor loads are adequate for the amount of records. Double wide metal doors are preferred due to the number of boxes of records that are constantly moving through this room. Tenant provided shelving units need to be secured to the walls, so appropriate blocking needs to be installed in the walls. As three staff work in this room, there needs to be adequate voice/data, electrical service and HVAC to accommodate staff and a dedicated circuit for a multi-function copier in this room. This room should also be located close to the freight elevator and/or loading dock due to the number of boxes of records that are constantly flowing through this office. Card access is required.
20. **Financial Assessment Services Team (FAST) room:** As with the Records room, staff in this room works with Medicaid and Social Security records. The room has to be large enough to 460 linear feet of shelving units. The shelving units are 3' x 7 shelves tall. Tenant provided shelving units need to be secured to the walls, so appropriate blocking needs to be installed in the walls. Voice/data and a dedicated electrical outlet is required for the multi-function copier that will be located in this room. Card access is required.
21. **Loading Dock** – This can be common to the building in a multi-tenant building. It is preferred that the dock be at truck height.

The general specifications for each area are listed below, to assist your designer in the space design process:

LIST OF AREAS AND REQUIRED SIZES

| <u>Description</u> | <u>Assignable Sq Ft</u> |
|--|-------------------------|
| Waiting room – <i>seating for 20</i> | approx 500 |
| Reception area - | 250 |
| Walk-in Client interview rooms (2 @ 150 sf) | 300 |
| Call Center (20 staff @ 49 sf) | 980 |
| Child Detention Room (2 @ 300 sf) | 600 |
| Director office (1 @ 144 sf) | 144 |
| Deputy Director office (1 @ 120 sf) | 120 |
| Other private offices (34 @ 120 sf) | 4,800 |
| Office staff work stations (170 @ 64 sf) | 10,880 |
| Conference room – Training room (1 @ 1,800) | 1,800 |
| Board room – (2 @ 500 sf) | 1,000 |
| Large meeting room (3 @ 480 sf) | 1,440 |
| Medium meeting room (5 @ 240 sf) | 1,200 |
| Computer training room - 20 stations | 400 |
| IT Office/cubicles computer testing and storage | 1,600 |
| Employee Break room | 1,000 |
| Data/Telecom room | 80 |
| Storage rooms (5 @ 240 sf) | 1,200 |
| Lactation room | 100 |
| Work/ Production room | 240 |
| Mail room | 240 |
| Records Room | 7,500 |
| Financial Assessment records room (FAST) | <u>1,600</u> |
| Total asf = | 37,974 |
| Public restrooms (male/female) | as required |
| Staff restrooms (male/female) | as required |
| Janitor closet | as required |
| Mechanical room | as required |
| Total gross rentable square feet @ approx. 78% efficiency | 48,700 |

VII. CONSTRUCTION and TECHNICAL SPECIFICATIONS

CONSTRUCTION SPECIFICATIONS Details, requirements for workmanship, and material specifications, which will be applicable to the project, will be developed in conjunction with the Proposer.

The Proposer shall comply with Prevailing Wage Requirements of Sections 66.0903, 66.0904, 103.49 and 103.50 of the Wisconsin Statutes if the cost of construction is greater than \$100,000 if more than one trade is required to complete the project. If a single trade project, the cost of construction must be \$48,000 or more.

Proposer agrees to construct and/or remodel and equip the building at Proposer's expense in accordance with State and Local Building codes per the mutually agreed upon plans using the following specifications. Wherever practical, construction remodeling will conform to the Division of State Facilities' Sustainable Facilities Guidelines and Master Specifications.

GENERAL CONDITIONS All workmanship shall be done in compliance with standard and accepted trade practice. All regulations of the Federal Government, State of Wisconsin, and the local municipality will be complied with fully. After completion of work, the leased premises will be left in a clean and orderly condition, ready for occupancy.

CONSTRUCTION REQUIREMENTS

Selection of finishes will be by the tenant from Lessor provided samples.

