

REQUEST FOR PROPOSAL

BY THE

STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION

FOR THE LEASING OF A GARAGE/STORAGE BUILDING FOR STATE  
FLEET VEHICLES

TO BE OCCUPIED BY THE DIVISION OF ENTERPRISE OPERATIONS

THE FACILITY MUST BE LOCATED IN OR NEAR THE CITY OR TOWN OF  
MADISON

DESIRED OCCUPANCY DATE: AUGUST 1, 2013

For information regarding this proposal contact

Bill Peterson  
Section Chief, Bureau of Space Management and Occupancy  
at (608) 266-8183  
Or [Bill.Peterson@wisconsin.gov](mailto:Bill.Peterson@wisconsin.gov)

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## I. GENERAL INFORMATION

### INTRODUCTION AND BACKGROUND

The State of Wisconsin is seeking to lease a garage and back-office space for use as fleet operations for the Division of Enterprise Operations (DEO) which is part of the Department of Administration. DEO manages the State Fleet for most state agencies. The facility must be located in or near the City or Town of Madison.

### CONTRACTING AGENCY

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

### CLARIFICATION OF SPECIFICATIONS

All requests for additional background or technical information will be directed to Bill Peterson (608) 266-8123. Fax (608) 267-0200. (E-mail: [Bill.Peterson@wisconsin.gov](mailto:Bill.Peterson@wisconsin.gov))

**Note:** This is not a fixed bid proposal and all items are subject to further negotiations by either party.

### INCURRING COSTS

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

### RESPONSE SUBMISSION

Proposers are required to utilize attached "Proposer Response Sheet."

The proposal package, including five copies of each proposal, must be delivered to:

Bill Peterson  
State of Wisconsin, DOA  
Division of Facilities Management  
101 E. Wilson St., 7<sup>th</sup> Floor  
P.O. Box 7866  
Madison, WI 53707-7866

**All responses must be received by DOA no later than 2:00 p.m.  
February 11, 2013**

For a tour of the current facility, proposers can call Tom Bowers at Central Fleet, 608-266-0793 or [tom.bowers@wisconsin.gov](mailto:tom.bowers@wisconsin.gov)

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

## **II. SUBMITTAL REQUIREMENTS and AWARD PROCESS**

The following is a TENTATIVE schedule of events regarding this RFP:

RFP Posting	January 14, 2013
Proposals due	February 11, 2013
Selection and lease negotiations	February 11 – March 4, 2013
Submission to Building Commission agenda	March 22 2013
Building Commission approval	April 24, 2013
Building available for occupancy	July 15, 2013
Lease commencement	August 1, 2013

**This is not a fixed bid proposal and all items are subject to further negotiations by either party.**

All proposals submitted in response to this RFP will be evaluated by the State Department of Administration, Division of Facilities Management, and Division of Enterprise Operations. The selection will be based on criteria which best meets the needs of the Department and may not necessarily be the lowest cost proposal.

If Lessor engages a broker representative, Lessor shall pay any and all commissions.

The proposer shall comply with prevailing wage requirements of Article 103.49 of the Wisconsin Statutes if the cost of construction is greater than \$100,000 and more than one trade is required to complete the entire project; if a single-trade project, the cost of construction must be \$48,000 or more. For additional information regarding how to apply for the determination of Prevailing Wage, see [www.dwd.state.wi.us](http://www.dwd.state.wi.us)

### **Submittal Requirements:**

It is mandatory that all proposers utilize the attached “Proposer Response Sheet” and include the specific information, plans/drawings, and specifications in PDF form, and schedules required for your response, which shall include **five (5)** copies of the following:

- A. Existing site plan and available public transportation options. Site plan should also include how the site can accommodate the parking needs specific to Fleet as defined below in Section III.
- B. Floor plan at 1/8” scale showing walls, doors, windows, dimensions, etc.
- C. Drawings or written information necessary to explain the building components, (structural framing, walls, roof system, insulation, etc.)
- D. Indicate deficiencies in the proposed site and address how deficiencies will be resolved through tenant improvement allowance or other construction.

- E. A construction schedule designed to meet the required commencement date.
- F. Fully complete a "Proposer Response Sheet" and supply documentation, if available, supporting each of the cost elements other than the base building rate.

### **III. PROGRAM REQUIREMENTS and EVALUATION CRITERIA**

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

The current DOA Motor Pool Fleet (DOA Fleet) operation is located at 201 S. Dickinson Street, Madison. DOA Fleet consists of approximately 200 cars, mini-vans, and light trucks. These vehicles are rented on a daily basis. General space needs are as follows, with more specific needs outlined below:

Site should hold a total of 260 vehicles

- 60 vehicles inside a heated (50 degrees) garage
- 60 vehicles under cover
- 80 vehicles stored outside
- 60 parking stalls for clients private vehicles
- Garage should contain customer service area, restrooms for customers, 4-bay vehicle service area, single-car car wash, office space

#### **I. Lease Terms and Conditions**

1. **Lease Rate Conditions**: The modified gross rental rate and amount of rentable square footage based upon a 3 year or less lease term. Rate should be net of snow removal. Snow removal will be contracted for separately. Utilities will be included in the rental rate, though separately metered and reconciled at year end.
2. **Occupancy Date**: Timeline for completion of build-out and occupancy certificate is July 15, 2013.
3. **Lease Commencement Date**: August 1, 2013.

