



Texas Department of Public Safety Purchase Order

Blanket Order Number

405-16-P005211

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING DOCUMENTS.

V E N D O R	Vendor Number: 00025087 BRIGHT FAMILY PROPERTY LLC C/O CORPUS CHRISTI REALTY MANAGEMENT INC PO BOX 81281 CORPUS CHRISTI , TX 78468-1281
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S H I P T O	
B I L L T O	

State Sales Tax Exemption Certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

Solicitation (Bid) No.:	Payment Terms: Shipping Terms: Delivery Calendar Day(s) A.R.O.: 0
Item # 1 TXDPS has implemented a new ELECTRONIC PROCUREMENT SYSTEM (e-Procurement). The contract number 405-14-40468 for this service remains the same however for payment purposes you are required to note this purchase order number on all invoices and correspondence regarding this service. All other terms and conditions remain unchanged.	

Item # 3
 Class-Item 971-45

Building Lease - Lake Worth 20372 FY16 - Funding Term: 9/1/2015 through 8/31/2016
 Lease Term: 4/1/2014 through 3/31/2024

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
12.00	\$ 19,812.54	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 237,750.48

TAX: \$ 0.00
 FREIGHT: \$ 0.00
 TOTAL: \$ 237,750.48

APPROVED

By: Deborah Goree, CTPM, PMP
 Phone#: (512) 462-6136
 BUYER



**STATE LEASE
303-4-20372 Lake Worth**

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

1. PARTIES

This Agreement is made and entered into on this 21st day of MAY, 2013, by and between LESSOR, **DEVELOPMENT 2000, INC.**, and LESSEE, STATE OF TEXAS, acting by and through the Texas Facilities Commission (TFC).

2. PROPERTY LEASED

10,270 Total Square Feet, occupied by the

Texas Department of Public Safety (DPS) located at

5816 Azle Avenue in

Lake Worth, 76135 in

Tarrant County, Texas

Lessor promises, in return for the consideration described herein to be paid by the Lessee and the covenants set out herein to be kept by Lessee, to hereby lease, unto the Lessee, the Property and Premises described herein.

Lessor also promises to furnish any and all requirements related to such Property and Premises as set out in this lease, and the Request for Proposal (RFP), all of which are incorporated herein by reference and made a part hereof for all purposes.

3. TERMS OF LEASE

This lease shall be for a period of **120** months commencing on the **1st** day of **April, 2014**, and ending on the **31st** day of **March, 2024**, unless sooner terminated as hereinafter provided. **This lease is contingent upon the majority approval by a quorum of the Commission members of the Texas Facilities Commission. If the Commission does not approve the Lease, it may be terminated by the State of Texas without liability upon 30 days notice to the Lessor.**

4. MONTHLY RENTAL

The Lessee agrees to pay Lessor a base Monthly Rent during the term of this lease in accordance with the Rent Schedule as detailed in Exhibit A. The rental payments provided for herein shall be due and payable by Lessee in advance on the first day of the month for which said rentals are due.

This lease contract is made and entered into in accordance with and subject to the provisions of the Texas Constitution and the Texas Government Code, Title 10, Subtitle D, and is made contingent upon the continuation of the availability of money appropriated by the legislature to pay for the lease. In the event the Legislature or the Executive Branch of the State of Texas cease to fund the lease, or the agency ceases to exist as a result of the Legislative sunset review process, then the Texas Facilities Commission, hereinafter referred to as Commission, may assign another state agency to the space, or a part thereof, covered by this lease. Should the Commission be unable to find another State agency or agencies to fill, or partially fill the space, the Commission, upon written notice to the Lessor, either may terminate this lease, or sublet in whole or in part to a private third party.

5. RENEWAL OPTION

By mutual agreement between Lessee and Lessor, this lease may be renewed up to 5 times for a period up to 60 months each, under the same terms and conditions. Lessee shall give Lessor written notice of intention to exercise this option at least 180 days prior to expiration of this lease.

6. CPI ESCALATION CLAUSE

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

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

- (d) A Base Factor of 50%, 40%, 35% or 25% of the monthly rent will be used in the calculation for the escalation, depending on the apportionment of the Lessor's and Tenant's obligation for payment of utilities and janitorial service, in accordance with the following schedule:

Base Factor Percent	Paying Utilities	Paying Janitorial
50%	Lessor	Lessor
40%	Lessor	Tenant
35%	Tenant	Lessor
25%	Tenant	Tenant

(e) **EXAMPLE (Calculation formula with a 50% Base Factor):**

$$\text{Part 1. } \frac{\text{CPI Current Year}}{(\text{Mar 04}) 182.9} - \frac{\text{CPI Previous Year}}{(\text{Mar 03}) 180.3} = \frac{\text{Difference}}{2.6} \div \frac{\text{Divided by Previous Year}}{180.3} = \frac{\% \text{ Change}}{1.4}$$

$$\text{Part 2. } \frac{\text{Current Monthly Rent}}{\$2,500.00} \times \frac{\% \text{ Base Factor}}{50\%} = \$1,250.00 \times \frac{\% \text{ Change}}{1.4} = \frac{\text{Rent Increase}}{\$17.50}$$

$$\text{Part 3. } \frac{\text{Current Monthly Rent}}{\$2,500.00} + \frac{\text{CPI Increase}}{\$17.50} = \frac{\text{New Monthly Rent}}{\$2,517.50}$$

- (f) The first eligible CPI rent adjustment for this lease will be **April 1, 2015**, based upon the percent change in the CPI from **January 2014** and **January 2015** using a Base Factor of **25%**. Each succeeding year, the same procedure as outlined above will be used.

7. GENERAL TERMS AND CONDITIONS

- (a) Lessor covenants and agrees to pay all taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the leased Property and improvements during the term of the lease; and to keep the leased Premises, Property and buildings in good repair and condition during the continuance of the term of this lease, said maintenance is to include, but is not limited to, the following services: repair and patch wall, ceiling and floor surfaces; painting as needed; replacement of broken window glass; repair of window shades, blinds and/or drapes, fasteners and sash cord or chains; roof and ceiling leaks; building exterior, interior; plumbing, heating, air conditioning and ventilating equipment and filters; fire protection equipment; miscellaneous valves; woodwork, locks, floor surfaces and coverings; lighting fixtures, and the replacement of all defective or burned-out light bulbs, fluorescent tubes, ballasts and starters. If the occupying agency, or its agents, cause damage to said Property that goes beyond "normal wear and tear", the occupying agency is responsible to pay for those repairs.
- (b) Lessor hereby covenants and agrees that hereafter and during the term of this lease, it will not rent, lease or otherwise furnish space in this or any adjacent buildings under its control to any enterprise which, in the usual exercise of its business, could be expected to create noise or odors injurious or disruptive to the occupying agency's normal governmental activity. Lessor covenants and agrees it will not lease space that would locate or collocate any regulated parties which have an interest in the occupying agency/ies or whose occupation of these Premises would cause the occupying agency to be in violation of State statute.
- (c) Lessor warrants that the demised Premises is not in violation of any city, state or local ordinance or statute or any restriction imposed against the demised Premises and that said Lessor will indemnify said Lessee for any direct or indirect loss sustained by Lessee as a result of the existence of such restriction, ordinance or statute.
- (d) Lessor hereby covenants and agrees that the Lessee may bring on the leased Premises any and all furniture, fixtures and equipment reasonably necessary for the efficient exercise of Lessee's governmental responsibilities and the parties agree that all such Property shall remain the Property of the Lessee.
- (e) Any signs necessary to indicate Lessee's name, location and governmental purpose shall be prepared and installed consistent with signage for other lessees in the Property and in keeping with building decor. Any special requirements of Lessee contrary to the above must be stated in writing and made a part of this lease. Any cost of compliance with this paragraph in excess of the amount that would be required for Lessor's standard signage shall be borne by Lessee.

