

ATTACHMENT A

Lease Standard Terms and Conditions

I. Definitions:

The following terms shall be defined as follows:

1. **Additional Rent** – Adjustable rent, up to a maximum annual amount of 5% of the preceding year's Additional Rent, shall be made to cover increases or decreases in the costs of real estate taxes, utilities, water, sewer, trash removal, insurance and janitorial services. The actual amount of the adjustment (increase or decrease) shall be determined by annually applying the CPI-U, NE Cities Index (Consumer Price Index for all Urban Consumers, Northeast Cities index, all items, as found in table 11 of the CPI Detailed Report published by the U.S. Department of Labor, Bureau of Labor Statistics) to the amount of the Additional Rent for the preceding year of the Lease. The Additional Rent shall not be adjusted to reflect actual costs incurred by Lessor during the term of this Lease, nor shall the amounts paid as Additional Rent be adjusted to reflect changes in the above Lessor costs.
2. **Base Rent** – Negotiated rent, not including Additional Rent, due to Lessor.
3. **Commencement Date** – The first day of the calendar month after the date the Premises are accepted for occupancy by the Lessee, as memorialized by the Using Agency's completion and execution of an "Acceptance of Leased Premises and/or Renovations Inspection Report" (GSRE-42-N(08-13), a sample of which is attached hereto as **Exhibit 1**.
4. **Common Areas** – Any space in a building affording common use for all tenants, with the exception of vertical penetrations (elevator shafts, flues, vertical ducting). Common Areas shall include but not be limited to building and elevator lobbies, corridors including but not limited to those leading from the elevator to the tenant space, restrooms, building break rooms, building conference rooms, janitorial closets and storage rooms.
5. **Commonwealth of Pennsylvania Standard Building Specifications** – The Commonwealth's standards for building, renovating, maintaining, operating, and repairing the Premises as set forth on **Attachment B**.
6. **Commonwealth of Pennsylvania Using Agency Building Specifications** – The Commonwealth of Pennsylvania's standards for building, renovating, maintaining, operating, and repairing the Premises as set forth on **Attachment C**. Items referenced in these specifications are specific to the Using Agency and may not apply to all Commonwealth leases.
7. **Consent Form** – A document signed by the Lessor, and approved by DGS/BRE, that states that the Lessor is aware of the Leasehold Improvement(s) requested by the Lessee and that the Lessor is allowing the Lessee to complete those Leasehold Improvements at Lessee's cost, as set forth on **Exhibit 2**.
8. **CPI** – The United States Bureau of Labor, Statistics, Consumer Price Index, all Urban Consumers, Northeast Cities Index, all items, as found in Table 11 of the CPI Detailed Report

published by the U.S. Department of Labor, Bureau of Labor Statistics. The CPI-U, NE Cities Index reported four months prior to each anniversary of the Commencement Date shall be used to determine the amount of the adjustment to the Additional Rental Rate.

9. **DGS/BRE** – Department of General Services, Bureau of Real Estate.
10. **Execution Date** – Shall be the date the lease is signed by the Secretary of General Services after all other approvals have been obtained and shall be entered on the appropriate line of the first page of the Lease Cover Sheet.
11. **Expiration Date** – Shall be the date the lease is set to expire as identified on the Lease Cover Sheet.
12. **Initial Term** – Shall be the number of years identified on the Lease Cover Sheet that begins on the Commencement Date.
13. **Lease** – Is collectively comprised of all of the documents as identified on the Lease Cover Sheet.
14. **Lease Cover Sheet** – Shall include, but not be limited to, the name of the Lessor, the name of the Lessee, the Rent, the Initial Term, and the Net Usable Square Feet. Shall be the cover page to the Lease.
15. **Lease Amendment** – Written agreement between Lessor and Lessee which modifies the Lease.
16. **Leasehold Improvements** – Additions, alterations or improvements to the Premises and/or Common Areas, which occur after the Commencement Date.
17. **Lease Year** – Each successive twelve (12) month period starting on the Commencement Date.
18. **Lessee** – The Commonwealth of Pennsylvania, acting through the Department of General Services, on behalf of the Using Agency identified on the Lease Cover Sheet.
19. **Lessor** – Title owner that has the right to lease the Premises to Lessee.
20. **Net Usable Square Feet** – Shall be the number of square feet identified on the Lease Cover Sheet. Measurement computed by measuring the area to be used by the Using Agency from the inside perimeter walls surrounding this area, excluding stairwells, elevator shafts, public restrooms not within the leased space, mechanical and building equipment rooms and any area used by the Lessor. Lessor agrees that in a multiple tenant facility, if the building configuration requires a common access corridor serving more than one Commonwealth program area entrances, then that corridor space shall not be considered part of the net usable square footage.
21. **Normal Business Hours** – Monday through Friday 7:00 a.m. - 7:00 p.m. unless otherwise specified on the Lease Cover Sheet.
22. **Pre-Construction Meeting** – Meeting held between the Lessee, including but not limited to its agents, employees, licensees or invitees, and Lessor, including but not limited to its agents, contractors, subcontractors, employees, licensees, or invitees, after a lease or amendment is fully executed, but prior to any Work commencing on the leased Premises. This meeting is intended to review and discuss final plans, timelines and concerns of all parties involved.

23. **Premises** -- The property or part of the property, more specifically described on the plan and/or specifications attached to this Lease and consisting of the amount of net usable square feet identified on the Lease Cover Sheet, together with Common Areas. Lessor and Lessee agree that the plan and/or specifications are subject to adjustment as agreed upon by the Lessor and Lessee, and in the event that there are adjustments to the plan and/or specifications, the Lessor and Lessee agree to replace any documents related hereto with a revised version of such document in order to accurately depict the Premises.**Rent** – The monthly payment to Lessor by Lessee for use of the Premises, as determined by multiplying the amount of Net Usable Square Feet set forth on the Lease Cover Sheet by the Rental Rate. Rent shall be paid in equal monthly installments.
24. **Rental Rate** – The sum of the Base Rent and the Additional Rent, as set forth on the Lease Cover Sheet.
25. **Termination Date** – shall be the date the Lease is terminated with prior notification from the Lessee to the Lessor.
26. **Using Agency** – The Commonwealth of Pennsylvania Agency which occupies the leased Premises and is identified on the Lease Cover Sheet.
27. **Work** – Consists of the construction and renovation of the Premises substantially in accordance with all plans and specifications set forth on **Attachment B** and **Attachment C**.

II. Background:

1. By the *Act of April 9, 1929, P.L. 177, as amended, 71 P.S. Section 632(d)*, the Department of General Services is, with the approval of the Board of Commissioners of Public Grounds and Buildings, authorized and empowered to rent proper and adequate offices, rooms or accommodations for any department, board or commission which cannot be properly and adequately accommodated with offices, rooms and accommodations in the Capitol buildings.
2. Lessee desires to lease the net usable square footage, as defined on the Lease Cover Sheet, from Lessor for use by the Using Agency, upon the terms and conditions set forth in the Lease.
3. Lessor owns or has the right to lease the Premises to Lessee.
4. In consideration of the following mutual promises and intending to be legally bound hereby, Lessor and Lessee agree to the following Terms and Conditions:

III. Terms and Conditions:

1. **Incorporation of Definitions and Background Clauses.** Any and all background clauses, definitions and Exhibits are incorporated into the Lease by reference.
2. **Premises.**
 - a. Lessor leases the Premises to Lessee for use and occupancy by the Using Agency, and Lessee leases the Premises from Lessor for use and occupancy by the Using Agency.

to timely submit and maintain accurate and complete ACH information may result in delays in Rent payments.

- iii. Lessor hereby acknowledges and agrees that failure to timely submit and maintain accurate and complete ACH information may result in delays in Rent.
 - b. Lessee reserves the right, upon thirty (30) days prior written notice to Lessor, to offset future Rent payments to recover any prior Rent overpayment made by Lessee to Lessor.
 - c. Lessor agrees that Lessee may offset the amount of any state tax liability or other obligation of Lessor or its subsidiaries to the Commonwealth against any payments due the Lessor under any contract with the Commonwealth.
6. **Taxes.** Lessor shall pay, in a timely manner, all real estate taxes and municipal, general and special assessments and other taxes of any nature applicable to the Premises and the Common Areas, as well as the parking spaces subject to this Lease, directly to the taxing authority.
7. **Non-Appropriation/Cancellation.** It is understood and agreed between the parties hereto that if the governmental function for which the Premises are being leased, is abolished, limited, or restricted, by any Act of Legislature, including a failure of sufficient appropriation by the General Assembly to continue payment of the Rent or any other amount hereunder, or by Law of Congress, or by any Action taken under authority conferred by such acts or laws, or decision of court; then the Lessee shall have the right to cancel this Lease by giving one month's notice in writing. At the option of the parties, if they have agreed on the total costs of renovations prior to the execution of this Lease and the Lease is canceled pursuant to the provisions of this Paragraph, if the Agency's annual appropriations permit, Lessee shall reimburse Lessor for any unamortized costs of renovations performed by Lessor pursuant to this Lease at Lessee's request, and which are peculiar to Lessee's tenancy.
8. **Termination for Convenience.** In addition to any rights of termination already contained in the Lease, Lessee is hereby granted the right to terminate this Lease in accordance with this clause whenever the Lessee shall determine in its sole discretion that such termination is in the best interest of the Lessee. Lessee must provide at least six (6) months prior written notice to Lessor of the intended date of termination. Such termination date may not be prior to the expiration of at least fifty percent (50%) of the initial term of this Lease. In the event Lessee exercises this option to terminate for its convenience, Lessee shall pay Lessor a sum equivalent to three (3) months Base Rent as an early termination fee (early termination fee). In addition to the early termination fee, if the parties have agreed on the total costs of renovations prior to the execution of the Lease and the Lease is cancelled by Lessee pursuant to the provisions of this Paragraph, Lessee shall reimburse Lessor for any unamortized costs of renovations performed by Lessor pursuant to this Lease at Lessee's request, and which are peculiar to Lessee's tenancy.