#### **II. Locational Attributes and Site Information**

1. The site location will be within a geographic area that is within the City or Town of Madison as per the boundaries below:
  - a. Site will be east of the intersection of Highway 12/18 and Midvale Boulevard.
  - b. Site will be west of Highways 39/90/94.

- c. Site will include the north and south side of Highway 12/14/18 (The Beltline) between the intersections defined in a. and b.
  - d. Site will include everything south of, traveling west to east, University Avenue, E. Johnson Street, to Sherman Avenue to the north border of Dane County Airport.
2. The site should be within a 15 minute drive of the Capitol.
  3. A bus line must be within proximity of the location, with an accessible sidewalk route to the building.
  4. Access to a bicycle path.
  5. Access to major roads and easily located with minimal turns.
  6. Either State owned fiber service; AT&T or Charter fiber services must exist in the proposed building location. If AT&T, Charter, or State owned fiber does not already exist, the proposer must include installing innerduct with pull string from the POP (Telecommunication's Point of Penetration) to the location where the tenant's data equipment will be located.

### III. Facility Details and Layout

The Proposals will be evaluated on: *Flexibility of the Site, Quality and Flexibility of Building, Safety and Accessibility by clients, and Parking*. Those proposers who can provide parking requirements as outlined below will be given the maximum number of points. However, DOA may accept different combinations of parked cars under cover or on the site as long as minimum requirements are met.

#### 1. Flexibility of The Site

Current DOA Fleet is approximately 200 cars, mini vans, and light trucks. The new site should house 260 vehicles and allow for easy flow of vehicles. While 60 vehicles should be accommodated in a heated garage as described below, the site should accommodate the balance. Another 60 vehicles should be stored under cover and out of the elements, though this covered storage does not need to have full walls or doors. The remaining 80 fleet vehicles can be stored outside along with the 60 private vehicles of State employees using Fleet vehicles. The site should be paved (no gravel) and well-lit.

#### 2. Quality and Flexibility of the Building

- A. The building must allow for the parking and easy flow of up to 60 vehicles per day moving in and out of a temperature controlled garage (minimum 50 degrees). The vehicles can be stacked or "double-parked". A requirement of 25 feet of circulation space is needed for indoor car storage. (A 70' x 10' lane will hold 4 cars or 3 vans plus circulation).
- B. The building should have a minimum of two (2) ten foot high overhead garage doors. The doors should be automatic motion-activated quick open and be able to open and close multiple times daily.
- C. Four service bays are required for servicing fleet vehicles. Overhead clearance in this area must be 13'5" to accommodate vehicle lifts. Fleet will be relocating 3 or 4 hydraulic vehicle lifts to the selected location

unless a location is proposed with existing lifts. Vehicle service includes belt/hose change, oil change, tire rotation and tire change. An automotive exhaust system should be provided as well as used motor oil storage container piped to the outside to facilitate clean out. There is a possibility that the existing used oil system from the existing facility can be reused.

- D. The building should also be able to accommodate an air compressor enclosure proximate to the service bays to house the air compressor. As the compressor is noisy, a separate enclosure is desired.
- E. An indoor car washing station with floor drain to accommodate large quantities of water as up to 60 cars per day are washed.

### 3. Safety and Accessibility Requirements

- A. There must be building security and exterior security lighting to allow for safe occupancy by staff and visitors during non-standard hours.
- B. All areas of the premises, the applicable common areas, and entrances and exits serving the premises, shall meet all requirements of handicapped accessibility, health, and safety standards in compliance with and in accordance with Wisconsin Administrative Code SPS 361.05 and International Building Code 1101.2 and Americans with Disabilities Act guidelines (ADAAG). The ADAAG guidelines will take precedence over state building codes Chapter 52.04, except when such state codes shall be equal to or exceed specifications in ADAAG.

### 4. Parking

Up to 60 parking spaces for private vehicle parking including the required ADA spaces, are required. These parking spaces do not need to be covered.

#### **IV. STATE BUILDING COMMISSION APPROVAL**

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

1. State of Wisconsin Building Commission policies require compatibility with local, jurisdictional governments in their long-range planning, economic development and zoning efforts. Failure to consider local zoning and municipal planning efforts and address and reflect them in your proposal may lead to disqualification.
2. The State of Wisconsin Building Commission, in the effort to support local government planning, zoning and economic development, will consider recommendations from local officials as to the placement and use of State facilities. Proposer should be aware that local official and community input may be sought by the Building Commission and can be a factor in the approval process. The local and county official support may impact the approval of any project; however their support does not guarantee approval by the State of Wisconsin Building Commission.

## V. GENERAL SPACE REQUIREMENTS

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

### LIST OF AREAS AND SUGGESTED SIZES

<u>Room Type</u>	<u>Number Needed</u>	<u>Suggested Size</u>	<u>Sq. Ft. Total</u>
1. Waiting area/ reception area			75
2. Transaction counter/Customer service			100
3. Open office area		4 @ 64 sf	256
4. Private office		1 @ 120 sf	120
5. Small meeting room/ break room		1 @ 200	200
6. Public rest room		2 @ 200	400
7. Staff restroom and locker-room		2@100	200
8. Specialized Garage needs (not incl. 60 parked cars)			
• tools and parts storage			350
• van seat/tire storage			288
• 4 bay service area			8,100
• Car wash bay			<u>200</u>
	Subtotal		10,289
	Circulation	@ 40%	<u>4,116</u>

APPROXIMATE TOTAL SPACE NEEDED

14,405 square feet.