1. Ceilings:

- a. Offices, open office, conference, data/phone closet, reception/waiting areas: acoustical drop ceiling, with 2 x 2 or 2 x 4 x 3/4" grid, drop-in tile, color white, STC 35-39, minimum; NRC 50-60, minimum, light reflectance 75% minimum. Private offices, conference and training rooms require insulation above the dropped ceiling for noise abatement, if walls do not extend to the floor/roof decking.
- b. All other areas such as restrooms, entrances, service closets, storage rooms, file rooms: may be finished, painted drywall.
- c. Finished height: Minimum of 8'6" in all spaces up to 250 square feet. Minimum of 10' 0" in all other spaces. Maximum of 12' 0" unless approved by Lessee.
- d. Attic stock: Provide and maintain ceiling tile with approximately 4% of ceiling tile.

2. Floors: All floors will be level.

- a. New carpeting shall comply with the current VOC limits of the Carpet and Rug Institute's Green Label Indoor Air Quality Test Program.
- b. Offices, clerical area, conference rooms, training rooms, waiting areas (unless otherwise specified below): Carpet tile: 28-30 oz., tufted, min. average tuft bind 10-12 lbs., average FHA density 4500-5599, pile must be ADA compliant.
- c. Restrooms: Ceramic floor tile.

- d. Intake area, kitchenettes, vending machine areas, storage room, copier rooms, mail rooms, data/phone closet, etc.: vinyl tile or sheet goods.
- e. Vestibule/lobby: Ceramic floor tile with recessed mats similar to DecoGard "Pedimat", maintained by Lessor.
- f. Loading dock, mechanical rooms: Sealed concrete floors.
- g. Cove Base: (unless wood or carpet is preferred by Lessor) all spaces, except where ceramic flooring is used, 4" x 1/8" vinyl cove base.
- h. Lessor will at Lessor's sole cost, repair the carpet tile as needed. The Lessor will provide at lease commencement a 4% attic stock.
- i. Shock absorbing or cushioned flooring in the FAST and Records room is preferred.

3. Walls:

- a. All new walls to be drywall: one layer 1/2" or 5/8" type X gypsum wallboard applied to each side of 3-5/8" acoustical metal studs; with 1" type S drywall screws 8" on center, to vertical edges and 12" on center to intermediate studs. Stagger joints on each side.
- b. All interior walls to be insulated for sound abatement.
- c. All columns to be finished in drywall or wood.
- d. If possible, walls to extend to finished ceiling except for restrooms and all conference and training rooms, which will extend to floor/roof deck.
- e. Provide expansion joints as necessary.
- f. All walls to receive painted finish of sealer coat and two finish coats of semi-gloss or orange peel, eggshell textured finish. Gloss finish in rest rooms, kitchenettes, break rooms, loading dock, janitor's closets, child care rooms and vending areas. Accent wall colors will be required randomly throughout the space.
- g. Corner guards: provide 44" guards on all outside corners and columns, color clear or match wall color.
- h. Restrooms: 48" wainscoting of ceramic wall tile or other hard washable surface approved by tenant.
- i. Provide touch-up painting before & after initial move-in.
- j. Provide 3"-4" hardwood chair rails around perimeter in waiting areas, private offices, reception area, all conference, meeting and training rooms at chair back height.

4. Doors, door frames, hardware:

- a. The primary accessible exterior entry doors will be of aluminum storefront construction & fully glazed with ADA compliant power door openers with push button operation and card access. All power door operators will be maintained and repaired by Lessor.