- (f) On termination of this lease, by lapse of time or otherwise, Lessee may, within a reasonable time thereafter, at its option and expense, remove from said Premises any and all improvements, equipment, appliances or other Property placed or owned by it thereon. Lessee shall deliver the Premises and Property to Lessor in good order and condition, provided however, the reasonable use and ordinary wear and tear are expected.
- (g) If during the term of this lease, said Premises, or any portion thereof, shall be condemned for any public purpose, Lessee hereto shall have the option of terminating and canceling this lease upon thirty (30) days notice to the Lessor of its election to do so.
- (h) It is mutually agreed between the Lessor and the Lessee that if said building and Premises shall, during the term of this lease, be damaged by flood, fire or any other cause or causes, the same shall be promptly repaired by the Lessor. During the time of such repair, if the space cannot be fully utilized by Lessee, lease payments due hereunder shall be either reduced or withheld in accord with the degree of non-use. But, if said building and Premises be so damaged as to render said Premises unfit for occupancy, then, and from the date of such damage, this lease shall cease and be void; and rent and other obligations hereunder shall be due and payable only to the date of such damage. The determination as to whether the building and Premises are damaged so as to render them unfit for occupancy shall be made by Lessee. If the Lessor has available under his control space which will meet Lessee's needs and offers same to Lessee, the Lessee may at its option, occupy that space under the same terms and conditions as this lease. Lessor will be responsible for any relocation costs that may be incurred, included but not limited to, cost of the space, moving, communications equipment and computer expenses.
- (i) Lessee is not obligated to pay rent and other sums under this lease until the premises are available to Lessee for full occupancy and are suitable for use as office space for a state agency. If Lessor is unable to give Lessee full possession of the premises on Commencement Date for any reason, Lessor shall give Lessee immediate written notice of the cause for the delay and the date the premises will be ready for occupancy, Lessee may terminate this lease without liability to the State of Texas and seek other leased space.

Except as provided in Paragraphs 3 and 4, Lessee may not terminate the lease if the delay of occupancy is caused by Lessee, or by conditions beyond Lessor's control, such as strikes, fire, unavoidable casualties or other unusual circumstances that constitutes a justifiable delay.

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

- (j) Lessee reserves the right to assign any agency of State government to occupy all or any part of the space described herein or to assign or sublet all or any part of the leased Premises to any private entities (persons or corporations).

- (k) In the event Lessor shall breach or be in default in the strict performance of any of the covenants or obligations imposed upon Lessor by this lease, and shall remain in default for a period of thirty (30) days after written notice of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default. In lieu of a formal declaration of default and resulting termination as provided above, Lessee may withhold payment of rent from Lessor, until such time as the violations have been corrected or the Lessee may correct all or any part of the violations and deduct the cost from rentals due the Lessor.
- (l) If Lessee fails to pay rentals or other charges hereunder or otherwise fails to perform its obligations hereunder and this failure is not cured within 30 days after written notice from Lessor to Lessee of such failure, then Lessee is in default, and Lessor may terminate this Lease and may enter and take possession of premises, and will have the remedies now or hereafter provided by law for recovery of rent, repossession of premises and damages occasioned by Lessee's default. No provision, covenant or agreement contained in this Lease shall be deemed a waiver of sovereign immunity of the State of Texas from tort or other liability.
- (m) The failure of the Lessee or Lessor to insist in any one or more instances on a strict performance of any of the covenants of this lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.
- (n) This agreement and each and all of its covenants, obligations and conditions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successor in office of Lessee.
- (o) This agreement shall be governed by Texas law.
- (p) Lessor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Lessor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Lessor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Lessor and the requirement to cooperate is included in any subcontract it awards.
- (q) Lessor warrants and represents that any use, storage, treatment, or transportation of Hazardous Substances that has occurred in or on the Premises prior to Commencement Date of this Lease has been in compliance with all applicable federal, state, and local laws, regulations, and ordinances. Lessor additionally warrants and represents that no release, leak, discharge, spill, disposal, or emission of Hazardous Substances has occurred in, on, or under the Premises, and that the Premises are free of Hazardous Substances as of Commencement Date.

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

indemnification shall specifically include any and all costs due to Hazardous Substances that flow, diffuse, migrate, or percolate into, onto, or under the Premises after the lease term commences.

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

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

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

8. LEASE REQUIREMENTS

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

9. OTHER TERMS AND CONDITIONS

- (a) This lease shall be effective as of the date that all parties execute this lease contract. All proposals, negotiations, notices, and representations with reference to matters covered by this lease are merged in this instrument and no amendment or modification thereof shall be valid unless evidenced in writing and signed by all parties as identified below.
- (b) Any statement or representation of Lessee in any Estoppel Certificate delivered pursuant to this lease which would modify the rights, privileges or duties of Lessor or Lessee hereunder shall be of no force and effect and may not be relied on by any person.

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

10. SPECIAL PROVISIONS:

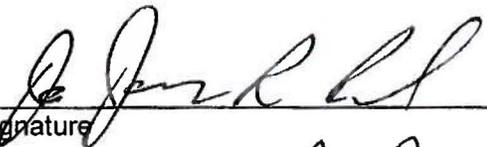
Upon substantial completion of the tenant improvements, which should be 30 days prior to lease commencement, Lessor shall submit an itemized invoice to the Occupying Agency for the \$410,800.00 cost of improvements, and the Occupying Agency shall remit payment within 30 days of the date of the invoice.

LESSOR:

Development 2000, Inc.
Attn: Jerry R. Reed
510 West 15th Street
Austin, Texas 78701
Tel: (512) 306-0100
Fax: (512) 306-0101
Email: dwardlaw@development2000.com

LESSEE:

STATE OF TEXAS,
Acting by and through the
TEXAS FACILITIES COMMISSION
P. O. Box 13047
Austin, Texas 78711
Tel: (512) 463-3328
Fax: (512) 236-6187
Email: Amanda.Diebel@tfc.state.tx.us

By: 
Signature
Jerry R. Reed
Printed Name

By: 
Michael J. Lacy, Deputy Executive
Director of Planning and Real Estate
Management Division

cc: Marilyn Lyon, Texas Department of Public Safety
Ginna Harris, Texas Department of Licensing and Regulation
Regina Roberson, Texas Department of insurance – Fire Safety Inspections, State Fire
Marshal's Office

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

EXHIBIT A

RENT SCHEDULE

<u>OCCUPYING AGENCY</u>	<u>SQ. FT. OCCUPIED</u>	<u>ANNUAL BASE RATE / SF</u>	<u>ANNUAL BASE RENT</u>	<u>MONTHLY BASE RENT</u>
DPS	10,270	\$23.15	\$237,750.48	\$19,812.54

EXHIBIT B

LEASE REQUIREMENTS

- (a) In signing this lease contract, the Lessor certifies that the leased Premises to be occupied shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations, which include compliance with all applicable handicapped accessibility requirements. Acceptance of the space does not exonerate the Lessor from meeting all the requirements. No requirement may be waived by the Lessee or the occupying agency.
- (b) Lessor specifically covenants and warrants that the space will at all times comply with the Texas Accessibility Standards (TAS) requirements for persons with disabilities administered by the Texas Department of Licensing and Regulations.
- (c) Lessor attests that it has sufficient and appropriate title to said Premises and attests that it has the financial capability to fully execute obligations in this lease contract. Lessor further covenants that it has the power and authority to execute this lease and to place Lessee in possession of the Premises in full satisfaction of and compliance with the terms and conditions herein.
- (d) Lessor also agrees that it will not attempt to impose upon Lessee any requirements of other legal instruments related to these Premises not referred to herein or made a part hereof. Lessor warrants to Lessee the leasehold interest created hereunder and agrees to defend Lessee against the claims of all persons to the leasehold interests of the Lessee. Any person or entity executing this lease as agent for the Lessor shall attach to this lease sufficient evidence of authority to act in the capacity shown.
- (e) **SITE PLAN & CONCEPT FLOOR PLAN DRAWINGS shall be provided by Lessor to Lessee 30 days from execution of the lease;** Lessor shall provide lessee dimensioned Auto Cad drawing files of the floor plans of the leased premises. Site plan shall show the building footprint and parking lot(s).
- (f) **COMPLETED CONSTRUCTION PLANS shall be provided by Lessor to Lessee 90 days from execution of the lease or earlier,** for Lessee approval prior to commencement of construction. Lessor shall also provide Lessee a construction schedule showing all critical dates of construction or substantial renovation **90 days** from execution of the lease and prior to the commencement of construction of the Premises covered by this lease.
- (g) **ALL CONSTRUCTION, REPAIRS AND ALTERATIONS shall be completed by Lessor 30 days prior to occupancy.** Lessee shall have full access to the premises during that period, at no charge to Lessee, in order to prepare the Premises for occupancy on the Commencement Date. All non-economic terms and conditions of the Lease shall be in force. Lessee may do whatever is necessary during said period to ensure it is able to commence normal business operations on the Commencement Date.