## VI. SUMMARIZED ROOM REQUIREMENTS

Following is a list by room, highlighting the specialized and/or unique features, fixtures or construction required. It is not necessarily all-inclusive. Please see the CONSTRUCTION and TECHNICAL SPECIFICATIONS section for more details and specifications.

1. **Waiting Area/reception area:** Small space for 2 to 4 people to wait for processing of vehicles. This area is separated by a 7' long by 3' wide transaction counter. Space needed is for two (2) staff members to service customers at the same time. The open office area is located directly proximate to the transaction counter.
2. **Open Office area:** This area needs to hold four 64 square foot systems furniture cubicles. Could be shared with the file room listed below. There should be enough room to contain copier, printer, as well as some filing cabinets.
3. **Private office:** One 120 square foot private office located proximate to garage and open office area.
4. **Small meeting room/combo break room:** Can be located between office and garage area.
5. **Public Restroom:** Two multi-stall ADA compliant restrooms. Can be located close to waiting area/reception though not necessary.
6. **Staff restroom:** One each men's and women's staff restroom; lockers will be moved from existing facility.
7. **Specialized Garage:** Heated garage space is needed to store up to 60 cars which are to be checked out daily. Cars can be parked in-line up to 4 cars or 3 mini-vans deep. Garage space should have two (2) 10 foot high rolling garage doors. The service area does not have to be attached to the garage, however if not, it needs to have an overhead garage door. The garage should also contain the following:
  - 1) **Tool and parts storage** – locking storage room or fenced area.
  - 2) **Tire and van seat storage** – locking storage room or fenced area.
  - 3) **4 bay service area** – Clearance in this area needs to allow for a 13'5 vehicle lift. Should be proximate to air compressor and should contain at least one overhead garage door.
  - 4) **Air compressor enclosure** – an enclosure needs to be provided either inside the garage or proximate to the garage for a 5 HP 80 gallon tank of pressurized air. The enclosure is necessary to mitigate the sound of the compressor. The enclosure requires 3 phase 220 volt power. The ability to run ¾ inch air lines throughout the service bay area to supply the lifts and tire changer station and ports for air lines for the air tools needs to exist at each service bay.
  - 5) **One car wash station** – A separate area where a pressure washing system can be installed by lessee. This area should be equipped with a dedicated 67 gallon fast recovery water heater capable of maintaining 120 degrees and floor drain to accommodate large quantities of water.

**VII**

**PROPOSER RESPONSE SHEET FOR 3 YEAR LEASE**

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

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

- A) Total useable square feet (does not include common area)..... \_\_\_\_\_
- B) Total rentable square feet (includes common area)..... \_\_\_\_\_

**II. RATE CALCULATION:** Per Rentable square footage

Complete the following:

Amounts should be listed as Cost per square foot

- A) Base Building Rate..... \_\_\_\_\_ /sq. ft.
- B) Utility Costs - Heat, air conditioning, water sewer..... \_\_\_\_\_ /sq. ft.
- C) Janitorial Services (Provide Specs)..... \_\_\_\_\_ /sq. ft.
- D) CAM (Includes insurance and full demised premises maintenance and all other facility costs.) ..... \_\_\_\_\_ /sq. ft.
- E) Real Estate Taxes ..... \_\_\_\_\_ /sq. ft.
- Total Gross Rate Offered Per Rentable Square Foot Per Year** ..... \_\_\_\_\_ /sq. ft.  
(Sum of A, B, C, D, and E)
- F) Tenant allowance included in Base Rate, (A) if any ..... \_\_\_\_\_ /sq. ft.
- G) Allowance overage to be paid by the tenant, if any \_\_\_\_\_ /sq. ft.  
Amortized over a term of \_\_\_\_\_ years at and interest rate of \_\_\_\_\_ %.

**III. TERMS AND CONDITIONS:**

- A) Escalator (Describe): \_\_\_\_\_  
(Escalation Factor should only include escalation projections for all variable utility, service and tax costs proposed above. C,D, and E)
- B) Length of Lease: \_\_\_\_\_ years, Renewal Option(s): \_\_\_\_\_
- C) Occupancy Date: \_\_\_\_\_

**IV. SUBMITTED BY:**

_____	_____
Contact Name	Firm Name
_____	_____
Firm Street Address	Firm City, State, Zip
_____	_____
Telephone Number/ Fax Number	Authorized Signature
_____	_____
Proposed Address	Proposed City, State, Zip

**SAMPLE LEASE**

**THIS LEASE**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (the "Lessor"), whose address is \_\_\_\_\_ Street, \_\_\_ City\_\_\_\_\_, \_\_\_ State\_\_\_\_\_ and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (the "Lessee");

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

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

approximately \_\_\_\_\_ square feet of office space in Lessor's building, together with all appurtenances and access to common areas, located at \_\_\_\_\_ in the City of \_\_\_\_\_, Wisconsin (the "Building"), which Premises are further described on Schedules II, III and the Request for Proposal dated \_\_\_\_\_ attached hereto.

2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as office space and garage space for the Department of Administration or such other agency that may be designated by Lessee (collectively, the "Tenant).

3. **TERM.** The lease term hereunder shall begin on \_\_\_\_\_ and end on \_\_\_\_\_.