Upon payment of the early termination fee, and any unamortized costs (if applicable), Lessor releases Lessee from any claims whatsoever, at such time or in the future, whether known or unknown, for any damages, consequences or liabilities associated with Lessee's exercise of this Termination for Convenience clause.

9. **Options.** Lessee, at its sole discretion, shall have the option to renew this Lease for additional terms as identified on the Lease Cover Sheet. In order to exercise an option, Lessee must give Lessor three (3) months' prior written notice before the expiration of the then current term of this Lease. The Rental Rate for each option term shall be calculated by adding the Additional Rent to the Base Rent for the option term.

10. **Holdover/Termination.** Should Lessee holdover in possession after the expiration of the Initial Term of this Lease (without exercising any option to renew), or after the expiration of any renewal term (without exercising any remaining option to renew), such holding over shall not be deemed to extend the term of this Lease or any renewal term, but the tenancy thereafter shall continue from month to month, subject to the covenants and conditions of this Lease, until either party shall give the other three (3) months' notice in writing of its intention to terminate the tenancy. During any such holdover periods, the Base Rent will remain the same, for a period of three (3) months, as it was prior to the expiration of the term. Effective on the first day of the fourth month of any holdover period, the Lessee shall pay the amount of the Base Rent specified for the Option period as identified on the Lease Cover Sheet.
11. **Lessor's Duty to Mitigate Damages.** In the event Lessee abandons the Premises prior to the end of the then-current lease term, Lessor shall have an affirmative duty to proceed in good faith and with due diligence to make reasonable efforts to mitigate its damages and prevent further loss.
12. **Lessee's Alteration Rights.** For the life of the Lease, the Lessee must be offered the option to upgrade existing space for operational use, or to make additional alterations and renovations to the facility. In situations when the Lessor pays the upfront costs for the renovations or upgrades to the existing space, Lessor and Lessee hereby agree and acknowledge that the Lessee will reimburse Lessor.
13. **Utilities**
 - a. Lessor shall, at its sole cost and in return for Rent paid by Lessee pursuant to this Lease, provide, maintain, and pay the costs and periodic charges for, the following:
 - i. Heat, ventilation and air conditioning ("HVAC") for the Premises and all Common Areas in accordance with the standards set forth in **Attachment B**;
 - ii. All energy and utilities provided, used and consumed on the Premises and the Common Areas, including but not limited to gas, oil, electric, steam, water and sewer; except usage charges for telephone, CATV, internet and other communication services utilized by Lessee, which shall be arranged for and paid by Lessee;
 - iii. Hot and cold water to the Premises and the Common Areas (including restrooms within or serving the Premises); and
 - iv. Passenger and freight elevator services (including loading dock access and use) for access within, to and from the Premises. Lessor shall make no change in the elevator service provided to Lessee after the Commencement Date, without the Lessee's prior written consent.
 - b. Lessor shall, at its sole cost and in return for Rent paid by Lessee, provide access and consent to install or connect telecommunications cabling and equipment, including but not limited to telephone, CATV, high speed data transmission and internet connectivity on each floor of the Premises, occupied by Lessee, Lessor shall coordinate with the Using Agency designee and selected provider to arrange for such installation and connection through such infrastructure at Lessor's expense and in accordance with **Attachment B** and **Attachment C**. Additional changes or upgrades to the voice and data system after the initial scope of work is completed will be at the Lessee's expense and Lessor will provide access and consent to install.
 - i. The amount of Rent presumes a normal work week and hours for the Using Agency employees of Monday through Friday, from 7:00 A.M. to 7:00 P.M.,

unless otherwise specified in **Attachment C**. Lessee shall have the right to use the Premises seven days a week, twenty-four hours a day.

- c. All other utility services, and elevator service, shall be maintained to the Premises and the Common Areas at the same level of service during all hours as during normal business hours, without additional cost to Lessee.

14. **Services.**

- a. *Ice and Snow Removal.* Lessor is responsible for snow and ice removal of sidewalks and parking areas within four hours after cessation of snow, sleet or icing weather. It is the Lessor's responsibility to correct all unsafe conditions relating to freezing and thawing. Lessor is responsible for the cleaning/repairing and maintenance of the roofs, gutters and awnings. Gutters should be cleaned on a regular basis and snow and sleet should be removed within four (4) hours of cessation.
- b. *Janitorial Services.* Lessor shall provide janitorial services as outlined in **Attachment B**.
- c. *Landscaping, Finish Grading, and Seeding.* Lessor shall furnish all labor, materials, and equipment as necessary to complete topsoil spreading, finish grading, sodding, seeding, and shrubbery planting as required to produce a uniform, weed-free stand of grass and acceptable landscaping. Lessor is responsible for maintaining shrubs, grass, including but not limited to mowing, and landscaping for the life of the lease.
- d. *Trash Dumpster/Trash Cans.* Lessor shall provide a designated trash area adjacent to the facility of a sufficient size to accommodate an appropriate commercial sized trash dumpster for solid waste. Lessor will maintain a waste management contract for the life of the lease. Individual trash cans capable of holding .5 gallons to 5 gallons and recycle cans capable of holding up to 5 gallons will be provided, collected and maintained for each workstation and office by the Lessor.
- e. *Recycling: Ordinances and Regulation.* Lessor shall:
 - i. Establish and maintain a separation and collection procedure for the removal of recyclable materials from the leased Premises;
 - ii. Collect, at a minimum, aluminum, high grade office paper, and corrugated paper;
 - iii. Comply with Act 101 of 1988 and any existing local codes and ordinances relating to the separation and disposal of recyclable materials;
 - iv. Provide suitable containers, dumpsters, etc., for collecting and storing recyclable materials;
 - v. Empty all recycling receptacles and remove recyclables to a designated area as often as necessary taking into consideration the volume of the recyclables and health concerns; and
 - vi. Assume all costs involved in collecting, storing and removing recyclables.
 - vii. Lessee reserves the right to identify those recyclable materials, generated from agency operations at the leased Premises, which Lessee desires to sell as serviceable property. Lessee reserves the right to dispose of such

materials itself. When and if the Lessee exercises this discretion, the Lessor shall thereafter not be responsible for those materials selected by the Lessee for disposal by the Lessee.

15. **Maintenance and Repairs.** Lessor, at its sole cost and in return for Rent paid by Lessee, shall maintain, repair, replace and provide the continuous upkeep of the exterior of the building and all internal building systems, including but not limited to, electrical, lighting, plumbing, heating, ventilation equipment, air conditioning, elevators, escalators, and/or lifts, as set forth herein and as more specifically stated in **Attachment B** and **Attachment C.** Lessor shall not be responsible for damages caused by Lessee's negligence, or the negligence of Lessee's employees or agents. Service response times must be within twenty four (24) hours.

a. *Maintenance Contracts.* Lessor shall secure maintenance service contracts, with certified service providers, for the life of the Lease, in the following areas: roof, HVAC systems, and elevators in compliance with **Attachment B.**

b. *Elevators.*

- i. All elevator equipment and systems shall be in operating order 24 hours per day and shall be serviced and maintained by the Lessor for the term of the Lease.
- ii. Lessor shall provide proof of semi-annual preventative maintenance and/or repairs to all elevator equipment and systems. The reports shall be provided in writing within 30 days of completion of any service and/or repairs to the DGS/BRE, Room 503, North Office Building, Harrisburg, PA 17125. The semi-annual maintenance will include, but is not limited to, the service of the following items: Hydraulics, cables, controllers.
- iii. All elevator equipment and systems should be inspected bi-annually by a 3rd party certified inspector. If the elevator is found to be non-compliant, then an inspection will be completed by the Department of Labor and Industry. If the elevator is constructed prior to 2004 it must comply with 34 PA Code Chapter 7; if the elevator is constructed after 2004, the inspection must comply with ASME A17.1.
- iv. Lessor shall notify Lessee at least one (1) day in advance of taking the elevator offline for maintenance and/or repair and give Lessee an estimated completion date of the maintenance and/or repair and when the elevator will be back online.
- v. Lessor shall respond to an elevator entrapment within thirty (30) minutes of notification. If the Lessor fails to respond within thirty (30) minutes, the Lessee shall charge the Lessor Seventy-Five Dollars (\$75.00) for each failure to respond.
- vi. Should more than three (3) elevator entrapments happen within six (6) months, then the Lessor shall have all elevator equipment and systems inspected and repaired within thirty (30) days of request by Lessee. Lessor shall provide Lessee a written report of the inspection and repair work of the elevator equipment and systems within five (5) business days of the completed inspection and within five (5) business days of the completed repair work.