- b. At least one rest room door for each sex in the public & employee areas will be power operated.
- c. All interior doors: solid core construction, 3'-0" x 6'-8" x 1-3/4", SLC-5 construction (glueblocked, 5 ply), stained and varnished. If a sidelight is not provided, the door will have a 4" x 36" window, except for rest rooms, lactation room, data server room, janitor closets and other utility rooms.
- d. Exterior metal doors, all door frames, window frames: 16 gauge, 2" width, shall be factory painted or 1 coat primer, 2 coats satin enamel.
- e. All doors to have appropriate ADA compliant hardware including but not limited to: ADA compliant levers, pulls, panic hardware, compatible latches; kick-plates for restroom and service room doors; wall/floor stops, door silencers; ADA compliant closures for all exterior entrance/exit, suite and restroom doors; passage and/or keyed latchsets as specified, minimum 3 keys per lockset. Keyed latchsets for, file room, conference rooms, training rooms, daycare detention room, storage rooms, janitor closets, all mechanical rooms and all doors with card access. In addition, all locksets to be operated by a single master key – Not Primus keys.
- f. A final key schedule will be required for approval prior to occupancy.
- g. All solid core doors to be warranted from warpage and defect for 1 year from occupancy.
- h. A card access system compliant with the State Of Wisconsin's needs to be provided with the building and needs to be tied into any power door operators.
- i. Doors from the waiting room to the open office area, and public meeting rooms, will have electronic remote openers located at reception area.

5. Windows: The Premises must have direct natural lighting. This may be accomplished by using skylights.

- a. All new exterior windows shall be insulated Low-E glass.
- b. All exterior windows shall have mini-blinds.
- c. Windows may be either fixed or operable if located 10' or more above the ground, in which case some means of security must be provided to prevent entry.

6. HVAC: Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations. Must be compliant with State of Wisconsin Enrolled Commercial Code

- a. All new HVAC units and equipment installed shall be high-efficiency type; gas-fired heating is preferred over electrical heat.
- b. All rooms shall have sufficient air movement to meet the Wisconsin code for air exchanges and CFM for office space and have adequate zoning to meet:
Seasonal set points shall be as follows:
Summer: 76 Degrees (+/- 2 degrees) with 50% humidity level (+/- 10%)
Winter: 70 Degrees (+/- 2 degrees) with 25% humidity level (+/- 5%)

- c. Provide HVAC system with adequate zoning with location of thermostats to be confirmed with client.
- d. New sheet metal duct installation may not have interior fiberglass lining unless such lining is sealed.
- e. All new exterior walls and ceilings must meet minimum insulation code requirements.
- f. Provide perimeter heating for exterior walls if required.
- g. Provide space heating for airlocks and lobbies, if necessary.
- h. All air-handling equipment filters are changed quarterly.
- i. Provide automatic temperature adjustment capability for unoccupied modes.
- j. Provide accessible controls to heating/cooling units from inside the building.
- k. Provide separate venting/fans for restrooms.
- l. Provide a stand-alone ventilation and cooling unit, for the data room to provide 24 hours, 7 days a week, every day of the year service, if necessary.
- m. Provide adequate supply/return ducts for each space.
- n. Provide and install locking thermostat covers.
- o. Provide an approved "Test and Balance" report which is taken and completed after the space is fully occupied and the construction and/or remodeling projects are completed.
- p. Thermostat locations in open office area to be 70" AFF to clear systems furniture.
- q. Thermostat locations in all enclosed rooms to be above light switch, unless zoning does not allow.
- r. Due to the quantity of paper dust in the records room, additional filtration is requested in the air returns.

7. Electrical: All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin Enrolled Commercial Code, the National Electrical Code (ANSI/NFPA 70), other applicable National Fire Protection Association codes, the National Electrical Safety Code, present manufacturing standards (including NEMA).

- a. Each enclosed room, including all storage rooms, offices, interview rooms, file rooms child detention room, and conference rooms shall have a minimum number of duplex electrical outlets (as required by code) and a minimum of 2 each telephone and data outlets.
- b. Standard office requirements shall include provisions for copiers, faxes, computers and related equipment, and other standard office equipment. Where noted in the summarized room requirements, copiers & printers must be on separate circuits from other equipment.