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

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

- (i) As a condition of occupancy, Lessor certifies that the leased space contains the minimum usable square footage specified in the lease contract.
- (j) Lessee shall have the right to survey and inspect Property during the construction process to ensure the leased space complies with all requirements as set forth in this lease agreement.
- (k) Prior to occupancy, Lessor shall thoroughly clean the leased Premises. Cleaning operations shall include, but not be limited to, the following:
 - 1. Removal of non-permanent protection and labels.
 - 2. Polish glass of all windows and doors.
 - 3. Clean exposed finishes.
 - 4. Clean all mirrors.
 - 5. Remove all waste and debris.
 - 6. Clean light fixtures and replace dimmed or burned out light bulbs.
 - 7. Sweep and wash paved areas as needed.
 - 8. Clean yards and grounds.
 - 9. Vacuum all carpeted areas.
 - 10. Wax and polish all hard surface flooring.
 - 11. Clean blinds.
- (l) The Lessee may, upon written notice to the Lessor at least 30 days prior to termination of this lease or any extension, remain in possession of the leased Premises for a period specified in the notice, not to exceed 180 days. The Lessee shall pay the Lessor for each month or part of a month, a pro-rata sum equal to the Monthly Rent in effect at the termination of this lease for the space occupied by the agency during this period.
- (m) Lessor shall provide, at Lessor's expense, access to all utilities services, meters, and connections necessary for the proper and intended use of the space. These utilities include telecommunications facilities, continuous hot and cold water, wastewater, electricity and natural gas, if required for heating and or cooling.
- (n) **UTILITIES** shall be paid by **LESSEE**.

Electricity for the leased space shall be separately metered; or, if the Premises are located in a building where electrical service is shared with other tenants, Lessor may calculate Lessee's pro rata share of electricity costs, excluding any taxes, using Lessee's usable square footage as the numerator and the usable square footage of the total shared area as the denominator. Copies of all electric bills received by the Lessor will be provided to the Lessee upon receipt of same by Lessor in order to verify the requested pro rata bill contribution by Lessee.

(o) **JANITORIAL SERVICES AND SUPPLIES** shall be paid by **LESSEE**.

If **LESSOR** shall provide **JANITORIAL SERVICES AND SUPPLIES**, services shall include:

- A. On a Daily Basis (Monday through Friday; no earlier than 5:00p.m. and must be completed by 7:00a.m. the next work day):
 - 1. Vacuum, sweep and/or dust mop all floors and vestibules.
 - 2. Detergent mop, rinse, and dry all non-carpeted floors; vacuum carpets and floor rugs; and spot clean carpet and floor rugs as necessary.
 - 3. Spot clean around light switches and door levers.
 - 4. Clean and disinfect all restrooms, urinals, toilets, wash basins and drinking fountains.
 - 5. Empty and clean all restroom receptacles.
 - 6. Clean and refill all restroom dispensers.
 - 7. Empty and clean waste baskets and place refuse in proper container. Replace trash can and waste basket liners.
 - 8. Thoroughly clean break room(s), with cleaning to include, but not limited to, wiping table(s), counter(s), and sink(s).
 - 9. Remove all refuse from building and place in proper container(s).
 - 10. Set security alarm and lock the building after last janitorial employee is out of building, if applicable.
 - B. On a Weekly Basis:
 - 1. Clean all baseboards and door frames.
 - 2. Clean and wash all entrance doors.
 - 3. Perform dusting on desks, files, etc.
 - C. On a Monthly Basis:
 - 1. Perform dusting on all partitions, doors and window ledges.
 - 2. Brush down all walls, ceiling vents and light fixtures.
 - 3. Clean and wax all desks, if requested by the occupying agency/ies.
 - D. On a Semi-Annual Basis:
 - 1. Steam clean all carpet and floor rugs.
 - 2. Non-carpeted floors to be waxed or buffed.
 - 3. Clean fluorescent light lenses and diffusers when needed and/or as requested by Lessee.
 - 4. Wash all windows, blinds, glass doors, glass partitions, etc.
 - E. Should the Lessee exercise its right to assume janitorial services, the Lessor will continue to provide and pay for the following services:
 - 1. Exterior of windows washed twice yearly.
 - 2. Daily sanitization of restrooms with germicidal detergent, and restocking of soap and paper products for restrooms that are not within the occupying agency/ies space and for their exclusive use.
- (p) Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.
- (q) Lessor shall be responsible for furnishing appropriate outside trash and refuse receptacles and for the removal of trash and refuse from the Premises.
- (r) Lessor shall maintain the exterior of the building and adjacent grounds in an appropriate manner. Lessor agrees to make diligent efforts to landscape with Texas flora. All grass, trees, shrubbery and other landscaping must be maintained on a regular basis. Water used by Lessor for landscaping and/or decorative purposes shall be paid for by Lessor.

- (s) The Lessor shall provide monthly interior and quarterly exterior pest extermination services. Any extermination service must be performed after normal business hours.
- (t) Lessor shall have building maintenance personnel available to respond to routine calls within twenty-four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance shall include, but not be limited to, situations involving the air conditioning, electrical, plumbing, roof leaks, disruption of water-delivery to or drainage from any portion of the plumbing system, access into and out of the leased space, and environmental control. Lessor shall, at a minimum, acknowledge emergency calls within two (2) hours.
- (u) Space to be occupied under this lease shall be designated a "non-smoking area".
- (v) Lessor shall provide off-street parking for 125 vehicles. Parking must be under the direct control of the Lessor and must be located within a reasonable distance of the entry to the lease space. See agency specific requirements for parking.
- (w) Lessor shall furnish and maintain exterior lighting for the building, connecting walkways and parking area(s) as necessary for appropriate security. The light fixtures shall be equipped with a light level-sensing device that will operate the units automatically. Lessor shall provide a minimum level of illumination to comply with normal business standards. Lessor shall pay all utility costs associated with exterior lighting.
- (x) Cost of furnishing and installing light fixtures at inception of lease and replacement light bulbs shall be at Lessor's expense.
- (y) Exit lights, shall be provided to the outside of the building in accordance with applicable codes. Electric and/or luminous directional arrows shall be strategically placed to identify the way leading to the outside.
- (z) Lessor shall provide an emergency lighting system for one and one-half (1-1/2) hours of illumination in the event of failure of normal lighting.
- (aa) Each room and area shall have a light switch.
- (bb) All lighting and electrical accessories shall comply with all Municipal, County, State and Federal ordinances, rules and regulations for any new construction. All electrical work shall conform to the standards and requirements of the latest editions and applicable sections of the National Electrical Code (NEC) Handbook. All lighting fixtures shall have light diffusing panels or elements. Fluorescent lighting fixtures shall have energy efficient ballasts.
- (cc) Lessor shall provide all life safety equipment, including but not limited to fire extinguishers and smoke alarms, in accordance with the requirements of all applicable municipal building codes. In the absence of a local municipal code, Lessor agrees to comply with minimum requirements as set forth by the International Building Code and the Life Safety Code, as published by the National Fire Protection Administration.
- (dd) Lessor shall provide access to telecommunication and automation service providers under contract to the occupying agencies at appropriate times during construction.
- (ee) Lessor shall not unreasonably withhold the right of the Lessee to install a security system in the lease space, as requested by the Lessee. The security system shall remain the Property of the Lessee or occupying agency/ies and may be removed at the end of the lease term.