4. **RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the initial lease term at the following rate: The sum of \_\_\_\_\_ And \_\_\_/100 Dollars (\$00,000.00) per annum, in equal monthly installments of \_\_\_\_\_ And 00/100 Dollars (\$0,000.00). The annual rental rate for the first and each subsequent year of the initial lease term shall be in accordance with the following schedule:

<b>Rental Rate Schedule</b>				
Begin Date	End Date	Base Rent	Reconciled Expenses	Monthly Rent
Year 1				
Year 2				

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

5. **RENEWALS.** This lease may at the the option of the Lessee, be renewed for \_\_\_\_\_ successive \_\_\_\_\_-year periods from and after \_\_\_\_\_, subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided notice be given in writing to the Lessor at least 120 calendar days before the Lease or any renewal thereof would otherwise expire. This lease term, including renewal options as may have been provided for herein, may be extended under mutually agreeable terms, conditions, and rental rate via a letter of addendum. The rental rate for the first and each subsequent year of the renewal lease term shall be in accordance with the following schedule:

Renewal Rental Rate Schedule				
Begin Date	End Date	Base Rent	Reconciled Expenses	Monthly Rent
Year 1				
Year 2				

6. **ASSIGNMENT, SUBLETTING.** The Lessee shall not assign this Lease in any event, and shall not sublet the demised Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors and grantees, and servants of the Lessee, without prior written approval of the Lessor.
7. **COVENANTS OF LESSOR.** Lessor hereby covenants and agrees with Lessee as follows:
- a) Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered

in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions. Lessor shall obtain a certificate of occupancy or any other authorizations required by local ordinance or regulations prior to Lessee's occupancy.

- b) The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
- c) Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.
- d) Lessor shall be responsible for the real estate taxes and any assessments on the Premises.
- e) In connection with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting forth the provisions of the non-discrimination clause.
- f) Lessor is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the annual rent is twenty-five thousand dollars (\$25,000) or more per year and the Lessor employs twenty-five (25) or more employees. The Lessor must have a plan on file or submit a plan

for approval, within fifteen (15) working days after the execution of this Lease, to the Department of Administration, Division of Administrative Services, whose address and phone number are listed at the bottom of the enclosed Form DOA-3269. Instructions and technical assistance in preparing the plan are available from the Department of Administration, Division of Administrative Services and will be forwarded to the Lessor upon presentation of State of Wisconsin Form DOA-3269 attached hereto. Failure to comply with the conditions of this Item may result in the Lease being declared "Null and Void," the Lessor being declared "ineligible," or the withholding of rental payment until such time as the above cited plan is accepted.

- g) The Lessor as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Lessee's occupancy of the Premises such asbestos bearing material is found, and the Lessor has been notified by the Lessee that such asbestos bearing material exists, the Lessor shall within fourteen (14) calendar days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or unencapsulated asbestos bearing material exists, the Lessee may at its option vacate the Premises until such time as the material has been encapsulated or removed to the satisfaction of the Lessee. If the Lessee vacates the Premises during the encapsulation or removal process, the Lessor shall reimburse the Lessee for all move related costs. No rent shall accrue to the Lessor during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee on account of the cancellation of this Lease.

- h) The Lessor attests that space covered by this Lease is not owned by a state public official or state employee as defined in section 19.45, Wisconsin Statutes and Chapter ER-MRS 24 of the Wisconsin Administration Code, nor is the Lessor a business in which a state public official or state employee has any ownership, monetary or fiduciary interest.
8. **COVENANTS OF LESSEE.** Lessee hereby covenants and agrees with Lessor as follows:
- a) Lessee does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
- b) Lessee is responsible for all snow removal costs. Utility costs including water, sewer, electrical and heating fuel are included in monthly rental rate in addition to the base rental rate, however will be reconciled at the end of the first and each lease term.
- c) At the expiration of this Lease or any renewal thereof, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted. It is mutually agreed, in consideration of the rent to be paid and other conditions of this Lease, that the Lessee shall not be responsible for damage to the Premises by fire.
- d) The Tenant will not make or permit anyone to make any alterations, improvements or additions in or to the Premises, without the prior written consent of the Department of Administration, as Lessee and the owner as Lessor.
- e) Lessee agrees that any improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor. Lessee's specialized

equipment or furniture, fixtures and equipment shall remain the property of the Lessee.

9. **INSURANCE.** Lessor agrees to procure and maintain, during the term of this lease, fire and casualty insurance for the building containing the Premises, as well as public liability insurance in the amount of not less than \$1,000,000. Lessor shall provide a certificate of insurance to Lessee evidencing such coverage. Lessee is protected by the State of Wisconsin Self-Funded Liability and Property Programs. Wisconsin Statutes provide funds to pay property and liability claims. In addition, section 895.46 provides that the state will pay judgments taken against state officers or employees for acts carried out while the officers or employees were acting within the scope of their employment. This shall be deemed as evidence of protection for applicable liability claims brought against the state, its officers or employees and damage to property for which the state may be responsible.
10. **MAINTENANCE.** The Lessor shall maintain the Premises in good repair and tenantable condition throughout the term of this Lease, except in case of damage arising from a willful act or the negligence of the Lessee's agents or employees. For the purpose of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.
11. **DAMAGE OR DESTRUCTION.** If the said Premises were wholly destroyed by fire or other casualty this Lease shall immediately terminate. In case of partial destruction or damage so as to render the Premises untenable, either party may terminate the Lease by giving written notice to the other within fifteen (15) calendar days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.
12. **NOTICES.** Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a post paid envelope, addressed to the Lessor at Lessor's last known address, and such notice shall be deemed to be given at the

time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Lessor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Lessee: Section Chief, Bureau of Space Management and  
Occupancy, Division of Facilities Management  
State of Wisconsin  
Department of Administration  
101 E. Wilson Street, 7<sup>th</sup> Floor  
P.O.Box 7866  
Madison, WI 53707-7864