- vii. Lessor shall provide Lessee with a yearly preventative maintenance schedule for all elevator equipment and systems.
- c. *Lighting.* Lessor shall provide, install and replace all light bulbs, tubes, ballasts and starters. This stipulation also includes the parking area(s). All lighting shall be maintained as specified in **Attachment B**.
- d. *Heating, Ventilation and Air Conditioning.*
 - i. All HVAC systems shall be designed, maintained and operated in a manner which maximizes energy efficiency. All equipment and systems shall be in operating order twenty-four (24) hours per day and shall be serviced and maintained by Lessor. Systems shall be inspected and serviced regularly to ensure proper balancing and calibration.
 - ii. Heating and air conditioning systems shall provide and maintain an inside automatically controlled temperature in accordance with **Attachment B**. Failure to follow **Attachment B** shall be considered a violation of the Lease.
 - iii. Lessor shall provide proof to Lessee of routine semi-annual maintenance/repairs to HVAC systems and respective components. Lessor shall provide the written reports to Lessee within thirty (30) days of completion of any service/repairs. The semi-annual maintenance will include, but is not limited to the service of the following items: boilers, boiler stacks, chillers, air handling units, coils, filters, belts, cooling towers, pumps, chilled water cooling systems, hot water heating systems, compressors, fan coil units, heat pumps, HVAC system controls, changing filters, checking baffles, ductwork, damper positions and system balance.
 - iv. All HVAC systems shall be tested and inspected by Lessor prior to Lessee occupancy to determine if the environmental conditions, as stated in the Lease, are met, and if adequate ventilation is provided for each area in accordance with the most current standards and guidelines of the American Society of Heating, Refrigerating & Air Conditioning Engineers (“ASHRAE”). Upon completion of testing and inspection, a certified report, signed by a registered engineer, who is certified by the National Environmental Balancing Bureau (NEBB), shall be submitted to the DGS/BRE, Room 503 North Office Building, Harrisburg, PA. 17125. The report shall be valid proof that the systems have been tested, adjusted, and balanced in accordance with the referenced standards, and be a true representation of how the systems are operating.
 - v. Lessor shall be responsible throughout the term of the Lease to provide, at the request of Lessee, testing of the environmental conditions within the Premises, to include the submission of a detailed report signed by a registered engineer. The report should include recommendations for HVAC system modifications, if required to provide adequate ventilation and environmental conditions as stated per the Lease.
 - vi. Lessor shall provide Lessee with a yearly preventative maintenance schedule for all HVAC systems.
- e. *Certification.* Lessor shall submit, within one (1) month after the Commencement Date, and for each year thereafter, current certifications for all service contractors referenced in this Paragraph, **Attachment B**, and **Attachment C** to prove that all service systems are being serviced and inspected on an acceptable periodic basis.

- f. *Building Manager.* Lessor shall have a building superintendent or a locally-designated representative available to proactively manage the Premises and to promptly respond to Lessee's requests to correct any deficiencies.
- g. *Painting.*
 - i. Lessor shall repaint the Premises every five (5) years during the term of this Lease, and any option terms, after Normal Business Hours. Lessor shall be responsible for the cost of moving furniture and equipment. Lessor shall contract with the furniture vendor selected by Lessee to move the furniture and equipment. Lessor shall notify Lessee at least forty-eight (48) hours in advance of repainting. Any repainting of the Premises, in whole or in part, may be waived by Lessee if it is determined that such repainting is not necessary.
 - ii. Lessor shall, upon Lessee's request, repaint portions of the Premises more frequently, if necessary, to maintain an appropriate appearance.
 - iii. Should the Premises contain lead-based paint, Lessor shall be responsible for the abatement of the lead-based paint in accordance with state and federal standards, whichever standards are higher or most stringent shall prevail.
- h. *Parking Lot.* Lessor shall be responsible, throughout the term of the Lease, for the maintenance and repair, including but not limited to, the black top of the Parking Lot. Lessor shall respond within ten (10) business days of notification by Lessee of holes and/or cracks, which pose a safety hazard, in the Parking Lot.

16. **Construction or Renovations.** Lessor shall:

- a. Construct and renovate the Premises, at Lessor's sole cost and expense, and in return for Rent paid by Lessee, in accordance with all plans and specifications set forth in **Attachment B** and **Attachment C**, and within the dates set forth in the Construction Completion Timeline Section of the Lease Cover Sheet; and
- b. Not begin any construction or renovation until after the Lease has been executed and a Pre-Construction Meeting has been held; and
- c. Comply with all applicable local, state and federal construction codes, regulations, statutes, ordinances and laws, applying whichever is most stringent. All work shall conform to the latest standards of the trade; and
- d. Furnish all labor, superintendence, materials, tools and equipment and perform all work necessary to complete all construction to the satisfaction of the Lessee; and
- e. Complete all general construction work in accordance with the Work as shown in **Attachment B** and **Attachment C**; and
- f. Not use any construction materials containing asbestos. If Lessor is renovating a space and finds friable materials containing asbestos, then Lessor shall remove the friable materials containing asbestos in accordance with OSHA and EPA regulations. Contractors need to be trade specific licensed/certified to remove the friable materials containing asbestos; and
- g. Shall restore the area in such a manner that is acceptable to Lessee; and

- h. Shall comply with the Americans with Disabilities Act (ADA), whether or not specifically mentioned in the specifications or depicted on the drawings. All work must be in accordance with all local, state, and federal codes and regulations, whichever is most stringent, regarding ADA.

17. Completion.

- a. Upon receipt of an executed copy of this Lease, Lessor shall, all in accordance with the dates set forth in the Construction Completion Timeline Section of the Lease Cover Sheet, undertake the following:
 - i. Within thirty (30) days, furnish Lessee with detailed plans, specifications, drawings and other relevant construction documents (collectively, "Documents") pertaining to the construction and/or renovation;
 - ii. Within thirty (30) days after the receipt of the Documents, Lessee shall then review and either approve or reject the Documents. Lessor and Lessee agree that the approved Documents shall depict, as accurately as possible, the Premises. In the event Lessee's review exceeds thirty (30) days, the completion schedule shall be extended accordingly to incorporate the number of days exceeding the initial thirty (30) day review period;
 - iii. Within thirty (30) days of Lessee's approval of the Documents, Lessor shall then commence the construction and/or renovation in accordance with the approved Documents;
 - iv. Within thirty (30) days after Lessee has approved of the Documents, provide Lessee with a construction timeline;
 - v. Shall have the entire project completed, including final clean-up and the securing of all occupancy licenses or permits required by any governmental entity for occupancy, within One Hundred Eighty (180) days;
- b. Upon completion of the Work, to prove that the Premises are ready for occupancy, Lessor shall, at Lessor's expense:
 - i. Arrange for field measurements of the Premises and verification of the Net Usable Square Footage by a licensed architect and/or engineer;
 - ii. Provide Lessee with a written certificate from Lessor's architect/engineer that shall include a sealed set of drawings showing, in red, any changes in the dimension of the Premises, or in the Net Usable Square Feet, from the last set of drawings which Lessor provided to the DGS/BRE. The certificate shall: (i) include the date(s) when the measurements were done; (ii) specify the Net Usable Square Feet; and (iii) state that the Net Usable Square Feet were determined based upon the Commonwealth's net usable square footage definition. The certificate must be signed by the architect/engineer and bear such professional's seal. The Net Usable Square Feet shall be subject, at any time, to verification by Lessee;
 - iii. Furnish complete as-built drawings of the completed structure in an AutoCAD version and format acceptable to Lessee, together with hard copy drawn to a minimum 1/8 inch = 1 foot scale;
- c. Unless Lessee has agreed, in writing, to an extension of the completion date for the Work, if Lessor fails or refuses to comply with the provisions in this Paragraph,

Lessee, after giving Lessor thirty (30) days' notice, in writing, shall have the right to terminate this Lease and/or exercise any other remedy it may have under the Lease or at law. Furthermore, in addition to these rights, Lessor must pay Lessee, at Lessee's option, as liquidated damages, one percent (1%) of the first year's annual Rent under this Lease for each and every day the Premises are not ready for occupancy by the date provided herein.

- d. No Rent shall be due or payable until:
 - i. Lessee completes and signs the Acceptance of Leased Premises and/or Renovations Inspection Report (GSRE-42-N (08-13) as set forth on **Exhibit 1** attached hereto; and
 - ii. Lessor has complied with all other provisions of this Lease.

18. **Certificate of Occupancy.**

- a. Lessor shall furnish and visibly display a copy of a Certificate of Occupancy, issued by any and all Federal, state, and local government entities, at the time of occupancy by Lessee of the Premises.
- b. If Lessee, after notifying Lessor prior to the action, increases or decreases staff, Lessor shall be responsible to make sure the Premises remains in compliance with all Federal, state, and local codes, regulations, and/or ordinances in relation to occupancy.