- (ff) All exterior doors shall be keyed with non-duplicating keys. Lessor shall furnish keys, individually numbered, as requested by Lessee. All exterior exit doors shall be solid core doors (where applicable) and equipped, unless otherwise required by code, with deadbolt locks with a minimum one-inch throw bolt. All door hardware and automatic door closers shall be of sufficiently sturdy construction to ensure security.
- (gg) All offices and work areas shall have finished ceiling surfaces, unless otherwise approved by Lessee. Broken or stained acoustical tiles shall be replaced by Lessor in a timely manner. Ceiling tiles must be of sufficient quality and weight to not become dislodged due to the opening and closing of doors.
- (hh) All demising walls between Lessee space and other tenant space shall be extended from wall to the deck above the finished ceiling at Lessor's expense.
- (ii) The location of the HVAC unit(s) shall not unduly inconvenience the occupying agency, either due to maintenance requirements or noise levels. Lessor shall furnish a cost efficient central heat and cooling system. The heating and cooling temperatures shall be maintained in accordance to meet the goals of the Energy Management Plan Guide as set forth by the State Energy Conservation Office or TFC. The building must have a mechanical system that provides an indoor environment that is healthful, comfortable and free of objectionable odors. The heating, air conditioning and ventilation system shall comply with the requirements of the latest American Society of Heating, Refrigeration, and Air Conditioning (ASHRAE) Standards for Ventilation for Acceptable Indoor Air Quality (currently ASHRAE 62-1989) and the latest ASHRAE Standards for Thermal Environmental Conditions for Human Occupancy (currently ASHRAE 55-1992). Forced air cooling and heating shall be ducted and vented throughout the space to provide the most efficient manner of operation and occupant comfort. Conditioned air shall be vented into each room and area with the exception of closets. Thermostats shall be provided as necessary to control conditions throughout the leased space. Numbers and locations of thermostats and associated zones or equipment shall accommodate all internal and external loads to provide uniform temperatures throughout the space. HVAC controls/thermostats shall have locking covers and one master key or tool shall be provided to the Occupying Agency. Lessor is responsible for balancing the HVAC system.

EXHIBIT B1

AGENCY SPECIFIC REQUIREMENTS & ROOM SCHEDULE**LOCATION**

The proposed office space must be located within the following zip codes in Tarrant County, Texas: 76020, 76108, 76131, 76135, 76136, or 76179.

Site must be on or within 450 feet of a primary street or highway. For purposes of this specification, a primary street or highway shall be defined as a fully surfaced public street, thoroughfare or highway with a minimum of four (4) lanes for movement of traffic fully and actively serving the public. Property must be near a neighborhood in which to conduct driving test examinations.

The proposed building or site must be zoned for the construction of a Driver License Office and not require any kind of Special Use Permit, Conditional Use Permit, Specific Use Permit or any other permit beyond the normal building permit. The parking lot cannot be used as part any storm water detention system.

The space must be an end cap space if adjacent to other businesses and have direct access to the driving test area. DPS must have an exterior door to the back and the side of the building.

Entire agency space shall be contiguous and located on a single floor.

The site must be located on a city bus route.

WORKING HOURS

Normal working hours for the occupying agency are 7:30 a.m. to 6:00 p.m. Monday through Thursday and 7:30 a.m. to 5:00 p.m. on Friday. DPS staff needs access to lighting and HVAC system after normal working hours (24 hours per day).

PARKING

1. Lessor shall provide off-street parking for one hundred (100) customer vehicles. At least four (4) of these parking spaces must meet handicapped accessibility requirements and size requirements as prescribed in TAS and ADAAG. The actually number of handicapped accessibility parking spaces beyond the minimum of three shall be determined by TAS and ADAAG requirements. The Lessor shall also provide twenty-five (25) employee parking spaces, which shall be in its own separate location and designated as employee parking by signage on the tire stops and posted signs. The size of non-handicapped parking spaces shall be in accordance with city code requirements. If no city code exists, these parking spaces must be for full size cars. Parking must be under the direct control of the Lessor and must be located within a reasonable distance of the entry to the lease space, as determined by Lessee. All parking spaces shall be in close proximity to the proposed building. Parking spaces for the handicapped shall be located as prescribed in TAS and ADAAG. The parking area shall be covered with a hard surface material such as concrete, asphalt paving or a comparable material with sufficient durability to withstand high volume traffic and all weather conditions. If needed, and as determined by DPS, the parking area(s) shall be resurfaced and/or repaired to a like-new condition, including markings. The parking area must have drainage adequate to prevent accumulation of water. The Lessor shall provide and maintain all parking lot striping. The Lessor shall maintain the parking area in good condition and state of repair and parking area shall be kept clean at all times.
2. One in every eight accessible spaces, but not less than one, shall be designed and designated "Van Accessible" as prescribed by TAS and ADAAG. The vertical clearance at such spaces shall comply as prescribed by TAS and ADAAG. All such spaces may be grouped on one area of a parking lot. Travel route from handicapped parking spaces to DPS facilities shall be as prescribed in TAS and ADAAG.
3. In addition to the off-street parking for 100 customer vehicles, Lessor shall provide an area specifically marked for truck-trailer parking and access/egress lanes from the street with sufficient room to park up to two (2) 18-wheel truck-trailer rigs up to 80 feet in length.

4. The parking lot must be visible to the public from the immediate area of the office, and it must be clearly apparent that the lot is for public use. The parking lot shall be designed to allow for testing vehicles to move freely through the parking lot. This includes large commercial type vehicles (Example: 18 wheel truck-trailer rigs up to 80 feet in length). The office must be located on a thoroughfare that is immediately accessible, and not restricted from large commercial truck traffic. Location of the office must be in an area that provides a suitable route to conduct road tests for any size vehicle.
5. Lessor shall provide a designated area specifically marked for vehicles to start the driving test. There shall two side by side lanes with sufficient space to park a minimum of eight (8) standard size passenger vehicles in this area, and the area shall be immediately accessible to the office. A canopy 12 feet tall, 24 feet wide, and 36 feet in length is required with the test driving queuing lanes. The canopy shall have a 10 foot clearance.
6. Lessor shall provide a designated area to conduct the parallel parking phase of the driving test. The area shall provide for a standard parallel parking test to include two (2) parallel parking slots, twenty-six (26) feet long, seven (7) feet deep. There shall be a standard curb running the length of the space. The area shall have free access on approach to and from the space. Placement on parking lot and methods of designation are to be approved by agency contact person.
7. In addition to the off-street parking for 100 customer vehicles, Lessor shall provide standard size parking spaces for twenty-five (25) employees in a separate designated area near the employee entrance.

CARPENTRY

1. COUNTERS AND CABINETS

- a. Lessor shall install counters around all rest room lavatories. Counters shall be 34" high and 24" wide and shall be covered with heat resistant laminated plastic. Counters shall be open underneath and shall comply with handicapped accessibility requirements prescribed in TAS and ADAAG.
- b. The Lessor shall provide an enclosed base cabinet and an upper cabinet in the kitchen/break room with a heat resistant laminated plastic counter surface, a standard size double kitchen sink with lever handle faucets and hot and cold water. The length, layout and finishes of the cabinets will be determined by the Occupying Agency during design. Cabinet and sink area shall be ADA accessible.
- c. In offices where DPS has determined that counters will not be used in the restroom lavatories, commercial grade stainless steel lavatories will be mounted to the wall.
- d. Counters in Waiting Area shall be constructed and anchored to support the weight a 250-pound person if leaned on and shall be installed as follows:
 1. One counter 6' in length, 18" deep, 34" high, built with angled brace
 2. One counter 6' in length, 18" deep, 41" high, built with angled brace
 3. Both shall be covered with plastic laminate.

2. SHELVING

The Lessor shall provide built-in adjustable wooden shelving in the janitor's closet and the storage room. Each shelf shall have a static weight capability of 250 pounds. Shelving shall be finished out with a paint or stain consistent with the leased space decor and approved by the Occupying Agency. Exposed edges shall be covered by matching, attractive, smooth trim. All shelving materials shall be moisture resistant.

INSULATION & MOISTURE PROTECTION

1. Lessor shall provide and install insulation as follows: A minimum of R-26 in ceilings, R-19 in exterior walls, and R-13 in floors over an unheated space.
2. Exterior joints around windows and door frames; top and bottom wall plates, opening between walls and roof and between wall panels; openings and penetrations of utility service through walls, floors and roofs, and other such openings in the building envelope shall be caulked, gasketed, weather-stripped or otherwise sealed in an approved manner to prevent air infiltration, entry of moisture, insects, and vermin. Sealant shall be checked annually and repaired, if necessary, to ensure that seals remain valid. Fire dampers and caulking shall be installed where required by codes.