13. **FUNDING.** This Lease is subject to the availability of funds for the payment of rentals in accordance with Article VIII, Section 4 of the Wisconsin Constitution. As a result, the Lease does not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution.
14. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.
15. **HOLDING OVER.** If Lessee holds over after the term hereof, with or without the express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent shall be payable at the rate during the last month of the term hereof. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.
16. **SUBORDINATION.** This Lease shall be subordinate to any and all mortgages hereafter placed against the Premises by Lessor, provided that any such mortgage (or a separate written agreement, in recordable form, from the mortgagee in favor of and delivered to the Lessee) contains provisions to the effect that, so long as this Lease shall remain in force, in any action to foreclose the mortgage, Lessee will not be make

a party defendant, that Lessee's possession of the Premises will not be disturbed and that Lessee's leasehold estate will not be affected, impaired, or terminated by any such action or proceeding or by any judgment, order, sale, or conveyance made or rendered therein or pursuant thereto, so long as (at the time of the commencement of such action or foreclosure proceeding or during the tenancy thereof) Lessee is not in default under the terms, covenants, and conditions of this Lease beyond any grace period provided in the Lease for curing same.

17. **FORCE MAJEURE.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for period equivalent to the period of such delay.
18. **EMINENT DOMAIN.** In the event the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Lease. In the event a portion of the Leased Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of termination within thirty (30) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken. In the event of the termination of this Lease by reason of the total or partial taking of the Leased Premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

19. **CAPTIONS.** The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.
20. **AUTHORIZATION, BINDING EFFECT.** This Lease, together with all amending instructions subsequent thereto (collectively, the "Lease"), is not valid or effective for any purpose until approved by the Governor or his delegate, the Secretary of the Department of Administration, and no work is authorized until the Lessor has been given written notice to proceed by the Department of Administration, Division of Facilities Management and Division of Facilities Development.
21. **WAIVER.** The rights and remedies of either party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by lease. A waiver by either party of any breach or breaches, default or defaults, of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach, or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
22. **CHOICE OF LAW.** This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin.
23. **OPERATING EXPENSE RECONCILIATION.** Lessee is responsible for the costs of the premises electrical, heat, air conditioning, and water service costs for the building. Within ninety (90) days after the end of each calendar year (Adjustment Period), Lessor shall give Lessee an itemized statement showing in reasonable detail the following: Actual expenses, with all supporting documentation, which make up the Reconciled Expenses, defined as:
- 1) Heat and air conditioning costs.
  - 2) Utilities (electric for lights and outlets only)
  - 3) Water and sewer costs
- b) The amount paid by the Lessee during the Adjustment Period toward Reconciled Expenses.
- c) The amount Lessee owes toward the expense overage or the amount Lessor owes as a credit:

AND

d) Lessee shall have thirty (30) days to review and audit the itemized statement. The overpayment or underpayment shall be paid or credited within sixty (60) days after the statement is delivered to Lessee.

e) If the statement shows that the actual amount Lessee owes is more than the estimated expenses paid by Lessee during the Adjustment Period, Lessee shall pay the difference (underpayment.)

f) If the statement shows that the actual amount Lessee owes for the Adjustment Period is less than the estimated expenses paid by Lessee during the Adjustment Period, Lessor shall issue a credit to Lessee against any current or future amounts due from Lessee to Lessor (overpayment.)

24. **EXECUTED LEASE.** This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

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

LESSOR:

In presence of:

\_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Taxpayer Number: \_\_\_\_\_

LESSEE:  
State of Wisconsin

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

By: \_\_\_\_\_

SCOTT WALKER  
GOVERNOR  
STATE OF WISCONSIN

Dated: \_\_\_\_\_

By: \_\_\_\_\_

CHRIS SCHOENHERR  
DEPUTY SECRETARY  
DEPARTMENT OF ADMINISTRATION

Dated: \_\_\_\_\_

## SCHEDULE I

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

1. The environmental control system shall maintain a comfortable humidity level and temperatures for an estimated use of 60 hours per week as follows:

Summer	Winter
76 Degrees (+/- 2 <sup>o</sup> )	70 Degrees (+/- 2 <sup>o</sup> )
50% Humidity Level (+/- 10%)	25% Humidity Level (+/- 5%)

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

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

Must be compliant with State of Wisconsin Administrative Codes SPS 363 and 364, and ASHRAE 62.1-2004, in addition to all other applicable Federal, State and local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-2004 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2004 to new HVAC equipment selections ensuring in all circumstances, that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code SPS 364 minimum guidelines.

Lessor shall meet the following requirements:

- a. All new HVAC units and equipment installed shall be high-efficiency type; gas-fired heating is required in all new construction.
  - b. All rooms shall have sufficient air movement to meet the Wisconsin code for air exchanges and CFM for office space and have adequate zoning to meet:  
Seasonal set points shall be as follows:  
Summer: 76 Degrees (+/- 2 degrees) and humidity of 50% (+/- 10%)  
Winter: 70 Degrees (+/- 2 degrees) and humidity level of 25% (+/-5%)
  - c. Provide a fully ducted supply and plenum return HVAC system with adequate zoning.
  - d. All new exterior walls and ceilings must meet minimum insulation code requirements.
  - e. Provide perimeter heating for exterior walls if required to meet seasonal set-points.
  - f. Provide space heating for airlocks and lobbies, if necessary.
  - g. All air-handling equipment filters are changed quarterly.
  - h. Provide automatic temperature adjustment capability for unoccupied modes.
  - i. Provide separate venting/fans for restrooms.
  - j. Provide an approved "Test and Balance" report, for newly constructed and /or remodeled space, which is taken and completed after the space is fully occupied and the construction and/or remodeling projects are completed.
  - k. Thermostat locations in open office area to be 70" AFF.
  - l. Thermostat locations in all enclosed rooms to be above light switch, unless zoning does not allow.
  - m. The use of non-tenant adjustable thermostats or locking thermostat covers.
3. Install and maintain fire extinguishers according to any governmental building code and underwriters' (UL) recommendations.