19. **Leasehold Improvements.**

- a. For any and all Leasehold Improvements completed by Lessor, at the request of Lessee, Lessor and Lessee agree and acknowledge that any Lease Amendment, or the Consent Form attached hereto and marked as **Exhibit 2**, must be executed and delivered to Lessor before any Leasehold Improvement is started.
- b. For any and all Leasehold Improvements completed by Lessee, Lessor and Lessee agree and acknowledge that a Consent Form must be executed and delivered to Lessor before any Leasehold Improvement is started.
- c. For any and all Leasehold Improvements requested by Lessee, Lessor and Lessee agree and acknowledge that:
 - i. Lessor shall obtain three (3) quotes from three (3) separate contractors/vendors for the Leasehold Improvement and submit all three (3) quotes to Lessee.
 - ii. A Consent Form or Lease Amendment must be executed and delivered to Lessor before any Leasehold Improvement is started.
- d. Any and all Leasehold Improvements shall be constructed in compliance with all applicable local, state and federal codes, regulations, statutes, and/or ordinances, applying whichever are most stringent.
- e. The Premises shall be restored in a manner that is acceptable to Lessee, when the Leasehold Improvement is completed by Lessor, or acceptable to Lessor, when the Leasehold Improvement is completed by Lessee.

20. **Fire/Safety.** Lessor shall:

- a. Provide, monitor, and maintain, at Lessor's expense, an NFPA compliant fire alarm and evacuation system that is in compliance with all Federal, state, and municipal laws, ordinances and regulations.
 - i. The fire alarm and evacuation system shall be audible and visual.
 - ii. The fire alarm and evacuation system shall be operational twenty-four (24) hours a day, seven (7) days a week.
 - iii. Lessor shall be responsible for providing, installing and maintaining a dedicated voice analog/digital telephone line for the fire and security systems.
 - iv. Lessor shall have the fire alarm and evacuation system serviced and tested annually, in compliance with **Attachment B**; and Lessor shall furnish proof of same to Lessee upon request. All testing of the fire alarm and evacuation system shall occur after Normal Business Hours.
 - v. Lessor shall provide Lessee a yearly maintenance schedule for the fire alarm and evacuation system.
 - vi. Lessor shall provide ongoing training of the fire alarm and evacuation system, as requested by Lessee, during the term of the Lease.
- b. Provide, monitor, and maintain, at Lessor's expense, an NFPA compliant fire suppression system, including but not limited to fire extinguishers and sprinklers, in compliance with all Federal, state, and municipal laws, ordinances and regulations.
 - i. Lessor shall have the fire suppression system serviced and tested annually, in compliance with **Attachment B**, and furnish proof of same to Lessee upon request. All testing of the fire suppression system shall occur after Normal Business Hours.
 - ii. Lessor shall provide Lessee a yearly maintenance schedule for the fire suppression system.
 - iii. Lessor shall provide ongoing training, as requested by Lessee, during the term of the Lease, of the fire suppression system.
 - iv. Lessor shall be responsible for the inspection and recharging of all fire extinguishers.
- c. Coordinate with the Using Agency a bi-annual Emergency Evacuation Drill.
- d. Prior to any installation and/or updates to either the fire alarm and evacuation system or the fire suppression system or the security system, obtain Lessee's approval of the installation and/or update.
- e. Upon request from Lessee, provide a new locking system and/or associated hardware, after a break-in or a series of thefts or other similar unusual occurrences at the Premises.
- f. Annually test and inspect, without an additional charge to Lessee, any and all other safety systems, including but not limited to emergency generators, on the Premises

to ensure proper operation. All testing and inspections shall be done in compliance with all applicable Federal, state, and municipal laws, ordinances and regulations.

- g. Shall display any and all inspection certificates as appropriate and shall provide any and all inspection certificates to Lessee upon Lessee's request.

21. Insurance.

- a. At all times during the term of the Lease, Lessor shall procure and maintain, at its expense, the following types of insurance, issued by companies acceptable to Lessee and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
 - i. Worker's Compensation Insurance for all of Lessor's employees and those of any contractor engaged in work at the Premises, in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereto.
 - ii. Public Liability Insurance to protect Lessee, Lessor and any and all contractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from property damage, which may arise from services performed by Lessor, its agents or employees under this Lease, or from an alleged defective, dangerous or untenable condition of the Premises. The limits of such insurance shall be in an amount not less than \$500,000 each person and \$2,000,000 each occurrence. Such policy shall name the Commonwealth of Pennsylvania as an additional insured.
 - iii. Builders Risk. During the period of any construction of the Premises or the building (including, without limitation, the Work), Lessor shall purchase and maintain (or shall cause its general contractor to purchase and maintain) Builders Risk "All Risk" or equivalent policy form in the amount of the initial construction contract sum plus the value of subsequent contract modifications and the cost of materials supplied or installed by others, comprising the total value of the entire Building on a replacement cost basis without optional deductibles. Such property insurance shall also cover portions of the Work stored off the site and portions of the Work in transit. Such insurance shall, unless otherwise agreed in writing by all persons and entities that are beneficiaries of such insurance, (a) be maintained until the construction project is complete, (b) include at least the interests of Lessor, Lessee, and any and all contractors, and (c) include Loss of Use insurance due to a covered loss, including Leasehold Interest Coverage in favor of Lessee subject to a minimum limit of twice the Rent due for the first Lease Year. The period of coverage for this Loss of Use shall be, at a minimum, the length of the original construction period of the applicable construction project.
 - iv. Property. At all other periods during the term of the Lease, Lessor shall provide "All-Risk" or equivalent property insurance covering the Building and appurtenant structures and improvements up to the full replacement cost thereof, including all fixtures, equipment, machinery and apparatus which constitute a permanent part of such Building, and other structures and improvements. If the coverage is available and commercially appropriate (with commercially appropriate sublimits), such property insurance shall insure against all risks of direct physical loss or damage including without limitation the perils of fire (with extended coverage), and physical loss or damage including theft, vandalism, malicious mischief, collapse, earthquake, flood,

windstorm, and boiler/machinery. Such policy shall also include coverage for debris removal and the enforcement of any legal requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Such policy shall permit partial occupancy as construction progresses.

- b. At all times when Lessor is obligated to maintain insurance coverage as provided in this Paragraph, Lessor shall comply with the following requirements:
- i. All policies will be issued by carriers having ratings of Best's Insurance Guide A- or better, or its substantial equivalent if such Guide is no longer published, and admitted or permitted to engage in the business of insurance in the Commonwealth of Pennsylvania for the past five years. If any coverage is provided by an unrated captive, such captive will have financial resources of equivalent standing to those meriting a rating of Best's Insurance Guide A- or better, with audited financials of the captive to be furnished annually to Lessee.
 - ii. Any non-standard policy or endorsement other than as specified herein must be approved in advance in writing by Lessee, which approval shall not be unreasonably withheld, conditioned or delayed. No policy will contain a deductible or self-insured retention in excess of the limits set forth above, unless mutually agreed by Lessor and Lessee in their sole discretion.
 - iii. If the forms of policies, endorsements, certificates, or evidence of insurance required hereunder are superseded or discontinued, Lessee will have the right to require Lessor to provide other substantially equivalent forms consistent with the standards observed by prudent and reputable owners of office buildings of the same class as the Building, in the locality of the Building. Evidence of the insurance coverage required to be maintained by Lessor hereunder, represented by certificates of insurance issued by the insurance carrier(s) and constituting actual evidence of coverage, must be furnished to Lessee, at the address set forth in Paragraph 36 "Notice," at least thirty (30) days prior to the Commencement Date, and at least thirty (30) days prior to the expiration of current policies. Such certificates will specify the additional insured status (as applicable) of the Commonwealth of Pennsylvania. Such certificates will state that persons and parties required to be named hereunder as additional insureds have been so named, and that such additional insureds will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. The "endeavor to" language contained in any cancellation notice section of such certificate shall be deleted. Such certificates, or a separate writing issued by the insurer or its agent together with such certificate, shall set forth the amounts of deductibles and all self-insured retentions.
 - iv. If Lessor fails to comply with its covenants made in this Paragraph, Lessee may, at its option, cause insurance as aforesaid to be issued, and in such event Lessor agrees to pay the premium for such insurance promptly upon Lessee's demand.
 - v. Lessor may carry any insurance required by this Paragraph under a blanket policy, applicable to the property to be insured hereunder for the risks and in the amounts required pursuant to this Paragraph, provided that all requirements of this Paragraph shall be complied with in respect of such policy.

- vi. If requested in writing, Lessor shall provide to Lessee a certified copy of any and all insurance policies or endorsements required by this Lease, and Lessor shall provide such certified policies to Lessee within thirty (30) days after written request is made. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or changed until at least thirty (30) days' written notice has been given to Lessee.
 - i. All liability insurance to be maintained by Lessor shall be on an occurrence basis.
 - c. At least thirty (30) days prior to the Commencement Date, Lessor shall provide Lessee with evidence, reasonably satisfactory to Lessee, that Lessor requires any other tenants of the Building to carry commercial reasonable limits of liability insurance to respond to liability exposures associated with such other tenants' occupancy of the Building.
22. **Hold Harmless.** Lessor shall save and hold harmless Lessee, and its officers, agents and employees, or any of them, from any and all claims, demands, actions, damages, losses liability, and expense (including, but not limited to, consequential damages and reasonable attorney's fees) of any nature based upon or arising out of:
- a. Any service performed by Lessor, its agents or employees under this Lease, except such services as are properly performed at the express direction of Lessee; or
 - b. Any actual or alleged defective, dangerous or untenable condition of the Premises; or
 - c. Violations of, or noncompliance of the Premises, any statute, ordinance, rule or regulation of any governmental authority, or violations of, or noncompliance with, any statute, ordinance, rule or regulation of any governmental authority on the part of Lessor, its employees, agents or contractors; or
 - d. Any breach of any of the covenants, representations or warranties of Lessor contained in this Lease; or
 - e. Any personal injury, death or damage to property caused by Lessor, its employees, agents or contractors.
23. **Damage/Destruction.** In the event of damage to the Premises by fire, flood, lightning, or other Act of God, or act of terrorism rendering it impossible or substantially inconvenient for Lessee to continue to occupy or use the Premises for its operations, the Lessor, after notice from the Lessee of the condition shall have sixty (60) days to repair and/or restore the Premises to a tenantable condition. If Lessor fails to repair and/or restore the Premises within said period of sixty (60) days, or if Lessor fails to make reasonable progress during the sixty (60) day period, as determined by Lessee in its sole discretion, Lessee may, at its option: a.) terminate this Lease by giving Lessor thirty (30) days' written termination notice or b.) after first giving Lessor fifteen (15) days' written notice, repair and restore the Premises to a tenantable condition, and deduct such costs made in restoration of the Premises from the Rent due the Lessor. At Lessee's option, payment of Rent shall abate as long as the Premises remains in an untenable condition after notice to Lessor and shall resume only after the condition has been substantially corrected. Such abatement shall be prorated on the portion of the Premises that is or remains untenable.