- c. Electrical installation shall be everything for an end-to-end installation including all wiring, junction boxes, conduit, grounding, switches, panel boxes, circuits, switch plates, faceplates, receptacles, etc.
- d. Kitchenettes shall have sufficient outlets for a refrigerator, microwave, and coffee maker. Employee break rooms, vending areas and laundry shall have sufficient outlets & circuits to support the equipment noted in the summarized room requirements.
- e. Data/telephone room shall have a dedicated 30 amp circuit with NEMA L5-30R twisted lock receptacle (120V-30A 3W) for server, dedicated 20 amp circuit with double duplex outlet for rack equipment & the remainder of the room shall be served by a dedicated 20 amp circuit.
- f. Provide 2" x 4" electrical boxes with ¾" conduit stubs into ceiling for projector locations. Cabling for these locations provided by lessee-approved sub-contractor.

8. Lighting: All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin Enrolled Commercial Building Code and the National Electrical Code.

- a. All areas to have ambient light level of 50 foot-candles throughout the demised area with 70 foot-candles at desktop. Provide a minimum of 30 foot-candles in corridors.
- b. Provide 2' x 4' drop-in florescent fixtures unless otherwise specified. Indirect lighting is an acceptable replacement in office areas.
- c. Lighting should be High-Performance T8, F32T8, 5000°K lamps to conform to the specification of the Consortium for Energy Efficiency. Lamps shall meet "TLCP" requirements for low mercury and all mercury in the product shall be recycled material.
- d. For offices, clerical area, and conference room provide:
 3-lamp electronic miser ballast's (F8's)
 2' x 4' lay-in fixtures
 18 or 24 cell parabolic louver lenses (3" deep), semi-specular silver is preferred.
 Prismatic acrylic lenses are acceptable for file storage, data/telecom room, mechanical room and restrooms.
- e. Occupancy sensors shall be used as much a practical (occupancy sensors shall typically be used for required automatic light shut-off instead of central time-clock control or central energy-management system control). Consider their use in all restrooms, conference rooms, open office spaces, private offices, storage rooms. Infrared or passive sound detection occupancy sensors (or combination of these types are to be used) – no ultrasonic sensors are allowed.
- f. Provide adequate lighting in restrooms with light fixtures above the sinks.
- g. Provide florescent strip lighting below cabinets.
- h. Each constructed space to have separate light switch. Constructed areas over 400 square feet and with two entrances will have three-way switches.
- i. Provide lighting at all exterior entrances/exits.

- j. Provide adequate security lighting for on-premise parking areas.

9. Data and Telephone Wiring Conduits:

- a. All outlets to be installed according to approved plan. Each room, as identified will have at least two outlets consisting of 3/4" - 1" conduit in all new walls from above the suspended ceiling and terminating in a 4" x 4" electrical box.
- b. Conduit, raceways or clear paths will be provided from the data/telephone room to the ceiling area of each enclosed room and clerical area to accommodate the data/telephone lines.
- c. All cabling to be minimally Category 5E terminated in RJ-45 jacks. Voice outlets to be terminated in white/ivory jacks and all data outlets to be terminated in orange jacks. All jacks to be labeled in a professional manner. Hand labels are not acceptable.
- d. Wiring vendor to provide wiring map and test records at occupancy.
- e. Data and telephone wiring shall be furnished and installed by the Lessor using Lessee pre-approved vendor who is familiar with State specifications.

10. Security System / Card Access

- a. An integrated security and card access system will be provided that is compatible with and be part of the Capitol Police Software House CCure8000 system. Access control panels shall be Software House iStar panels; new and of the latest design. http://www.swhouse.com/products/hardware_home.aspx Card readers shall be HID 125 KHz Proximity readers. The specific model for each door shall be selected to be the most appropriate for each door. http://www.hidglobal.com/technology.php?tech_cat=t&subcat_id=10. Access cards shall be HID ISO Prox Model 1386 cards in the State of Wisconsin Corporate 1000 format, H10389. http://www.hidglobal.com/technology.php?tech_cat=1&subcat_id=9. 500 cards to be provided. Monitoring of all exterior doors, all lobby doors except for rest rooms, all reception area doors and card access doors. Wiring for future monitoring of temperature and moisture in server/telecom room. This system can be monitored & controlled through the State of Wisconsin's Capitol Police. Items on the system will be doors with access card control and monitoring of alarms (intrusion/heat), local alarm lights and local alarm horns. Local horn for data/telecom room. Wiring should be available for panic buttons at each reception workstation.
- b. All exterior doors are monitored & most are under card access.
- c. Card access points are needed at the separation of public spaces and office space.
- d. Card access and wiring for temperature alarm monitoring system will be needed in the server room.