4. Provide safe drinking water with hot and cold running water for restrooms, counter sinks and janitorial facilities. Such drinking water shall meet minimum State of Wisconsin Drinking Water Quality Standards.
5. All areas to have ambient light level of 50 foot-candles throughout the demised area with 70 foot-candles at desktop. Provide a minimum of 30 foot-candles in corridors. Provide a minimum of 1 foot candle security lighting for on-premise parking areas.
6. Provide (2) master keys for entrance doors.
7. Lessor will provide water, sewer, electricity, heat and air conditioning with annual costs reconciled with what Lessee has paid included in annual rent.
8. At Lessor's cost furnish, install and replace during the term of this Lease and any extension thereof, light bulbs, fluorescent tubes, starters, ballasts or transformers.
9. All demised and common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) must meet all requirements of new construction for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 360 - 365, and the ANSI A117.1. ANSI Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and ANSI A117.1.
10. Furnish building occupancy or use permit(s) if required.
11. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.
12. JANITORIAL SERVICES Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds. This includes, but is not limited to, the plowing and removal of snow, ice removal and salting, removal of trash, pest control and the proper disposal of recyclable materials separated by Lessee. Beginning January 1, 1995, proper disposal of materials shall comply with sections 16.15(3) and 287.07 Wis. Stats., which require recycling the following items: aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Lessor shall provide a central collection area and separate collection containers as require for the deposit of all such recyclable and non-recyclable waste generated at the leased premises. Lessor further agrees to comply with all applicable municipal recycling requirements adopted under section 287.13, Wis. Stats.

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

#### AREA AND FREQUENCY INDICATION:

##### DAILY

- a) All Common Areas (Entrances/ Hallways/ Stairways/Snack or Break Area/Janitor Closet/Storeroom/etc.) - Clean glass in doors and metal framework; Empty/clean exterior ashtrays, waste containers and replace can liners; Sweep, mop floor, steps, landings, etc.; Vacuum carpet and walk-off mats and remove spots/stains; Clean, de-scale and polish water fountains; and spot clean walls and doors.
- b) Restrooms - Clean and disinfect dispensers, sinks, toilets, urinals and polish bright work.

- c) Office Areas - Empty waste containers and replace can liners, if used; Dust and/or damp wipe accessible furnishings, fixtures, vents and sills; Spot clean doors, walls and sidelights; Sweep/mop floors; and vacuum carpet and remove spots/stains.

ONCE-WEEKLY

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

SEMI-ANNUAL

- a) Resilient/Hard floor Areas - Strip, seal and refinish floors in spring and fall.
  - b) Carpet Areas - Wet extract carpet and apply soil retardant in spring and fall.
  - c) Restrooms - Wash walls, ceilings, doors and partitions in winter and summer.
  - d) Windows - Wash windows and storms both inside and outside and vacuum screens in spring and fall.
  - e) Light Fixtures - Clean fixtures and diffusers.
  - f) Air Vents - Clean supply air diffusers and return air grilles.
13. Provide signage, including building directory listing, suite identification, and any other Lessor provided signage consistent with others in the Building (this does not include Tenant's own exterior signage.)
14. Provide adequate parking places in adjacent parking area, which is understood by the parties hereto to include the possibility of overnight parking for State-owned vehicles.
15. In the event the Lessor does not furnish the aforementioned services and items in this Schedule or the demised Premises are untenable for any other reason which is not due to the negligence of the Lessee, the Lessee may provide such services and items at its own expense and deduct these expenses from rental payments, provided Lessee notifies Lessor thirty (30) days in advance of any deduction, and provides an itemized statement listing the services and items not being furnished.

**Schedule II**  
**CONSTRUCTION REQUIREMENTS**

The Lessor/contractors shall comply with prevailing wage requirements of Article 103.49 of the Wisconsin Statutes if the cost of construction is greater than \$48,000 for single trade project or greater than \$100,000 for multiple trade projects.

**GENERAL CONDITIONS** All workmanship shall be done in compliance with standard and accepted trade practice. All regulations of the Federal Government, State of Wisconsin, and the local municipality will be complied with fully. After completion of work, the leased premises will be left in a clean and orderly condition, ready for occupancy. Wherever practical, construction and remodeling will conform to the Division of Facilities Development's Sustainable Facilities Guidelines and Master Specifications available at:

[http://www.doa.state.wi.us/dsf/masterspec\\_view\\_new.asp?catid=63&locid=4](http://www.doa.state.wi.us/dsf/masterspec_view_new.asp?catid=63&locid=4)

**1. Ceilings:**

- a. Offices, open office, conference, data/phone closet, reception/waiting areas: acoustical drop ceiling, with 2 x 2 or 2 x 4 x 3/4" grid, drop-in tile, color white, STC 35-39, minimum; NRC 50-60, minimum, light reflectance 75% minimum. Some rooms may require insulation above the dropped ceiling for noise abatement.
- b. All other areas such as restrooms, entrances, service closets, storage rooms, file rooms: may be finished, painted drywall.
- c. Finished height: Ideal 8'6" to 9' (minimum of 8' up to 12' maximum). (Room size and open area dependent.)
- d. Attic stock: Provide approximately 4% of ceiling tile.