DOORS AND WINDOWS

1. All exterior doors shall be keyed alike and shall have non-duplicating keys. Lessor shall furnish five (5) keys, individually numbered as specified. Exterior doors at the employee entrance, Examiners entrance, and Trooper entrance will be equipped with card readers supplied by Lessee. Lessor will provide necessary raceways, etc. to allow for code compliant wiring. If the primary entrance into the Occupying Agency's space is an exterior door to the building, it must be commercial grade steel frame with laminated safety glass. All other Occupying Agency's exterior doors to the space must be either laminated safety glass or metal doors. A metal door is preferred for back doors and some side doors. Solid core or hollow core wood doors will not be acceptable. Occupying Agency will determine after the floor plan is set on the type of exterior doors preferred at each location. All exterior doors must have panic hardware. All exterior doors to the occupied space must have a view slot or other means to allow visibility to the opposite side. Exterior swing doors shall have a minimum of three hinges, non-removable hinge pins and automatic door closers, and all exterior doorframes shall be metal.
2. All exit doors are to have panic hardware.
3. The main entrance shall be equipped with panic hardware and a dead bolt lock.
4. The main entrance shall be equipped with automatic door openers.
5. All windows and storefronts will have a dark film that will allow vision out but not in.
6. All interior rooms of the Occupying Agency's space, except for the restrooms will require locking doors and shall have separately keyed locks with each lock being keyed separately from the locks on exterior doors into Occupying Agency's space. Lessor shall furnish two individually numbered keys per door and two master keys. Lessee will provide card access for the Bookkeeping room and the Telecom room. Lessor will provide necessary raceways, etc. to allow for code compliant wiring.
7. All interior doors shall be 3'- 0" wide doors. All interior office doors shall be solid core doors, or equivalent, as approved. Hollow core doors are not acceptable. All interior doors must meet the required DPS standard color and finish schedule and be Wilson Art Laminate doors, Huntington Maple – 7929-38.
8. All doors, including the rest room doors shall be equipped with automatic door closers. All doors shall have floor mounted door stops.
9. Exterior windows will be double-paned glass.

FINISHES

1. WALLS.
 - a. All interior walls shall have 5/8" gypsum board that is of a quality and installation methods approved by the Occupying Agency and Code Officials. Imitation wood paneling is not acceptable. Gypsum drywall construction is required. Back to back electrical outlets and telephone outlets shall be staggered with a full height stud between them. Gypsum board shall be textured and painted with a high-grade semi-gloss, washable paint. The touch up painting must match the existing wall paint and, if the touch up paint is unacceptable, repainting is required. Repainting shall be done at a time specified by the Occupying Agency. All walls in the open public areas will have a chair rail and a protective wall covering 4'-0" from the floor, as specified in the color board. Walls will be painted according to the Finish Schedule provided by DPS. Walls required to be painted the accent color will be determined by DPS after the floor plan is approved by DPS.
 - b. Lessor shall provide/install insulation as follows: R-26 ceilings R-13 exterior walls.
 - c. The walls in the Holding Cell are to be constructed from the floor to the roof in a manner to form a secure room in which to detain individuals placed under arrest. Walls and ceiling shall be reinforced with 3/4" plywood backing covered with gypsum board.
 - d. Stucco will not be acceptable as an exterior wall finish. EIFS cannot be used below 6'0" of the finished floor elevation.
 - e. The exterior walls and exposed surfaces shall be painted (color to be selected by DPS) and properly prepared for exterior office signage.

2. FLOOR COVERINGS

- a. Lessor shall provide good commercial grade carpet as specified on the Lessee's color board, in the staff offices and Telephone Answering room.
- b. Ceramic tile floors (18"x18"), as specified in the color board, will be used in all other areas, including all open public spaces, all restrooms, hallways, break room, janitor's closet, storage closet and locker room.
- c. Sealed concrete floors are acceptable in the Holding Cells.
- d. Anti-static vinyl composition tile with copper ribbon ground cable will be used in the Telecom room. Floor is to be protected during construction.

BULK STORAGE ROOM

1. Shelves are to be built on three sides from floor to ceiling and adjustable in 2" increments.
2. Shelving is to be 15" deep.

JANITORIAL CLOSET

The janitorial closet shall have floor to ceiling shelving on one wall installed 12 inches apart and 15 inches deep. Janitorial closet shall have a mop sink with wall splash guard and be furnished with hot and cold water and vented to the outside. The floor will have a floor drain. All items installed in Janitorial Closet shall be moisture resistant.

HOLDING CELLS (Used to hold prisoners)

1. Room shall be equipped with steel security door with dead bolt lock on the outside and a blank plate on the inside. Doors are to open into the Trooper's Office or hallway. Doors are to open with a key only from outside.
2. Ceiling is to be solid, not acoustical tiles.
3. Door is to have shatter-proof reinforced window at least 12" x 12".
4. Door frame is to be steel with security door hinges.
5. Solid bench-type seat to be installed along one wall, as specified by DPS and bolted to the floor or wall.
6. Ceiling light will be tamper-proof.
7. No electrical switches or outlets are to be installed in the holding cells.
8. HVAC vent shall be tamper-proof. No A/C return shall be installed, door to be undercut.
9. Red lights: installed outside the room with the switch on the outside. Location TBD by DPS.
10. No audio/visual device shall be installed.
11. Fire alarms are to conform to LSC 101 guidelines.
12. Room is to conform to all TAS/ADA requirements.
13. Walls and ceiling to be fully backed by ¾" plywood. (Plywood is to meet code requirements.) Plywood is to be covered with gypsum board that is taped, floated and painted.

BREAK ROOM

1. Break room will be equipped with the following equipment to be provided by the agency: Two (2) Refrigerators, Ice Machine, (2) Microwaves and (2) Coffee Pots (Electrical outlets must be provided to accommodate equipment and installed per code).
2. Lessor shall provide a paper tower dispenser in locations to be determined by by DPS.

Counters: Break Room countertops should have cabinet space above and below for storage. A standard double sink with a lever handle faucet, hot and cold water and garbage disposal will be installed in the counter sink.

Countertops should include space 24" high, 18" wide and 19" deep for the equipment indicated above. . The surface of the counter shall be of laminated plastic per the approved color board. All visible surfaces are included.

Cabinets: Bottom cabinets shall be 34" high, 24" wide, have drawers at the top with cabinet space underneath with two shelves (including bottom of cabinet). Knee space shall be provided below the sink for handicapped accessibility as prescribed in TAS. There shall be enclosed wall cabinets above the lower cabinets with three shelves (including bottom of cabinet and two adjustable shelves). Upper cabinet shall be located 20" above lower cabinet. Shelving shall be provided for microwave indicated above.

CANOPY

1. A covered canopy shall be constructed adjacent to the premises for vehicle inspection with access from the Examiners office.
2. The canopy shall be 12 feet tall, 30 feet wide, and 36 feet in length with a 10 foot minimum clearance.
3. The canopy may be constructed of metal with a metal roof.
4. The canopy will be open on all sides.

RESTROOMS

1. Electric hand dryers (at least 1500 watts) shall be provided in the public restrooms. Lessor shall provide metal framed mirrors with dimensions of at least 18" x 30", soap dispensers, and a small convenience shelf at each counter. Paper towel dispensers shall be provided in the employee restrooms only.
2. Each stall shall be equipped with a toilet tissue dispenser. Each stall in the women's restrooms shall be equipped with a feminine hygiene waste receptacle.
3. The Occupying Agency will approve the toilet paper holders, soap dispensers (including their location), and paper towel dispensers to ensure compatibility with consumable items available on the State term contract.
4. All restroom doors will have automatic door closers.
5. All equipment must meet handicapped accessibility requirements as prescribed in TAS and ADAAG.
6. Ceramic tile (12" x 12") shall be installed on all restroom walls from floor to ceiling in a pattern to be determined by Occupying Agency.
7. Rest rooms shall be designed such that the fixtures in the rest room are shielded from line of sight from the hallways when the door is fully opened.
8. If a restroom is adjacent to a office the common wall must be sound proof.
9. Public rest rooms are not to be included in the calculation of net usable square footage provided under this agreement.

(See PLUMBING for additional information)

SECURITY

Lessor shall not unreasonably withhold right of Lessee to install burglar bars at Lessee's expense. The burglar bars shall remain the property of the Lessee and upon termination of the lease, Lessee shall have the right to remove them from the lease premises. Upon removal of burglar bars, Lessee shall make repairs (if necessary) to any damage caused by the removal.

FURNISHINGS

All interior windows shall have blinds for light control. Exterior windows shall have solar shades per the attached finish schedule. All exterior glass will have a dark interior window film to prevent people from seeing into the offices. The Occupying Agency shall have the right to approve type and color of window blinds and window film. The coverings shall be in new or like-new condition and shall be in satisfactory working condition.

The Occupying Agency will provide work stations and furniture. Customer service cubicles (7'-0"x7'-0") will be installed in the Customer Service Area per a layout determined by the Occupying Agency.