24. **Encumbrances.** Lessor covenants:

- a. That it has good and clear title to the Premises, or that it has the right and authority from the owner of the Premises, to lease the Premises to Lessee.
- b. That Lessee shall enjoy peaceful and uninterrupted possession of the Premises during the term of this Lease.
- c. That Lessor shall execute and provide to Lessee and any mortgagee which may hold an encumbrance against the Premises, a reasonable Subordination, Non-Disturbance and Attornment Agreement with respect to matters related to this Lease and/or the status of performance of obligations by the parties under this Lease.

25. **Regulations.**

- a. With full understanding by Lessor of the intended use of the Premises by Lessee, Lessor shall ensure that the Premises conform to all applicable laws, codes, ordinances, rules and regulations (collectively, "Regulatory Requirements").
- b. Lessor, at its sole expense, shall promptly take action to comply with changes in any Regulatory Requirements when such changes occur during the term of this Lease and any renewal thereof.
- c. Lessor shall be responsible for the payment of any signage fees imposed by local governmental authorities.

26. **Communication Lines.**

- a. Subject to all applicable governmental requirements and restrictions, Lessee shall have a non-exclusive right to install, maintain, upgrade, operate, repair and replace, at Lessee's cost, on the roof of the Premises "Rooftop Communication Devices" or "RCD".
 - i. RCD may include, without limitation, a back-up generator, and transmitter(s), microwave or satellite dishes or antenna(s), or other communications fixtures or equipment utilized for receiving or transmitting voice, video, data or other communications, together with all wiring, equipment and facilities reasonably necessary to make the same functional and connected with the Premises.
 - ii. The RCDs shall be for the sole use of Lessee in the operation of their business within and outside the Premises (including, without limitation, public broadcast services), but not for any sublicense for profit.
- b. Subject to all applicable governmental requirements and restrictions, Lessee shall have a non-exclusive right to interconnect the RCD with Lessee's other equipment located in the Premises using risers, conduits, chases, and other mutually agreeable locations in the Premises.
- c. If the Lessee desires to install voice, data or other communications lines (including, without limitation, fiber optic lines) to the Premises, or to communications equipment devices serving the Premises but located outside of the Premises, Lessor shall approve, which approval shall not be unreasonably withheld, delayed or conditioned.
 - i. The allocation of space in risers and conduits not installed by Lessee;
 - ii. The installation of risers and conduits by Lessee;

- iii. The use of mechanical or equipment space, and appropriate shielding.
- d. In the event of any conflict between any use or installation made, or proposed to be made, by Lessee with any other occupants, tenants, or users of Lessor's building, if such conditions should exist, Lessor shall use its good faith best efforts to afford Lessee priority in such use or installation of communication lines, consistent with Lessor's existing obligations to other occupants, tenants or users of Lessor's building and Lessor's operation of their building.
- e. Lessor shall cooperate with Lessee in establishing protocols enabling Lessee and Lessee's contractors to obtain immediate access to communications rooms within the Premises and/or Lessor's building which contain Lessee's communications equipment.

27. **Vending.**

- a. Lessee reserves the right to install and operate vending machines on the Premises without any additional payment to Lessor or any sharing of the income derived from the operation of the vending machines.
- b. Lessor shall not install or operate any vending machines in the Premises unless agreed upon by the Using Agency.
- c. If the Premises are located in a multi-tenant building, Lessor may install vending machines in the Common Areas of the Building.
- d. All receipts from the operation of vending machines, after costs of goods sold, and all commissions paid by a commercial vending concern, shall accrue to the licensed blind vendor operating the vending machines on the Premises or, if none, to the Commonwealth Employment Fund for the Blind, as required by the "*Little Randolph-Sheppard Act*", 71 PS §§ 580.1-20.

28. **Asbestos.**

- a. Lessor represents and warrants that the Premises and/or Lessor's building and/or any of Lessor's building systems or components serving the Premises, and all Common Areas of the Premises will, no later than the Commencement Date, be free of any and all asbestos and asbestos containing materials not properly encapsulated or enclosed in compliance with all applicable law and governmental requirements, without cost or expense to Lessee.
- b. Lessor shall complete and sign the Asbestos Certification attached hereto and marked as **Exhibit 3**, and agrees to comply with the conditions and requirements within the Asbestos Certification.
- c. Lessor agrees to protect, indemnify and save harmless Lessee from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorney's fees and costs), cause of action, suits, claims, demands or judgments of any nature arising from any injuries to, or the death of any person growing out of, or connected with, the presence of asbestos in the Premises or the Building or any of the Building systems or components serving the Premises.

29. **Assignment by Lessor.**

- a. Lessee shall not be obligated to recognize any assignment or other transfer of the Lease by Lessor, nor shall Lessee be obligated to pay the Rent or other sums payable to Lessor hereunder, to any assignee or other transferee of the interest of Lessor in the Lease, unless and until such assignment or transfer has been approved, in writing, by Lessee, which approval shall not be unreasonably withheld.
- b. Until such approval is granted, Lessee shall have the right to continue to recognize and treat the assigning Lessor as the "Lessor" for all purposes of the Lease.
- c. Lessor shall provide a written request for approval of assignment or other transfer of the Lease by Lessor to Lessee at least ninety (90) days prior to transfer.
- d. Within thirty (30) days following receipt of Lessor's written notice, Lessee shall advise Lessor in writing of the applications, documents and other information required to enable Lessee to assess and act upon Lessor's request for approval.
- e. Within sixty (60) days following receipt by Lessee of all completed applications, documents and other information required to enable Lessee to assess and act upon Lessor's request for approval, Lessee shall provide written notice of their approval or disapproval of such assignment or other transfer.
- f. In no event, shall Lessee's failure to provide such written notice within the sixty (60) days be deemed to constitute Lessee's approval of such assignment or other transfer.

30. **Assignment and Subletting by Lessee.**

- a. Lessee shall have the right to assign the Lease or sublet all or any part of the Premises subject to the approval of Lessor, which approval shall not be unreasonably withheld, delayed or conditioned.
- b. Notwithstanding the foregoing, and without requiring Lessor's approval, Lessee shall be permitted to assign the Lease or sublet all or any portions of the Premises to any departments or agencies of the Commonwealth of Pennsylvania.
- c. Lessee will not be released from liability as a result of any assignment or sublease.
- d. Notwithstanding the foregoing, use of the Premises by another Commonwealth agency shall not be deemed a sublease or assignment and shall not require the consent or approval of Lessor.

31. **Right to Know Law Requirements.**

- a. The *Pennsylvania Right-to-Know Law*, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Lease.
- b. If Lessee needs Lessor's assistance in any matter arising out of the RTKL related to this Lease, it shall notify Lessor using the legal contact information provided in this Lease. Lessor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to Lessee.
- c. Upon written notification from Lessee that it requires Lessor's assistance in responding to a request under the RTKL for information in Lessor's possession,

constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Lessor shall:

- i. Provide Lessee, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Lessor's possession arising out of this Lease that Lessee reasonably believes is Requested Information and may be a public record under the RTKL; and
 - ii. Provide such other assistance as Lessee may reasonably request, in order to comply with the RTKL with respect to this Lease.
 - d. If Lessor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Lessor considers exempt from production under the RTKL, Lessor must notify Lessee and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Lessor, explaining why the requested material is exempt from public disclosure under the RTKL.
 - e. Lessee will rely upon the written statement from Lessor in denying a RTKL request for the Requested Information unless Lessee determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should Lessee determine that the Requested Information is clearly not exempt from disclosure, Lessor shall provide the Requested Information within five (5) business days of receipt of written notification of Lessee's determination.
 - f. If Lessor fails to provide the Requested Information within the time period required by these provisions, Lessor shall indemnify and hold Lessee harmless from any damages, penalties, costs, detriment or harm that Lessee may incur as a result of Lessor's failure, including any statutory damages assessed against Lessee.
 - g. Lessee will reimburse Lessor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
 - h. Lessor may file a legal challenge to any Lessee decision to release a record to the public with the Office of Open Records, or in the Pennsylvania courts; however, Lessor shall indemnify Lessee for any legal expenses incurred by Lessee as a result of such a challenge and shall hold Lessee harmless from any damages, penalties, costs, detriment or harm that Lessee may incur as a result of Lessor's failure, including any statutory damages assessed against Lessee, regardless of the outcome of such legal challenge. As between the parties, Lessor agrees to waive all rights or remedies that may be available to it as a result of Lessee's disclosure of Requested Information pursuant to the RTKL.
 - i. Lessor's duties relating to the RTKL are continuing duties that survive the expiration of this Lease and shall continue as long as Lessor has Requested Information in its possession.
32. **Payment of Prevailing Minimum Wages.** Lessor and Lessor's contractor(s) must comply with the following conditions, provisions and requirements in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises:
- a. Lessor and Lessor's contractors shall pay at least the wage rates as determined by the Secretary of the Pennsylvania Department of Labor and Industry and shall

comply with the conditions of the *Prevailing Wage Act of August 15, 1961, 43 P.S. § 165-1 et seq.*, and the regulations issued thereto, to assure the full and proper payment of the rates.