11. Cabinetry/Carpentry:

All areas provided must meet minimum standards of ADA compliance.

- a. As noted in the room descriptions, all cabinets shall have counters of standard depth and height. Cabinetry will have 2 adjustable shelves in each section, all having laminated fronts, countertop and splashguard.
- b. Provide locks on cabinetry in the public break areas.
- c. Provide a 30" height and 24" depth, 6' in length counter for the Clerical Area. The front base of the client side of the counter shall be cement block clad/bullet proof. The glass above the counter shall be bullet-proof.
- d. Provide a counter of approximately 6' in length with 2 shelves under it behind the clerical area.
- e. Provide two 2' - 3' pass-throughs in the bullet-proof windows and writing ledge from reception area into the waiting area.

12. Plumbing:

- a. All break & kitchenette area counter(s) shall meet the minimum ADA requirements and must include a sink or sinks with hot/cold running water and a garbage disposal(s).
- b. All rest room fixtures and furnishings will be ADA compliant.
- c. Insulate all under sink lavatory piping in restrooms if exposed.
- d. One janitorial sink shall be provided in each janitorial closet.
- e. Water will be available if needed for connection to refrigerators in break rooms & kitchenettes.

13. Accessibility and Security:

- a. All demised and Common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) *must meet all requirements of new construction* for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters Comm 32, 51 - 65, and the Federal ADA Regulation. Federal ADA Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the Federal Regulations. All elevators shall meet the Wisconsin Administrative Codes, Comm 18 and Comm 62 and the Federal ADA Requirements.
- b. Provide door locks as required.
- c. Install a doorbell with the button adjacent to the doorway into the reception area from the main lobby with the speaker located in the clerical area and in the secured office area next to the doorway into the reception area.

14. Exterior of Building and Landscaping:

- a. Provide landscape as necessary or required by city ordinance.
- b. Provide a minimum of 200 parking spaces (ideal is 300) plus the appropriate number of ADA spaces including a van accessible space. Parking areas to be paved and striped and

comply with all Wisconsin Administrative Codes and Federal ADA Regulations. Include all signage required for accessible parking stalls.

- c. All entrances and exterior doors to be accessible with grade complying with Federal ADA Regulations and Wisconsin Admin Code.
- d. Ensure all exterior walls, windows, roof, walkways are in good repair.
- e. An outdoor employee seating area is desirable.

15. Signage:

- a. Provide and install signage on the exterior of the building identifying tenant and address which is visible from the main street. The style and size of the sign will be consistent with the Lessor's sign standards of the building and comply with local ordinances. The sign does not need to be internally illuminated.
- b. Provide and install ADA compliant directional signage in main entrance and in hallways as necessary to direct clientele to offices, which are not located at the main entrance if a multi-tenant building. Signage to be visible and legible from a 15'-0" distance and well lighted.
- c. Provide and install ADA compliant restroom signage utilizing Grade 2 Braille and pictographs.
- d. Provide and install miscellaneous signage such as Emergency Exit Only, Employees Only, No Admittance, etc.

16. Fire Protection:

- a. Provide, hardwire install, and maintain smoke/heat detectors with local fire alarm pull stations, all connected to strobe and audible alarms meeting ADA guidelines, and any other detectors and enunciators if required by any government codes and regulations.
- b. Provide, install, and maintain fire extinguishers as required by all governing codes and regulations and Underwriters Lab (UL) recommendations.