MECHANICAL**A. PLUMBING.**

1. Lessor shall furnish at Lessor's expense, two (2) sets of chilled drinking water fountains mounted at heights in compliance with TAS and ADAAG requirements. One set of drinking fountains will be located in the public space and one in the staff area.
2. Lessor shall provide a minimum of four (4) restrooms (1 women's public, 1 men's public restroom, 1 employee women's restroom, 1 employee men's restroom). All restrooms shall have lever handle faucets with hot and cold water. Restroom fixtures will be commercial grade. Commodes will be tankless. Rest rooms will have floor drains designed with downward slopes to prevent flooding. The floor drains shall not interfere with accessible usage by the physically disabled.

B. HEATING, VENTILATION AND AIR CONDITIONING (HVAC)

1. In conjunction with the requirements of ASHRAE 62-1989, a minimum of 20 cubic feet per minute (20 cfm) of outside makeup air must be provided per building occupant (employees plus normal number of visitors at a given time). In general, the average number of occupants in this space (at any given time) may be calculated as the sum of total of employees plus the average visitors listed in Section I.G.11.
2. Rest rooms must be provided with exhaust ventilation in accordance with local Building and Plumbing Codes. Exhaust shall be vented to the outside of the building (not into plenum, attic or other interior spaces). An exhaust capacity of at least 50-cfm per water closet or urinal shall be provided.
3. Documentation for each accessible control device, including programming instructions, program code (if any) and trouble-shooting procedures shall be provided to the Occupying Agency.
4. A fully adjustable damper shall be installed at each HVAC supply diffuser. Lessor shall be responsible for balancing the HVAC system and there shall be sufficient devices for air balancing or re-balancing of ductwork in the lease space.
5. Lessor shall provide static air filters for dust and particulate removal. It shall be the Lessor's responsibility to change the HVAC filters as reasonably necessary to maintain an efficient and properly effective HVAC system. "Reasonably necessary" shall be determined by the Occupying Agency/ies, but in no event shall it be more than 30 days between filter changes.
6. All mechanical equipment shall be installed in accordance with and meeting the requirements of the applicable City's Building Code, Electrical Code, Mechanical Code, Plumbing Code, and Fire Code. Fire dampers shall be installed where required by codes.
7. Lockable covers will be installed over thermostats.
8. System will be equipped with humidity controls.
9. See "Telecom Room" section for specific requirements for that room.

ELECTRICAL**A. ELECTRICAL REQUIREMENTS**

1. Circuit loads shall be distributed so that any one branch circuit is not loaded over 80% of rated capacity (with 20% spare circuit capacity) in accordance with the National Electrical Code.
2. Lessor will provide a minimum of twelve (12) J- Boxes in ceiling in the open Customer Service Area as directed by the Facilities Planner. Four (4) circuits shall be installed in each J-box.
3. Lessor shall provide an electrician to run power through any required power poles provided by the Occupying Agency or their vendor.

B. ELECTRICAL FIXTURES AND SWITCHES

1. Cost of furnishing and installing electric lamps at inception of lease and replacements shall be at Lessor's expense. Lessor shall provide light of not less than 60 foot-candles on all surfaces 30 inches above floor level unless otherwise specified herein.
2. All lights and electrical accessories shall be high efficiency such as with a minimum of 35-watt high efficiency lamps and high efficiency ballasts with power factor of 90% or better.
3. Rooms with two entry/egress doors shall have three-way switches.

C. EMERGENCY LIGHTING AND ALARM SYSTEM

1. The means of egress on each floor shall be illuminated at all points including angles and intersections of corridors and passageways, stairways, landings of stairs and exit doors to values of not less than 1 foot-candle measured at the floor. The system shall meet the requirements of the NFPA Life Safety Code and Sections 5-8 through 5-9, as prescribed under Article 8309g, Section 6, T.C.S. Emergency lighting shall be equipped with a self-charging battery backup system.
2. An audible/visual fire alarm system with manual pull boxes shall be installed in the building and provide protection for the leased premises. The audible alarm shall have a sound level of not less than 75 dB at 10 feet nor more than 120 dB at the minimum hearing distance from the audible appliance. The signals shall be distinctive from other audible indicating devices in the areas. Visual indicating devices shall meet the requirements of the latest edition of NFPA 72, National Fire Alarm Code and NFPA 101 Life Safety Code. The audible/visual fire alarm system must also meet handicapped accessibility requirements as prescribed in TAS and ADAAG.
3. Lessor shall install smoke detector alarms at strategically located areas at ceiling height throughout the space and building as agreed upon by Lessor and Occupying Agency and must meet handicapped accessibility requirements as prescribed in TAS and ADAAG. If the smoke detectors are battery operated, Lessor shall insure that the detectors are operational at all times and establish a maintenance inspection program acceptable to the Tenant.
4. Exit lights, lamped with "long-life" bulbs, shall be provided at each door leading to the outside of the building. Electric and/or luminous directional arrows shall be strategically placed to identify the way leading to the outside.
5. Lessor will provide exterior surety lighting with vandal-proof fixtures. The quantity and locations are to be approved by DPS.

D. ELECTRICAL REQUIREMENTS FOR TELECOMMUNICATIONS AND AUTOMATION.

1. Lessor shall provide, 30 days prior to lease commencement, electrical service specified by the telephone maintenance/service contractor, which might include, but is not limited to, a separate circuit and duplexes. If the telephone maintenance/service contractor has not been selected prior to 30 days before lease commencement, such service shall be provided immediately upon receipt of request for it from said contractor upon their selection.

2. Two (2) #6 solid ground wires attached to a building ground are required; one is to be installed at the data demarcation point and the other at the telephone demarcation point. Grounding wires from racks/ladder rack to an electrical bus bar shall be installed on top of or inside of the ladder rack as to not obstruct electrical outlets that will be installed along the top back side of the ladder rack.
3. All grounding bars can be bonded together with one appropriately sized main grounding conductor going back to the main building grounding system. Ground bar type should be BIM CTP ¼" x 4" x 10" L.
4. All equipment will require dedicated circuits as warranted by the equipment manufacturer. Details on specific quantities and circuit types will be provided once the specific equipment needed as been determined.
5. One (1) standard wall outlet shall be installed on each wall of the Telecom room.

TELECOMMUNICATION AND AUTOMATION REQUIREMENTS

A. GENERAL REQUIREMENTS.

1. Telecommunications service contractor(s), to be specified by the DPS, will be responsible for installation of all computers and telephone station wiring, jacks and equipment. Lessor shall coordinate with the telecommunications service contractor(s) to provide for the required installations at the appropriate times during construction. This coordination shall include provision for station wiring to be concealed between walls or within power poles, as applicable.
2. Lessor shall provide and install all telecommunications conduit at or above ceiling height and provide and install pull lines and preparation necessary per the telecommunications service contractor(s) and/or the city building code. Conduit entering the room from the floor or ceiling should have fitted bushing rings installed to protect cabling from sharp edges or conduit piping.
3. Lessor shall provide outlet boxes with conduit and pull lines in locations designated by DPS. DPS will determine the number of voice and data cable drops and shall notify Lessor of their exact location at the time of design. All telecommunications conduit shall be hidden between walls or in ceilings.
4. If access space for cabling and wiring is not open, Lessor shall furnish sufficient conduit access routes through any obstructions, with a pull string in each conduit.
5. Lessor shall provide conduit from access point on building exterior to the data closet for telephone lines and data circuits.
6. In-floor conduits should be cut down to no higher than 6" above finished floor and capped with a rubber bushing to protect cables.
7. All conduits shall be sealed with air bags or foam as warranted or appropriate.
8. AT&T's demarcation shall be located in the Telecom Room.

B. TELECOM ROOM

1. The Telecom room shall be a standalone dedicated room and not co-located with mechanical equipment or electrical rooms and associated electrical panels. Sub-panels dedicated for the use of equipment to be powered inside the room are allowed within the space.
2. Room size shall be a minimum of 144 square feet in a rectangular shape with no support columns or beams within the space.
3. Finished ceiling height shall be no less than 12 feet.
4. The Telecom Room door should be a solid core door with no vents.
5. Lessor shall provide and install, conduit, and pull wire as approved by DPS.
6. The back wall and an end wall (to be determined by DPS) shall have ¾" fire-rated plywood installed over the gypsum board. The plywood shall be painted to match the room.