- b. Workers in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises shall be paid at least the general prevailing minimum wage rates as set forth in the prevailing minimum wage predetermination, issued by the Secretary of Labor and Industry, attached hereto and marked as **Exhibit 4**.
- c. These requirements apply to work performed in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises by Lessor, Lessor's contractor(s) and all subcontractors.
- d. Lessor shall insert in all its contracts for the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises and shall require the contractor(s) to insert in each of its subcontracts the stipulations contained in these provisions.
- e. No workers may be employed in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises except in accordance with the classifications in the prevailing minimum wage predetermination of the Secretary. If additional or different classifications are necessary, Lessor shall request the Department of General Services to petition the Secretary of Labor and Industry for rates for additional or different classifications.
- f. Workers employed or working in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises shall be paid unconditionally, regardless of whether a contractual relationship exists or the nature of a contractual relationship which may be alleged to exist between a contractor, subcontractor and worker, at least once a week, without deduction or rebate, on any account, either directly or indirectly except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the lease, the *Prevailing Wage Act* or the regulations promulgated pursuant to the Act prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to a worker on a public work.
- g. Lessor shall require its contractor(s) and each subcontractor to post for the entire period of the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the work and at the places used by them to pay workers their wages. The posted notice of wage rates shall contain the following information:
 - i. The name of project.
 - ii. The name of the Commonwealth agency that will be the tenant in the facility.
 - iii. The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - iv. The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.

- v. A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor or subcontractor are not complying with the act or this title, they may file a protest in writing with the Secretary of Labor and Industry within 3 months of the date of the occurrence, objecting to the payment to a contractor to the extent of the amount due or to become due to them as wages for work performed on the public work project. A worker paid less than the rate specified in the contract shall have a civil right to action for the difference between the wage paid and the wages stipulated in the contract, which right of action shall be exercised within 6 months from the occurrence of the event creating the right.
- h. Lessor shall require its contractor(s) and each subcontractor to keep an accurate record showing the name, craft or classification, number of hours worked per day and the actual hourly rate of wage paid, including employee benefits, to each worker employed by him in connection with the public work. The record shall include deductions from each worker. The record shall be preserved for 2 years from the date of payment and shall be open at reasonable hours to the inspection of the Department of General Services and the Department of Labor and Industry.
- i. Apprentices shall be limited to numbers in accordance with a bona fide apprenticeship program registered with and approved by The Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with *The Apprenticeship and Training Act (43 P.S. §§ 90.1-90.10)*, approved July 14, 1961, and the regulations issued thereto shall be employed on the public work project. A worker using the tools of a craft who does not qualify as an apprentice within this Paragraph shall be paid the rate predetermined for journeymen in that particular craft or classification.
- j. Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor and Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.
- k. Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the *Prevailing Wage Act* and the Lease, regardless of the average hourly earnings resulting therefrom.
- l. Lessor shall require its contractor(s) and each subcontractor to file a statement each week and a final statement at the conclusion of the work on the contract under oath, and in form satisfactory to the Secretary, certifying that workers have been paid wages in strict conformity with the provisions of the contract as prescribed by this provision or if wages remain unpaid to set forth the amount of wages due and owing to each worker respectively.
- m. The provisions of the *Prevailing Wage Act (43 P.S. §§ 165-1 through 165-17)* and the regulations issued thereto (*34 Pa. Code §§ 9.101 through 9.112*) are incorporated by reference in the Lease.
- n. As used in this Paragraph, "substantial rehabilitation" is the conversion or adaptation of an existing facility into a safe, structurally sound building, by gutting and extensive re-construction, to make the building suitable for use by Lessee.

- o. As used in this Paragraph, "substantial alterations" are those alterations to an existing facility by Lessor in accordance with the specifications, plans, or drawings contained in the Lease or where the final plans, drawings or specifications must be reviewed and approved by Lessee.

33. **Accessibility to the Premises by Individuals With Disabilities.** For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth.

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C. F. R. § 35.130, and all other regulations promulgated under *Title II of the Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of this Paragraph.

34. **Contractor Integrity Provisions.** The word "contractor" as used herein shall refer to Lessor. It is essential that those who seek to contract with the Commonwealth observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
- c. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
- d. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.

- e. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
- f. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
- g. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
- h. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- i. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - i. Approved in writing by the Commonwealth prior to its disclosure; or
 - ii. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - iii. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - iv. Necessary for purposes of Contractor's internal assessment and review; or
 - v. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - vi. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
 - vii. Otherwise required by law.
- j. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify

the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- i. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- ii. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (i) obtaining;
 - (ii) attempting to obtain; or
 - (iii) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- iii. Violation of federal or state antitrust statutes.
- iv. Violation of any federal or state law regulating campaign contributions.
- v. Violation of any federal or state environmental law.
- vi. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- vii. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S.1 et seq.*
- viii. Violation of any federal or state law prohibiting discrimination in employment.
- ix. Debarment by any agency or department of the federal government or by any other state.
- x. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- k. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - i. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or

- ii. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- I. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- m. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
- n. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
- o. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
- p. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- q. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph.

- i. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
- ii. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
- iii. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- iv. "Financial interest" means:
 - (i) Ownership of more than a five percent interest in any business; or
 - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- xi. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.
- xii. "Immediate family" means a spouse and any unemancipated child.
- xiii. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- xiv. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

34. **Contractor Responsibility Provisions.** For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth. It shall be understood that the word "Contractor" as used herein shall refer to Lessor.

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services
 Office of Chief Counsel
 603 North Office Building
 Harrisburg, PA 17125
 Telephone No: (717) 783-6472
 FAX No: (717) 787-9138

35. **Offset Provisions.** The word "Contractor" as used herein shall refer to Lessor. The Contractor agrees that the Commonwealth of Pennsylvania (the "Commonwealth") may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
36. **Nondiscrimination/Sexual Harassment Clause.** The word "Contractor" as used herein shall refer to Lessor. The Contractor agrees:

- a. In the hiring of any employee(s) for the performance of work, or any other activity required under the contract, or any subcontract, subcontract, the Contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
 - c. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
 - d. The Contractor and any subcontractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
 - e. The Contractor and each subcontractor shall furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities ("BSBO") for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the BSBO.
 - f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
 - g. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place Contractor in the Contractor Responsibility File.
37. **Notice.** Any notice or demand from Lessee to Lessor or from Lessor to Lessee shall be in writing and shall be delivered by hand or by deposit in United States mail, postage prepaid, via registered or certified mail. If the Notice is to the Lessor, it should be placed in an envelope addressed to the attention of the Lessor Contact identified on the Lease Cover Sheet. If the Notice is to the Lessee, it should be placed in an envelope addressed to the attention of:

Director
 Bureau of Real Estate
 Department of General Services
 503 North Office Building
 Harrisburg, Pennsylvania 17125

37. **Events of Default.** Any one or more of the following events shall constitute an "Event of Default":

- a. Failure of Lessor to provide the services as stipulated in this Lease without disruption or interruption.
- b. Failure of Lessor to maintain the Premises in a safe and tenantable condition.
- c. Failure of Lessor to provide peaceful and uninterrupted possession of the Premises by Lessee.
- d. Failure of Lessor to perform or observe any obligations set forth in this Lease.
- e. Failure of Lessor to notify Lessee of Lease Assignments prior to receiving Lessee's written approval to assign the Lease.
- f. Failure of Lessor to perform or observe any of the other covenants, terms or conditions contained in this Lease within thirty (30) days after written notice by Lessee.