17. Other Requirements:

- a. Provide safe filtered drinking water with hot and cold running water for restrooms, counter(s) and janitors sink.
- b. Heat and air conditioning costs.
- c. Furnish, install and maintain light bulbs, fluorescent tubes, starters, ballasts or transformers.
- d. Water and sewer costs.
- e. Provide electricity for lights and other electrical equipment necessary for operation of the office.
- f. Furnish building occupancy or use permit if required.

- i. Provide automatic temperature adjustment capability for unoccupied modes. Tenant must be able to override program for occasional special events.
 - i. Provide accessible controls to heating/cooling units from inside the building.
 - k. Provide separate venting/fans for restrooms.
 - l. Provide adequate ventilation and air movement or a stand alone ventilation and cooling unit, if required, for the data room.
 - m. Provide adequate supply/return ducts for each space.
 - n. Provide and install locking thermostat covers.
 - o. Provide an approved "Test and Balance" report, for newly constructed and /or remodeled space, which is taken and completed after the space is fully occupied and the construction and/or remodeling projects are completed.
 - p. Thermostat locations in open office area to be 70" AFF.
 - q. Thermostat locations in all enclosed rooms to be above light switch, unless zoning does not allow.
 - r. The use of non-tenant adjustable thermostats is preferred if system allows.
4. Install and maintain fire extinguishers according to any governmental building code and underwriters' (UL) recommendations. Refer to Fire Suppression section of Construction Requirements for related information on extinguisher types required.
 5. All areas to have ambient light level of 50 foot-candles throughout the demised area with 70 foot-candles at desktop. Provide a minimum of 30 foot-candles in corridors.
 6. Provide (3) master keys for demised area.
 7. Water and sewer, heat and air conditioning costs.
 8. Provide electricity for lights and other electrical equipment necessary for operation of the office.
 9. Furnish, install and maintain light bulbs, fluorescent tubes, starters, ballasts or transformers.
 10. All demised and Common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) must meet all requirements of new construction for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters Comm 32, 61 - 65, and the Federal ADA Regulation. All elevators shall meet the Wisconsin Administrative Codes, Comm 18 and Comm 62 and the Federal ADA Requirements.
 11. Furnish building occupancy or use permit if required.
 12. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.
 13. JANITORIAL SERVICES Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds. This includes, but is not limited to, the plowing and removal of snow, ice removal and salting, removal of trash, pest control and the proper disposal of recyclable materials separated by Lessee. Beginning January 1, 1995, proper disposal

of materials shall comply with sections 16.15(3) and 287.07 Wis. Stats., which require recycling the following items: aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Lessor shall provide a central collection area and separate collection containers as require for the deposit of all such recyclable and non-recyclable waste generated at the leased premises. Lessor further agrees to comply with all applicable municipal recycling requirements adopted under section 287.13, Wis. Stats.

The State of Wisconsin supports the use of sustainable cleaning products and materials based upon national standards such as Leadership in Energy and Environmental Design (LEED), Green Globe 21, Green Seal, etc.

www.usgbc.org/DisplayPage.aspx?CategoryID=19

<http://www.greenglobe21.com/>

www.greenseal.org/standards.htm

General purpose, bathroom, and glass cleaners that meet Green Seal GS-37 Certification are preferred for use on this contract. Use of products claiming equivalence but not Green Seal Certified may be used with documentation of other independent third party verification to show compliance with Green Seal Standards.

All other cleaning products with low Volatile Organic Compound (VOC) levels are preferred for use on this contract. Reference the California Code of Regulations maximum allowable limits. MSDS with VOC levels listed or other documentation should be provided. www.arb.ca.gov/consprod/regscp.pdf

Disposable janitorial paper products and trash bags that meet the minimum requirements of U.S. EPA's Comprehensive Procurement Guidelines are preferred on this contract. www.epa.gov/cpg/

The following is a list of required activities to be performed at least as often as indicated. While this list may omit some minor activities, it is the intent of this list to promote a building with a High Standard of Cleanliness.