7. Lessor shall provide a separate AC system for this room. Wall mounted precision cooling units are acceptable as approved by IT/Facilities HVAC staff. Above ceiling systems are required to be placed outside the Telecom room and ducted into the area to be cooled. Under no circumstances should AC units be placed in the room directly above equipment rack regardless if drip pans are used. Associated AC filters should be located outside the room. AC system should be SNMP capable and provide humidity control as warranted.
8. EZ-Path Fire-Stop, or equivalent, shall be utilized in wall for horizontal cabling into Telecom room.

SPECIALTIES

1. Bracket Assembly: Lessor shall provide wall or ceiling mounted assemblies in the Applicant Waiting Area for placement of four (4) flat screen television set or monitors. Placement of the assemblies shall be at locations designated by the Occupying Agency after a floor plan has been approved. Concealed cabling for a VCR connection will be installed from the bracket to the location specified by the Occupying Agency. A 120v. electrical duplex outlet shall be provided at each mounting location. The outlet should be placed as to not allow easy access by the public to the electric cord.
2. Ceiling Heights: 11'-0" in open public areas, 9'-0" in office hallways and offices.
3. Every five (5) years during the life of the lease, Lessor will refresh or replace the following finishes as determined by DPS: paint, carpet, laminate, tile, grout, cove base, window treatments, wall protection system (wainscot). If replacement is needed, equivalent products shall be used.
4. One window shall be installed in all Supervisors' offices and all Examiners' offices in a location to be determined by DPS.
5. Guttering is required around the outside perimeter of the building and around the canopy. Downspouts cannot empty onto sidewalks.

Required DPS standard color and finish schedule**Driver License Color Scheme:****Driver License Finishes**

Surface finish	Description	MFG. Color	MFG. Code
Carpet	Lees Faculty IV Carpet	Prairie	4344
Paint – base color	Sherwin-Williams (Interior base color only) - Orange Peel texture - Semi-gloss finish	Sand Dollar	SW6099
Paint – accent color	Sherwin-Williams (behind DL counters) Orange Peel texture – semi-gloss finish	Portabella	SW6102
Wainscot wall protection system (WPS)	Plastic laminate (<u>matte finish</u>) over ¼" Masonite or equal backing	Wilson Art "Oyster Gray"	926-58
Wainscot (WPS) wood cap strip (1 ½ inch)	Oak stained to match Huntington Maple laminate below – clear semi-gloss finish	Huntington Maple	
Cove Base (rubber)	Roppe Brown – (DPS standard all areas – vinyl not allowed)	Brown	#110
Laminate Countertops work surface	Wilson Art (<u>matte finish</u>)	Sable Soapstone	4883-38
Laminate under Countertops - Fascia	Formica (<u>matte finish</u>)	Oyster Gray	929-58
Laminate for cabinets, natural finish wood trim for all Fascia areas	Wilson Art - (Wood trim stain colors to match – throughout the project – all wood accessories -doors, trim etc.)	Huntington Maple	7929-38
Restroom/Break-room counter tops	Wilson Art (<u>matte finish</u>)	Sable Soapstone	4883-38
Ceramic Tile Flooring	American Olean (18 X 18) standard size	Buckskin	CH79
Ceramic Tile Walls (wall tile to be installed from floor to ceiling elevation)	American Olean (12 X 12)-Field American Olean (10 x 10) Accent at mid-wall turned at 45 degree angle American Olean (12 x 12) Accent at floor and ceiling	Straw Buckskin	CH76 CH79
		Buckskin	CH79
Grout ¼" width both ways typical all areas	Poly-Blend	Earth	#105

ROOM SCHEDULE

Lake Worth DPS Driver License Center Room Schedule					
	Full Time Employees	19	* See Specifications for additional requirements		
Item	Space Use/Room Name	Number	SF Per	SF/Ext.	Adjacency/Comments
1	Entry /Exit Vestibule*	1	100	100	Separate Doors for Entry and Exit (can be side by side, but must include wall/barrier to keep customers from moving between the Entry and Exit).
2	Lobby -Querying Area /Applicant Waiting*	1	1,540	1,540	Area to accommodate customers waiting to reach the queuing area and area to wait for service (originals, renewals, duplicates). The lobby area should be separated with a low dividing wall from the Customer Service Area. A work surface counter should be located in the lobby to complete DL forms.
3	Long Transaction Waiting Area*	1	660	660	Adjacent to Testing and Customer Service Areas. Area to accommodate customers waiting for service (such as written, driving test and other customer service needs). The waiting area should be separated with a low dividing wall from the Customer Service Area.
4	Information Desk Area*	3	60	180	1 Area with (3) work stations, should be located in the lobby area at the furthest point to the main entrance doors.
5	Self Service Machine Area*	3	15	45	3- Qless Kiosks, located near the information desk area and against hard wall with power.
6	Customer Service Area*	16	105	1,680	2 Pods with 8 work stations per Pod; located adjacent to Lobby- with a dividing wall to separate the Lobby area from the Customer Service Area.
7	Team Lead - Workstations*	2	100	200	1 Team lead work station per Customer Service Area Pod .
8	Applicant Test Area*	1	360	360	12 ADLTS Stations should be located line of sight to the Customer Service Area and provide maximum view of applicants taking written test.
9	Interview Rooms *	2	120	240	Adjacent to the examiner work room. Near testing Area
10	Telephone Answering Room*	1	120	120	Located in secured employees work area. Adjacent to Customer Service Area
11	Bookkeeping/Report Room*	2	144	288	Located in secured employees work area. Adjacent to Customer Service Area
12	Copier/Fax Room*	1	120	120	Should be located near the Customer Service Area.
13	DL Examiner / Technician Work Rm.*	1	400	400	Located adjacent to Testing Area and near Long Transaction Waiting area with rear entry at canopy area. A window should be available to view vehicles waiting for driving test.
14	Supervisor Office(s)*	1	144	144	Located in secured employees work area adjacent to Customer service area. Provide a window for viewing employees and applicants.

EXHIBIT C

GENERAL CONSTRUCTION NOTES

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

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

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

1. The space to be occupied must comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules and regulations. In lieu of applicable local building codes, the International Building Code will apply. Acceptance of the space does not exonerate the Lessor from meeting all the requirements. No requirement may be waived by the Commission or the Occupying Agency.
2. The Leased space shall meet all zoning and building code requirements of the Local Government(s) in which the space is located. Lessor shall comply with all Local Government(s) rules and regulations regarding land development including, but not limited to, subdivision requirements, zoning ordinances, site reviews, plan reviews, development and building permits, inspections, and certificates of occupancy. If Lessor seeks or acquires an exemption from such rules and regulations regarding land development without TFC approval, such action shall be grounds for termination of the lease by the Texas Facilities Commission in accordance with paragraph 7(k) of the State Lease contract.
3. The Texas Accessibility Standards (TAS) requirements for persons with disabilities are administered by the Texas Department of Licensing and Regulation (TDLR), Architectural Barriers Division, P. O. Box 12157, Austin, TX 78711, Telephone: 512-463-3211; web site <http://www.license.state.tx.us>.
4. Lessee reserves the right to survey or inspect construction/renovation to ensure space complies with all requirements at any time.
5. Any new construction for the Premises shall be constructed by Lessor to conform to New Construction Notes in Exhibit C1 and Lease Requirements outlined in Exhibit B and B1.

EXHIBIT C1

NEW CONSTRUCTION NOTES

Initial New Construction: If requested by Lessee, Lessor agrees to construct, in accordance with the New Construction specifications outlined in this Exhibit.

1. WALLS

- (a) All new interior walls to be taped, bedded, textured and painted. Existing walls to be repainted or cleaned to a like new condition. Color to be selected by tenant.
- (b) Provide ceramic tiles in Restrooms and Shower Room if applicable.
- (c) New demising walls shall be full height to structural deck with insulation and fire caulking at all penetrations.

2. FLOORS

- (a) Provide new anti-static VCT, locations to be determined by Lessee.
- (b) Provide new building standard commercial grade carpet throughout, subject to Lessee approval unless noted otherwise, color to be approved by Lessee.
- (c) Provide new 4" rubber cover base throughout, color to be selected by Lessee.

3. CEILING

Ceiling grid to be minimum 9'-0" Above Finished Floor (A.F.F.) with new matching 2' x 4' or 2' x 2' ceiling tiles.