**2. Floors: All floors will be level**

- a. Offices, clerical area, conference room, (unless otherwise specified below): Broadloom carpet: 28-30 oz., tufted, min. average tuft bind 10-12 lbs., average FHA density 4500-5599, pile must be ADA compliant.
- b. Restrooms: Ceramic floor tile.
- c. Storage room, data/phone closet, waiting areas, entries, etc.: vinyl tile or sheet goods.
- d. Vestibule/lobby: provide recessed mats similar to DecoGard "Peditmat".
- e. Cove Base: (unless wood or carpet is preferred by Lessor) all spaces, except where ceramic and vinyl flooring is used. (FS SS-W-40, 4" x 1/8" cove base for vinyl.
- f. Lessor will at Lessor's sole cost, repair the carpeting as needed and re-carpet as needed the demised area at least by the seventh year of occupancy if the first 5-year renewal option has been exercised. Lessor is responsible for moving Lessee's furniture and equipment as required for the installation and/or repair of carpeting.

**3. Walls:**

- a. All new walls to be drywall: one layer 1/2" or 5/8" type X gypsum wallboard applied to each side of 3-5/8" metal or wood studs; with 1" type S drywall screws 8" on center, to vertical edges and 12" on center to intermediate studs. Stagger joints on each side.
- b. All interior walls to be insulated for sound abatement.
- c. Walls to extend to finished ceiling.
- d. Provide expansion joints as necessary.
- e. All walls to receive painted finish of sealer coat and two finish coats of semi-gloss or orange peel, eggshell textured finish.
- f. Corner guards: provide 44" guards on all outside corners and columns, color clear or match wall color.
- g. Restrooms: Desirable to include 48" wainscoting of ceramic wall tile or other hard washable surface.
- h. Provide touch-up painting after move-in.

- i. Provide 3"-4" hardwood chair rails around perimeter in all offices, clerical area, and conference room at chair back height.
  - j. The Lessor will hang/install bulletin boards, pictures, tack strips, chalkboards, screens, etc as provided by the Tenant.
  - k. Lessor will at Lessor's cost repaint the demised area as needed during the seventh year of occupancy if the first 5-year renewal option has been exercised. The Lessor is responsible for moving Lessee's furniture and equipment as required for the painting.
4. **Doors, door frames, hardware:**
- a. The primary accessible entry doors may require ADA compliant power door openers.
  - b. All interior doors: solid core construction, 3'-0" x 6'-8" x 1-3/4", SLC-5 construction (glue-blocked, 5 ply), stained and varnished.
  - c. Exterior metal doors, all door frames, window frames: 16 gauge, 2" width, shall be factory painted or 1 coat primer, 2 coats satin enamel.
  - d. All doors to have appropriate ADA compliant hardware including but not limited to: ADA compliant levers, pulls, panic hardware, compatible latches; kick-plates for restroom and service room doors; wall/floor stops, door silencers; ADA compliant closures for all exterior entrance/exit, suite and restroom doors; passage and/or keyed latch sets as specified, minimum 3 keys per lockset.
  - e. All solid core doors to be warranted from warpage and defect for 1 year from occupancy.
  - f. The doors in the offices, clerical area, from the hall into the waiting room and into the conference room, and the main entry door shall have a window or sidelight window.
5. **Windows:** (It is desirable that at least 10% of the entire area have direct natural lighting. This may be accomplished by using skylights.)
- a. All new exterior windows shall be insulated Low-E glass.
  - b. All exterior windows shall have mini-blinds.
  - c. Windows may be either fixed or operable.
6. **Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations.**

**Must be compliant with State of Wisconsin Administrative Codes SPS 363 and 364, and ASHRAE 62.1-2004, in addition to all other applicable Federal, State and local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-2004 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2004 to new HVAC equipment selections ensuring in all circumstances, that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code SPS 364 minimum guidelines.**

**Lessor shall meet the following requirements:**

- a. All new HVAC units and equipment installed shall be high-efficiency type; gas-fired heating is required in all new construction.
- b. All rooms shall have sufficient air movement to meet the Wisconsin code for air exchanges and CFM for office space and have adequate zoning to meet:  
Seasonal set points shall be as follows:  
Summer: 76 Degrees (+/- 2 degrees) and humidity of 50% (+/- 10%)  
Winter: 70 Degrees (+/- 2 degrees) and humidity level of 25% (+/-5%)
- c. Provide a fully ducted supply and plenum return HVAC system with adequate zoning.
- d. All new exterior walls and ceilings must meet minimum insulation code requirements.
- e. Provide perimeter heating for exterior walls if required to meet seasonal set-points.
- f. Provide space heating for airlocks and lobbies, if necessary.
- g. All air-handling equipment filters are changed quarterly.