AREA AND FREQUENCY INDICATION:

DAILY

- a. All Common Areas (Entrances/ Hallways/ Stairways/Snack or Break Area/Janitor Closet/Storeroom/etc.) - Clean glass in doors and metal framework; Empty/clean ashtrays, waste containers and replace can liners; Sweep, mop and polish floor, steps, landings, etc.; Vacuum carpet and walk-off mats and remove spots/stains; Clean, de-scale and polish water fountains; and spot clean walls and doors.
- b. Restrooms - Clean and disinfect dispensers, sinks, toilets, urinals and polish bright work.
- c. Office Areas - Empty waste containers and replace can liners, if used; Dust and/or damp wipe accessible furnishings, fixtures, vents and sills; Spot clean doors, walls and sidelights; Sweep/mop floors; and vacuum carpet and remove spots/stains.

ONCE-WEEKLY

- a. Restrooms - Acid clean inside toilet bowls and urinals; and damp wipe wall, Vacuum upholstered furniture; and edge-vacuum carpet.
- b. Offices - Common Areas - Dust and/or damp wipe furnishings, moldings, handrails, fixtures, etc. Clean/disinfect and polish brightwork. Polish floor.
- c. Offices - Vacuum upholstered furniture; and edge-vacuum carpet.

SEMI-ANNUAL

- a. Resilient/Hard floor Areas - Strip, seal and refinish floors in spring and fall.
 - b. Cork Areas: As recommended by manufacturer
 - c. Carpet Areas - Wet extract carpet and apply soil retardant in spring and fall.
 - d. Restrooms - Wash walls, ceilings, doors and partitions in winter and summer.
 - e. Windows - Wash windows and storms both inside and outside and vacuum screens in spring and fall.
 - f. Light Fixtures - Clean fixtures and diffusers
 - g. Air Vents - Clean supply air diffusers and return air grilles.
14. Provide signage, including building directory listing, suite identification, and any other signage consistent with others in the Building.
15. Lessor will at Lessor's sole cost repaint the demised area as needed during the seventh year of occupancy if the first 5-year renewal option has been exercised. Lessor will at Lessor's sole cost, repair the carpeting as needed and recarpet the demised area at least by the eighth year of occupancy if the first 5 year renewal option has been exercised.
16. Provide snow and ice control and removal: Snow and ice will be removed from designated walking surfaces on Lessor controlled parking lots and sidewalks on building grounds by 4:30 am each working day and 9:00 am on non-working days. These walk areas shall be maintained in a reasonably slip resistant condition and passable for people with disabilities (i.e. individuals who use walkers, canes, crutches, wheelchairs, etc.). Walking surfaces will be maintained snow and ice free during working hours. Particular attention shall be paid during on-going snowfalls, ice storms or when melting snow and ice re-freezes on walking surfaces. Parking lots shall be cleared within 24 hours of a 2-inch or greater snowfall (or sooner if weather permits). In the event that the Lessor fails to remove the snow and ice from the leased facility in accordance with the terms of the paragraph above, the Lessee may cause the same to be done and deduct the cost of such snow and ice removal from the rent due the Lessor.
- If the Lessor fails to comply with the requirements of this section, the Lessee may notify the Lessor of failure through fax or letter. If on a subsequent event, the Lessor again fails to comply with the terms of this section, the Lessee may, at the expense of the Lessor, remove the offending ice or snow from affected areas. Lessee's removal of snow and ice shall not release Lessor of liability or obligation under the provisions of this lease or any law or regulation.
17. Lessor will at Lessor's sole cost, repair the carpeting as needed and shall provide an initial attic stock of 4%.
18. In the event the Lessor does not furnish the aforementioned services and items or the demised Premises is untenable for any other reason which is not due to the negligence of the Lessee, the Lessee may provide such services and items at its own expense and deduct these expenses from rental payments, provided Lessee notifies Lessor thirty (30) days in advance of any deduction, and provides an itemized statement listing the services and items not being furnished.

VII PROPOSER RESPONSE SHEET FOR 5 YEAR LEASE

Multiple copies will need to be made to accommodate alternate proposals.