38. **Remedies of Lessee.** Upon the occurrence and continuance of an Event of Default by Lessor, Lessee may, after giving Lessor thirty (30) days' written notice, except as modified as forth herein, exercise one or more of the following remedies:

- a. If any Event of Default by Lessor results in a material disruption in Lessee's business operations at the Premises of longer than twenty four (24) hours and Lessee notified Lessor of the material disruption in Lessee's business operation with a request to cure within a shorter time period of thirty (30) days as to ensure that Lessee does not continue to experience disruption in their business operations and Lessor fails to cure within any such shorter time period stated in said notice, then Lessee may cure, with written notice to the Lessor, the Event of Default, which is a material disruption in Lessee's business operations, at Lessor's sole cost and expense.
 - i. Lessor shall reimburse Lessee for their reasonable costs and expenses, including but not limited to costs incurred due to a temporary move of Lessee, in connection with Lessee curing the Event of Default together with interest on the amount of such costs and expenses, including but not limited to costs incurred for any and all temporary relocation(s), as a result of the Event of Default, of Lessee, at a rate of ten percent (10%) per annum from the date such costs and expenses were incurred.
 - ii. Such reimbursement shall be made within ten (10) days after Lessor receives an invoice from Lessee detailing the costs and expenses of the cure.
 - iii. If Lessor fails to pay the Lessee the full amount, as evidenced in the invoice from Lessee, within ten (10) days after receipt of the invoice, then Lessee shall have the right to set off the full amount due to Lessee against the Rent.
 - iv. Lessor shall continue to be liable to Lessee for any amounts Lessee elects not to offset against Rent.
- b. If an Event of Default poses a risk of material injury or damage to persons or property, and a cure is reasonably necessary to prevent material injury or damage to persons or property, and Lessee so notifies Lessor of this risk and the necessity to cure within a shorter time period of thirty (30) days, and Lessor fails to commence its cure within any such shorter time period stated in said notice to prevent material injury or damage, then Lessee may, after written notice to Lessor, cure the Event of Default which poses a risk of material injury or damage to persons or property.

- i. Lessor shall reimburse Lessee for their reasonable costs and expenses, including but not limited to costs incurred due to a temporary move of Lessee, in connection with Lessee curing the Event of Default together with interest on the amount of such costs and expenses, including but not limited to costs incurred for any and all temporary relocation(s), as a result of the Event of Default, of Lessee, at a rate of ten percent (10%) per annum from the date such costs and expenses were incurred.
 - ii. Such reimbursement shall be made within ten (10) days after Lessor receives an invoice from Lessee detailing the costs and expenses of the cure.
 - iii. If Lessor fails to pay the Lessee the full amount, as evidenced in the invoice from Lessee, within ten (10) days after receipt of the invoice, then Lessee shall have the right to set off the full amount due to Lessee against the Rent.
 - iv. Lessor shall continue to be liable to Lessee for any amounts Lessee elects not to offset against Rent.
- c. Lessee shall not be liable to Lessor for the manner in which Lessee performs Lessor's obligations under this Paragraph, and Lessor releases Lessee of any liability of any nature related to such performance.
 - d. Lessee's performance of a Lessor obligation under this Paragraph shall not relieve Lessor from thereafter performing that obligation.
 - e. Terminate this Lease and the tenancy created hereby.
 - f. Abate payment of Rent as long as the Event of Default remains in effect. After corrective action has been completed by Lessor, Lessee shall pay Lessor the withheld Rent less any costs and expenses, including but not limited to, costs incurred for any and all temporary relocation(s) of Lessee, as a result of the Event of Default suffered by Lessee.
 - g. The thirty (30) day notice requirement imposed by Lessee in this Paragraph does not apply where the Event of Default results in Lessee's vacating the Premises. In such an event, the Lessor's thirty (30) day period to cure begins immediately upon the occurrence of the Event of Default notwithstanding that Lessor's written default notice may be sent subsequent to the occurrence of the Event of Default.
 - h. Notwithstanding the last sentence of this Paragraph, Lessee, in its sole discretion, may immediately and permanently abate Rent for the period Lessee is constructively evicted from the Premises.
 - i. Notwithstanding any other provision of this Lease, Lessee in its sole discretion may terminate this Lease and the tenancy created hereby in the event there are three or more Events of Default within any three-hundred sixty-five (365) day period, regardless of whether Lessor cures the defaults in accordance with this Paragraph.
 - j. The remedies of Lessee set forth in this Paragraph shall be in addition to all other remedies available at law or equity to Lessee for any default by Lessor under this Lease.

39. **No Waiver of Rights.** The failure by Lessee to require performance of any provision of this Lease shall not affect Lessee's right to require performance at any time thereafter. Further, a

waiver of any breach or default of this Lease shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

40. **Disputes.**

- a. In the event of a controversy or claim arising from the Lease,
 - i. Lessor shall, within six (6) months after the cause of action accrues, file a written claim with the Director of the Bureau of Real Estate, Department of General Services, for a determination. The claim shall state all grounds upon which Lessor asserts a dispute exists.
 - ii. If Lessor fails to file a claim or files an untimely claim, Lessor acknowledges and agrees that they have waived their right to assert a claim in any forum.
- b. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
 - i. If Lessor or the Director of the Bureau of Real Estate requests mediation and the other party agrees, the Director of the Bureau of Real Estate shall promptly make arrangements for mediation.
 - ii. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required one hundred twenty (120) days after receipt of the claim if mediation is unsuccessful.
- c. If mediation is not agreed to or if a resolution is not reached through mediation, the Director of the Bureau of Real Estate shall review any timely-filed claim and issue a final determination, in writing, regarding the claim.
- d. The final determination shall be issued within one hundred twenty (120) days of the receipt of the claim, unless extended by consent of Lessee and the Lessor. The Director of the Bureau of Real Estate shall send his/her written determination to Lessor.
 - i. If the Director of the Bureau of Real Estate fails to issue a final determination within one hundred twenty (120) days (unless extended by consent of the parties), the claim shall be deemed denied.
 - ii. The determination of the Director of the Bureau of Real Estate shall be the final order of the Department of General Services.
- e. Within fifteen (15) days of the mailing date of the determination denying a claim, or within one hundred thirty five (135) days of filing a claim, if no extension is agreed to by the parties, whichever occurs first, Lessor may file a statement of claim with the Commonwealth Board of Claims.
- f. Pending a final judicial resolution of a controversy or claim, Lessor shall proceed diligently with the performance of this Lease in a manner consistent with the determination of the Director of the Bureau of Real Estate.
- g. Notwithstanding anything herein to the contrary, Lessee expressly reserves its rights to file any claim against Lessor in any forum of their choice including, but not limited to, the Commonwealth Board of Claims, Commonwealth Court, Dauphin County, or

any other county court, and the U.S. District Court for the Middle District of Pennsylvania.

41. **Attachments and Exhibits Part of Lease.** Included in and made a part of this Lease, with the same force and effect as though fully set forth in this Lease are the following attached Attachments and Exhibits:

ATTACHMENTS:

Attachment A – Lease Standard Terms and Conditions

Exhibit 1 – Acceptance of Leased Premises Inspection Report

Exhibit 2 – Consent Form

Exhibit 3 -- Asbestos Certification

Exhibit 4 -- Prevailing Minimum Wages

Attachment B –Commonwealth of Pennsylvania Standard Building Specifications

Attachment C –Commonwealth of Pennsylvania Using Agency Building Specifications

42. **Modifications to the Lease.** This Lease may not be modified orally and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to this Lease. Any and all modifications to the Lease must be done by Lease Amendment that is signed by both parties and approved by the Board of Commissioners of Public Grounds and Buildings, the Secretary of the Department of General Services, or via Consent Form.
43. **Interpretation.** This Lease shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
44. **Review of Lease.** The parties acknowledge that each party and its respective counsel have reviewed this Lease and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Lease or any amendment or Exhibits hereto.
45. **Execution.** Lessor agrees and acknowledges that this Lease is subject to final execution by the Secretary of the Department of General Services and approval by the Board of Commissioners of Public Grounds and Buildings.
46. **Time is of the Essence.** Time is of the essence of all provisions of the Lease, including all Notice Provisions, to be performed by or on behalf of Lessor and Lessee.
47. **Binding Successors and Assigns.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective successors and permitted assigns of the parties.
48. **Survival.** The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to, or which may continue to accrue, after the expiration of or early termination of this Lease.
49. **Conflict Between Lease Terms and Conditions and Specifications.** To the extent that there are any conflicts among the Lease Cover Sheet, these **Attachment A** Lease Standard Terms and Conditions, the Commonwealth of Pennsylvania Standard Building Specifications set forth in **Attachment B**, and/or the Commonwealth of Pennsylvania Using Agency Building Specifications set forth in **Attachment C**, Lessor shall maintain/construct the Premises in accordance with the most stringent standard.

50. **Integration.** This Lease, including all referenced Attachments and Exhibits, constitutes the entire agreement between the parties. No agent, representative, employee, or officer of Lessor or Lessee has the authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with this Lease, which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Lease. No modifications, alterations, changes, or waiver to this Lease or any of its terms shall be valid or binding unless accomplished by a written amendment or Consent Form signed by both parties, consistent with Paragraph 41, "Attachments and Exhibits Part of Lease" and Paragraph 42, "Modifications to the Lease".

EXHIBIT 1

Acceptance of Leased Premises and/or Renovations Inspection
Report (GSRR-42-N (08-13))

ACCEPTANCE OF LEASED PREMISES AND/OR RENOVATIONS
INSPECTION REPORT
EXHIBIT "1"

LESSOR: _____
(NAME)

(STREET) (CITY) (COUNTY)

LOCATION: _____
(STREET) (CITY) (COUNTY)

USING AGENCY: _____
(DEPARTMENT) (BUREAU)

This is to certify that I have visually inspected the above premises on _____
(DATE)

and find that the premises are built and/or renovated in accordance with the requirements of

Lease _____,
(LEASE #)

with the exception of the following items:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

(Additional items on attached sheet, if necessary)

The _____ hereby accepts the above premises for occupancy
(USING AGENCY)
effective _____ and approves the _____ New Construction _____ Renovations
(ACCEPTANCE DATE)

excepting the above items numbered _____

Further, _____ agrees that _____
(USING AGENCY) (ACCEPTANCE DATE)

is to be the effective date of occupancy; that the rental for the above mentioned property shall commence on that date, that the lease term, upon the execution of this document by all parties, shall extend for _____ years from the acceptance date; with any option terms provided for in the lease being adjusted accordingly.