- h. Provide automatic temperature adjustment capability for unoccupied modes.
  - i. Provide separate venting/fans for restrooms.
  - j. Provide an approved "Test and Balance" report, for newly constructed and /or remodeled space, which is taken and completed after the space is fully occupied and the construction and/or remodeling projects are completed.
  - k. Thermostat locations in open office area to be 70" AFF.
  - l. Thermostat locations in all enclosed rooms to be above light switch, unless zoning does not allow.
  - m. The use of non-tenant adjustable thermostats or locking thermostat covers.
7. **Electrical:** All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin Administrative Code chapter SPS 316, the National Electrical Code (ANSI/NFPA 70), other applicable National Fire Protection Association codes, the National Electrical Safety Code, present manufacturing standards (including NEMA).
- a. Each enclosed room shall have a minimum number of duplex electrical outlets (as required by code) and a minimum of 2 each telephone and data outlets.
  - b. Standard office requirements shall include provisions for copiers, faxes, computers and related equipment, and other standard office equipment.
  - c. Electrical installation shall be everything for an end-to-end installation including all wiring, junction boxes, conduit, grounding, switches, panels, boxes, circuits, switch-plates, faceplates, receptacles, etc.
  - d. Conference room shall have sufficient outlets for a refrigerator, microwave, and coffee maker.
8. **Lighting:** All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin Administrative Code SPS 316, the State Energy Code, SPS Chapter 363 and the National Electrical Code.
- a. All areas to have ambient light level of 50 foot-candles throughout the demised area with 70 foot-candles at desktop. Provide a minimum of 30 foot-candles in corridors.
  - b. Provide 2' x 4' drop-in florescent fixtures. Lamps shall be high-performance T8, F32T8, 5000° K lamps to conform to the specification of the Consortium for Energy Efficiency unless otherwise specified.
  - c. Lamps shall be TLCP requirements for low mercury and all mercury in the product shall be recycled material.
  - d. Prismatic acrylic lenses are acceptable for file storage, data/telephone room, mechanical room, restrooms, waiting area, and halls.
  - e. Provide adequate lighting in restrooms with light fixtures above the sinks.
  - f. Provide florescent strip lighting below cabinets in conference room.
  - g. Each constructed space to have separate light switch.
  - h. Provide lighting at all exterior entrances/exits.
  - i. Provide adequate security lighting for on premise parking areas.
  - j. Prior to construction, lighting design will be reviewed for approval by Lessee to ensure compliance with tenant requirements.
  - k. Lessor to furnish and install light bulbs, fluorescent tubes, starters, ballasts and transformers required for occupancy. Incandescent light bulbs are prohibited. Compact fluorescent lamp temperature shall be 5000° K with a color rendering index (CRI) at or above 80. Ballasts shall be instant start and conform to CEE Guideline above.
  - l. Occupancy sensors shall be used as much as practical (occupancy sensors shall typically be used for required automatic light shut off instead of central time-clock controls or central energy management system control). Consider their use in all restrooms, interview rooms, conference rooms, individual officers, and corridors.

**9. Data and Telephone Wiring:**

- a. All outlets to be installed according to approved plan. Each room, as identified will have at least two outlets consisting of 3/4" - 1" conduit in all new walls from above the suspended ceiling and terminating in a 4" x 4" electrical box.
- b. Conduit, raceways or clear paths will be provided from the data/telephone room to the ceiling area of each enclosed room and clerical area to accommodate the data/telephone lines.
- c. Data and telephone wiring shall be furnished and installed by the Lessee.

**10. Cabinetry/Carpentry:**

All areas provided must meet minimum standards of ADA compliance.

- a. The conference room and or break area shall have a 6'-8' counter of standard depth and height with a single bay sink.
- b. The counter will have upper and lower cabinetry with 2 adjustable shelves in each section, all having laminated fronts, countertop and splashguard.
- c. Provide a coat closet with shelving.
- d. Provide a counter of approximately 8' in length with 2 shelves under it in the clerical/reception area.

**11. Plumbing:**

- a. The conference room or break area counter(s) shall meet the minimum ADA requirements and must have include a sink or sinks with hot/cold running water.
- b. All rest room fixtures and furnishings will be ADA compliant.
- c. Insulate all under sink lavatory piping in restrooms.
- d. One janitorial sink shall be provided in the mechanical room.
- e. Water will be available if needed for connection to coffee maker and refrigerator in conference room and or break room.

**12. Accessibility and Security:**

- a. All demised and common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) must meet all requirements of new construction for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 360 - 365, and the ANSI A117.1. ANSI A117.1 will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and the ANSI A117.1.
- b. Provide door locks as required.

**13. Exterior of Building and Landscaping:**

- a. Provide landscape as necessary or required by city ordinance.
- b. Parking areas to be paved and striped and complying will all Wisconsin Administrative Codes and ANSI A117.1. Include all signage required for accessible parking stalls.
- c. All entrances and exterior doors to be accessible with grade complying with ANSI A117.1 and Wisconsin Admin Code.
- d. Ensure all exterior walls, windows, roof, walkways are in good repair.

**14. Signage:**

- a. Provide and install signage on the exterior of the building and/or parking lot (if allowed by local ordinance) identifying tenants and address which is visible from the main street.
- b. Provide and install ADA compliant directional signage in main entrance and in hallways as necessary to direct clientele to offices, which are not located at the main entrance. Signage to be visible and legible from a 15'-0" distance and well lighted.

- c. Provide and install ADA compliant restroom signage utilizing Grade 2 Braille and pictographs.
- d. Provide and install miscellaneous signage such as Emergency Exit Only, Employees Only, No Admittance, etc.

**15. Fire Protection:**

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

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

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

### **Schedule III**

**This page is intentionally blank. Schedule III will contain the RFP and will be attached and incorporated as part of the lease. Future schedules and Exhibits will be attached as required.**