4. DOORS & HARDWARE

- (a) Use building standard doors, frames, and lever hardware throughout.
- (b) Re-paint or re-finish exterior doors and touch-up to like new condition.
- (c) All entrance, exit and interior doors to meet ADA/TAS required code.

5. ELECTRICAL

- (a) Lessor shall provide 120 volt electrical duplex wall outlets as follows: Walls in excess of twenty feet in length will require one every ten feet. A minimum of one in each hallway; hallways in excess of 50 feet in length will require one every 25 feet.
- (b) Lessor shall provide ring and string for telecommunication and automation station wiring in walls, ceiling or power poles, as applicable. The Lessee anticipates the need for cable drops at every workstation, office and other areas per the room schedule as will be identified during the Construction Documentation preparation phase.
- (c) Lessee will connect the furniture to the power and data drops.
- (d) Lessee shall provide cable. Lessor shall provide all necessary raceway, conduit or pathways per code and pull strings as necessary, to accommodate all work stations, offices etc. per Room Schedule.
- (e) Lessor shall provide conduit from access point on building exterior to the data/telecom IDF closet for telephone lines and data circuits.
- (f) All branch circuit ground wires must be tied to a common ground at the distribution panel, to a service ground, or suitable building ground. The conduit must not be the sole means of grounding. The system neutral must be electrically isolated from the ground conductor except at the building

ground station. All branch circuits shall be on the same primary transformer. All dedicated circuits shall be identifiable by use of orange colored plates on the outlets.

- (g) Provide adequate electrical for an 8-wire cube for all work stations. Provide j-boxes in the ceiling to feed into power-poles when furniture is not adjacent to a wall or column.
- (h) Lessor to provide 120-volt electrical duplex outlets: (these are approx. numbers for preliminary bidding)
 - 1. (3) in each Office.
 - 2. (4) in each Storage/Break Room
 - 3. (1) in each hallway every 25"
 - 4. (2) in Wait Room
 - 5. (4) in Reception area
 - 6. (1) at each ceiling mounted. J-box at each exterior door for tenant provided security system.
- (i) Provide sufficient dedicated quad. outlets @ LAN room to meet Lessee's requirements.
- (j) Relocate to provide normal office lighting coverage.
- (k) All electrical panels are to be labeled with circuits identified to all J boxes to be used for power to furniture, equipment, etc.
- (l) To the extent not covered above Lessor shall provide required electrical service to the furniture and equipment identified by the Lessee during the Construction Documentation phase.
- (m) Wiring covered by molding carried across open floor will not be permitted.
- (n) Building to have standard lighting throughout. (2x4 florescent acrylic lenses or Parabolic desired).

6. MECHANICAL

- (a) All units will be cleaned to eliminate any debris in all ducts.
- (b) Thermostats to be added or relocated shall be approved as to location by Lessee.
- (c) Landlord Mechanical Contractor to balance HVAC system if new or redesign, reconfigure and re-balance the existing HVAC system as required and will provide a final report to Lessee.

7. PLUMBING

- (a) Provide hot and cold water in Break Room(s).
- (b) Provide grab bars as per ADA/TAS requirements, paper towel dispensers, soap dispensers, trash receptacles, sanitary napkin dispensers and toilet paper dispensers in all restrooms.

8. WINDOW TREATMENT

- (a) Provide new building standard window treatment if not existing. Provide blinds if there are no building standard window treatments.
- (b) If existing, clean and or replace damaged blinds and window coverings to like new condition.

9. MILLWORK

- (a) Provide upper and lower plastic laminate clad cabinets in break rooms.
- (b) Uppers to have (2) adjustable shelves and lowers to have (1) adjustable shelf.

10. ADA/TAS

- (a) Provide opening below sinks to meet ADA/TAS.
- (b) Building must meet all ADA/TAS standards and regulations.
- (c) See required specs, if applicable, indicated on lease.

11. SECURITY

Lessor shall provide conduit/wire pull to boxes located by Lessee for Lessee security system.

NOTE: Above items are subject to change if noted otherwise on TFC approved Construction Documents.

Chair
Betty Reinbeck

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



Executive Director
Harvey Hilderbran

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

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

CHANGE OF LESSOR MEMORANDUM

Lease: 303-4-20372 Lake Worth
Term: 07/01/2014 through 06/30/2024

On this date, July 7, 2015, LESSEE, STATE OF TEXAS, acting by and through the Texas Facilities Commission, hereby serves notice of a change of Lessor for the leased premises, as follows:

The current Lessor is:

Lake 2000, LLC
Attn: Jerry Reed
510 West 15th Street
Austin, TX 78701

Effective August 1, 2015, the new Lessor shall be:

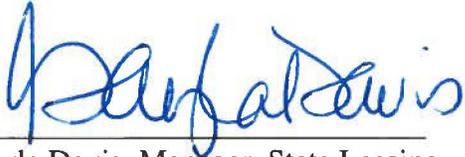
Bright Family Property, LLC
Attn: Virginia Bright
5246 S. Plainsburg Rd.
Le Grand, CA 95333
Tel. (209) 389-4511
Fax (209) 389-4501
Email: vbursery@unwiredbb.com

At the direction of the Lessor, the Property Manager shall be:

Bright Family Property, LLC
c/o Cobalt Real Estate Services, LLC
Attn: Alex Gerber
9601 McAllister Fwy., #1120
San Antonio, TX 78216
Tel. (204) 236-7773
Email: agerber@cobaltrealestateservices.com

Rental payments will be made via electronic transfer or mailed, and arranged between Lessor and occupying agency. All other terms and conditions of the lease contract remain unchanged. Please be advised that the State of Texas, as Lessee, is self-insured in accordance with Texas law.

TEXAS FACILITIES
COMMISSION APPROVED:



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

cc: Robert Bigham, Texas Department of Public Safety
Ginna Harris, Texas Department of Licensing and Regulation
Regina Roberson, Texas Department of Insurance – Fire Safety Inspections, State Fire
Marshal's Office

km

NOTICE OF CHANGE OF LESSOR
FOR STATE LEASE CONTRACTS

(Please read and refer to Texas Facilities Commission (TFC) Rule and the standard State lease contract, and to the instructions and information on reverse side.)

RE: State Lease No. 303-4-20372 City: Lake Worth, Texas

1. Name of New Lessor: Bright Family Property, LLC
(Owner of Record)

All vouchers submitted subsequent to receipt and acceptance by TFC of this completed Notice will be approved for payment by the TFC only to the Lessor named above in this item. Acceptance by the TFC will be indicated below by signature of the Manager, State Leasing Services for the Texas Facilities Commission.

2. Date of Transfer of Interest: 6-26-15
(If transfer has been effected by duly recorded instrument, provide recording data below)

Date filed: 6-26-15 County of Record: TARRANT

Volume: 0215/38659 Page: 5

TFC reserves the right to examine all instruments affecting transfer prior to approving vouchers for payment to the New Lessor.

3. Signatures Required: (For exception, see Item f. of the Instructions on the reverse side of this Notice)

(a) OLD LESSOR: Lake 2000, LLC (As shown on existing contract)

Signature: [Signature] & Jerry Reed (Typed or printed name)

Title: Manager Date: 7/1/15

No voucher signed by the Old Lessor for a lease period subsequent to the date this Notice will be approved by TFC for payment.

(b) NEW LESSOR: Bright Family Property, LLC (As shown in 1. above)

Address: 5246 S. Plainburg Rd. City: La Grand

State California Zip: 95333 Tel. (209) 389-4511

Fax (209) 389-4501 Email: vbnursery@unwiredbb.com

Signature: Virginia Bright / Virginia Bright (Typed or printed name)

Title: Manager Date: 7-1-15

Payee Identification Number (PIN): 12040699790

(c) PROPERTY MANAGEMENT COMPANY: Cobalt Real Estate Services, LLC

Contact Person/Title: Alex Gerber

Address: 9601 McAllister Fwy, #1120 City: San Antonio St. TX Zip: 78216

Tel. (214) 236-7773 Fax () _____ Email: agerber@cobaltrealestate
services.com

4. No vouchers received subsequent to generation of this Notice will be approved by TFC for payment to the New Lessor unless this Notice is completed and signed by all parties as indicated above, and signed by the Manager of State Leasing Services for TFC.

Approved on behalf of the Texas Facilities Commission

By: [Signature] Date: 7.7.15
Manager, State Leasing Services