(USING AGENCY'S REPRESENTATIVE)

(TITLE)

(USING AGENCY)

I understand and agree to the foregoing and I certify, as lessor of the above referenced premises, that completion of the excepted items as stated herein shall be no later than _____. I also acknowledge and agree that, should I fail to complete any of those items within the above time frame, then the (USING AGENCY) _____ may at its discretion withhold rental payments.

I hereby agree to the adjustment in the lease and option terms described above.

(LESSOR)

Copy to DGS _____
DATE

Copy to Treasury _____
DATE

EXHIBIT 2

Leasehold Improvement Consent Form

EXHIBIT "2"
CONSENT FORM

SPC NO.

LEASE #

LESSOR:

LESSEE:

Property
Address:

The LESSOR of the above-referenced property hereby consents and otherwise authorizes the LESSEE to make leasehold improvements to the leased premises as per attached plans and specifications.

The total cost of the leasehold improvements is estimated at \$ _____ and this cost will be borne in full by the LESSEE.

The LESSOR understands and agrees that the items installed by LESSEE shall remain the property of the Commonwealth and non-fixture items may be removed by the LESSEE provided that the leased premises are restored to their original condition, ordinary wear and tear excepted.

The LESSOR, through its duly authorized officers, hereby executes this consent form this _____ day of _____, 20____. Individual and/or Partnership

Witness

Lessor

Corporation

Lessor - Corporate Name

Secretary/Treasurer

President/Vice President

"FOR DGS USE ONLY"

Reviewed By: _____ Date

- Approved
 - Disapproved
- (See Attached)

EXHIBIT 3

Asbestos Certification

ASBESTOS CERTIFICATE
Exhibit "3"

1. LESSOR certifies that an asbestos survey has been completed relative to the entire building in which the space is located in accordance with the following criteria:

a. Building(s) must be inspected by PAL&I-certified inspector(s), each with a minimum of one (1) year experience in conducting building inspections for asbestos-containing materials (ACM).

b. Samples must be collected and analyzed in numbers no less stringent than AHERA guidelines.

c. Sample analysis must be performed by laboratory(ies) accredited under the NVLAP program for asbestos bulk sample analysis.

d. All suspect materials must be analyzed for asbestos, except for the following:

- 1. Roofing materials**
- 2. Undamaged firedoors**
- 3. Exterior siding**

e. Suspect materials not analyzed must be reported as "assumed-ACM".

f. Physical and hazard assessments of all ACM and assumed-ACM must be performed by PAL&I-certified management planner(s), each with a minimum of one year experience in preparing management plans for ACM in buildings.

Two complete copies of the management plan, including a completed Table C-1, must be submitted to LESSEE for review prior to the issuance of a LEASE. The management plan must include copies of all bulk sample analysis results, floor plans or diagrams indicating the location of all ACM and assumed-ACM, and explicit recommendations for each area of ACM found or assumed. Table C-1 must list all materials tested or assumed, regardless of the results. For materials verified by laboratory analysis to be non-ACM, only the first four (4) columns of Table C-1 must be completed.

2. LESSOR agrees that any and all recommendations made by the professional preparing the above management plan to repair, remove, encapsulate, or otherwise abate any or all ACM or assumed-ACM in the building(s) will be completed prior to occupancy by LESSEE. As a minimum requirement, all ACM or assumed-ACM with any degree of

damage must be restored to an undamaged condition prior to occupancy of the PREMISES by LESSEE. LESSEE will not be responsible for any expenses incurred in complying with the recommended actions, or for LEASE payments prior to occupancy. This work must be completed in accordance with the following criteria:

a. LESSOR will notify LESSEE of all asbestos-related work, in writing, at least twenty (20) days prior to commencement of such work. When responding to emergency situation, notification to the LESSEE must occur as soon as possible, but no later than 12 hours after commencement of the work.

b. Abatement contractor must be PAL&I-certified as a contractor and have a minimum of two (2) years experience in performing asbestos abatement work.

c. Workers must be PAL&I-certified as asbestos abatement workers.

d. Workers must be supervised by a PAL&I-certified abatement supervisor with a minimum of one (1) year experience in asbestos abatement.

e. The services of an independent consulting firm must be retained during the course of abatement to monitor the contractor's performance, conduct air monitoring both inside and outside of critical barriers each day abatement is conducted, and conduct clearance testing.

f. Daily air monitoring will consist of collecting a minimum of two (2) samples inside, and two (2) outside, each individual work area. Sample volume must exceed 1800 liters and analysis should be by phase contrast microscopy using NIOSH 7400 performed by an AIHA-accredited laboratory. Analysis results greater than or equal to .01 fibers per cubic centimeter for samples collected outside of the critical barriers will require prompt action on the part of the LESSOR, at the LESSOR'S sole cost, to protect LESSEE'S employees health and safety.

g. For clearance testing of projects involving the disturbance of a quantity of ACM or assumed-ACM less than or equal to 160 square feet of 260 linear feet, five (5) samples must be collected and analyzed by phase contrast microscopy using NIOSH 7400 performed by an AIHA-accredited laboratory. The volume of each sample must exceed 1800 liters. Analysis results greater than or equal to .01 fibers per cubic centimeter for any of the samples will result in failure of the testing, and will require recleaning until all five (5) sample results are less than .01 fibers per cubic centimeter.

h. For clearance testing of projects involving the disturbance of a quantity of ACM or assumed-ACM greater than 160 square feet of 260 linear feet, the guidelines of 40 CFR Part 763, Subpart E, Appendix A, Section IV (Mandatory Interpretation of Transmission Electron Microscopy Results to Determine Completion of Response Actions) shall apply.

i. Verbal results of clearance monitoring following abatement must be provided to LESSEE prior to removal of primary barriers. In addition, copies of all air monitoring results and hygienist's reports must be delivered to LESSEE within thirty (30) days following completion of any abatement action.

This work must be completed, and written certification by the LESSOR'S consultant provided, within thirty (30) days prior to the date LESSEE would otherwise take possession of the PREMISES. LESSEE may elect to terminate this LEASE by written notice to the LESSOR if these requirements are not met.

3. LESSOR further agrees that during the period of time that the building(s) contains damaged ACM or damaged assumed-ACM in any form, air monitoring will be conducted at approximately one (1) month intervals, at the LESSOR'S sole expense. Air monitoring shall begin within seventy two (72) hours following discovery by, or notification to, the LESSOR that damaged ACM or damaged assumed-ACM exists. One sample for each 10,000 square feet of floor area must be collected, with a minimum of three (3) samples collected and analyzed per air monitoring interval. Sample volume must exceed 1800 liters and analysis should be by phase contrast microscopy using NIOSH 7400 or equivalent performed by an AIHA-accredited laboratory. Verbal results of air monitoring must be provided to LESSEE within forty eight (48) hours of the laboratory's notification to the LESSOR, with copies of the written laboratory report to follow within fifteen (15) days. Analysis results greater than or equal to .01 fibers per cubic centimeter in any sample will require action, within forty eight (48) hours, on the part of the LESSOR and at the LESSOR'S sole cost, to protect LESSEE'S employees by undertaking during non-working hours the following:

a. Repair all damaged ACM and damaged assumed-ACM, and remove all debris suspected of containing asbestos.

b. Remove and replace damaged ACM and damaged assumed-ACM with other appropriate building materials and restore the building to a safe condition, or

c. Encapsulate, enclose, encase, or other appropriate containment method on the damaged ACM and damaged assumed-ACM.

This work must be completed in compliance with the criteria listed in Section 2. In addition to the LESSOR'S testing responsibility, LESSEE retains the right to collect any samples and conduct any testing.

Regardless of air monitoring results, all damaged ACM and damaged assumed-ACM must be repaired to abated within sixty (60) days from the date of discovery by, or notification to, the LESSOR. If the required repairs or abatement is not completed within this time period, LESSEE may either terminate this LEASE immediately without prior notice, or make any changes, repairs, and alterations LESSEE deems necessary to protect the health and safety of its employees.

4. LESSEE shall be entitled to claim from LESSOR all consequential damages arising out of LESSOR'S breach of warranty and representations contained in this Exhibit. Furthermore, if LESSEE or its agents repair or abate ACM and assumed-ACM pursuant to this Exhibit, LESSOR shall reimburse LESSEE, within fifteen (15) days, for all costs and expenses associated therewith, including, but not limited to costs of repair, abatement and disposal of ACM and assumed-ACM, costs of restoration, costs of air quality and materials testing and analysis, relocation and incremental rental expenses, and related fees of consultants and experts.

LESSOR agrees to abide by all applicable Federal, State, and Local regulations. LESSOR further agrees to protect, indemnify and save harmless LESSEE from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, claims, demands or judgments of any nature arising from any injuries to, or death of any person growing out of or connected with the presence of asbestos in the demised PREMISES.

EXHIBIT 4

Prevailing Minimum Wages