RATE PROPOSAL: Per usable/rentable square footage. If Proposer does not complete the rate proposal in its entirety, please provide an explanation and alternate rate proposal.

I. SQUARE FOOTAGE: As defined Section II Base Requirements, Facility Layout

- A) Total usable square feet (does not include common area)
B) Total rentable square feet (includes common area)

II. RATE CALCULATION: Per Rentable square footage

Complete the following: (Amounts should be listed as cost per square foot)

- A) Base Building Rate (NET RATE) /sq. ft.
B) Brokerage fees, if any. /sq. ft.
C) CAM (Includes insurance and demised premises maintenance & facility costs) /sq. ft.
Total Base Rate Offered Per Rentable Square Foot Per Year (sum of A,B & C) sq. ft.
D) Utility Costs - Heat, air conditioning, water sewer /sq. ft.
E) Janitorial Services (Provide Specs) /sq. ft.
F) Snow removal/Lawn mowing contracts /sq. ft.
G) Real Estate Taxes /sq. ft.
H) Amortization of tenant improvements /sq. ft.

Total Net Rates Offered Per Rentable Square Foot Per Year (sum of D-H) /sq. ft.

Total Gross Rate Offered Per Rentable SF Per Year (Sum of A - G) /sq.ft.

H) Number of parking stalls available to tenants Additional charge per space \$

III. TERMS AND CONDITIONS:

A) Rent Escalator (Describe, for example either annual escalation on base rent or step rent):

B) Length of Lease: years, Renewal Option(s):

C) Occupancy Date:

IV. SUBMITTED BY:

Contact Name
Firm Street Address
Telephone Number/ Fax Number
Proposed Address

Firm Name
Firm City, State, Zip
Authorized Signature
Proposed City, State, Zip

Please attach if additional information is needed to explain any of the above

VII

PROPOSER RESPONSE SHEET FOR 10 YEAR LEASE
Multiple copies will need to be made to accommodate alternate proposals.

RATE PROPOSAL: Per usable/rentable square footage. If Proposer does not complete the rate proposal in its entirety, please provide an explanation and alternate rate proposal.

I. SQUARE FOOTAGE: As defined Section II Base Requirements, Facility Layout

- A) Total usable square feet (does not include common area)
B) Total rentable square feet (includes common area)

II. RATE CALCULATION: Per Rentable square footage

Complete the following: (Amounts should be listed as cost per square foot)

- A) Base Building Rate (NET RATE) /sq. ft.
B) Brokerage fees, if any. /sq. ft.
C) CAM (Includes insurance and demised premises maintenance & facility costs) /sq. ft.
Total Base Rate Offered Per Rentable Square Foot Per Year (sum of A,B & C) sq. ft.
D) Utility Costs - Heat, air conditioning, water sewer. /sq. ft.
E) Janitorial Services (Provide Specs) /sq. ft.
F) Snow removal/Lawn mowing contracts /sq. ft.
G) Real Estate Taxes /sq. ft.
H) Amortization of tenant improvements. /sq. ft.
Total Net Rates Offered Per Rentable Square Foot Per Year (sum of D-H) /sq. ft.
Total Gross Rate Offered Per Rentable SF Per Year (Sum of A - H) /sq.ft.
H) Number of parking stalls available to tenants Additional charge per space \$

III. TERMS AND CONDITIONS:

- A) Rent Escalator (Describe, for example either annual escalation on base rent or step rent):
B) Length of Lease: years, Renewal Option(s):
C) Occupancy Date:

IV. SUBMITTED BY:

Contact Name Firm Name
Firm Street Address Firm City, State, Zip
Telephone Number/ Fax Number Authorized Signature
Proposed Address Proposed City, State, Zip
Please attach if additional information is needed to explain any of the above

~~SCHEDULE II~~
Construction Requirements

*Attached
6/5/12
AS*

~~SCHEDULE III~~
Request for Proposal

*Attached
6/5/12
AS*

EXHIBIT A

Site Plan

EXHIBIT B

Building plans