

Project Number: 970940.1 Date Posted: October 29, 1997

Approval: 

PROPOSAL SUBMISSION DEADLINE: January 30, 1998 at 2:00 P.M.
Late proposals will not be considered.

**COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL PLANNING AND OPERATIONS
OFFICE OF LEASING AND STATE OFFICE PLANNING
REQUEST FOR PROPOSALS (RFP)**

1. PROJECT SUMMARY

The Office of Leasing and State Office Planning of the Division of Capital Planning and Operations (DCPO) invites proposals to lease space to the Commonwealth of Massachusetts for use by the state agency listed below (User Agency), in accordance with the terms, conditions, and specifications described herein. The Commonwealth requires that it be the sole occupant of the Property (as such term is defined in this RFP) and that the lease contain an option exercisable by the Commonwealth alone to purchase the Property for one dollar (\$1.00) at the end of the lease term.

This RFP is issued pursuant to Section 2 of Chapter 457 of the Acts of 1996 (the "Authorizing Legislation") and is subject to all of terms and conditions of said Authorizing Legislation. A complete copy of the Authorizing Legislation is included with this RFP (Attachment C-5).

- 1.1. **User Agency:** University of Massachusetts at Dartmouth and such other Massachusetts educational institutions, including Bristol Community College, with which the University of Massachusetts at Dartmouth may share space.
- 1.2. **Program Description:** The Visual Arts Division of the University of Massachusetts at Dartmouth College for Visual and Performing Arts (CVPA) and the Continuing Education Division of Bristol Community College (BCC).
- 1.3. **Summary of Space Needs**

Location: Downtown New Bedford, within the Commercial Area Revitalization District (see map of the district, Attachment C-6)

Amount of Space: 70,800 net square feet (as defined in Section A-4) for CVPA and 8,000 net square feet for BCC. The Commonwealth shall be the sole and exclusive occupant of the Building

Type of Space: Educational facilities, including specialized facilities for the College for Visual and Performing Arts

**Desired
Occupancy Date:** June 1, 1999

Type of Agreement: Commonwealth Standard Office Lease, as amended by special Rider (Attachment C-2)

Term: Twenty Years

Purchase Option: Tenant shall have an option to purchase the leased premises and the land and building in which the leased premises are located for \$1.00 at the end of the lease term.

Estimated Demand for Public Parking: Ninety-six (96) spaces available within a half-mile walk of the proposed premises, and four (4) additional spaces accessible for the disabled available as close as possible to an accessible entrance to the proposed building.

Reserved Parking for User Agency: Forty-four (44) spaces available within a half-mile walk of the proposed premises, and six (6) accessible spaces accessible for the disabled available as close as possible to an accessible entrance to the proposed building. If such spaces are not included in the proposal, the User Agency must determine whether such spaces may be leased separately.

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3. INTRODUCTION

The Office of Leasing and State Office Planning (OLSOP) of the Division of Capital Planning and Operations (DCPO) invites proposals to lease space for use by the state agency listed in Section 1.1 (User Agency), in accordance with the Commonwealth Standard Office Lease as amended by special Rider in Section C-2 and General Specifications in Section B. The Commonwealth requires that it be the sole occupant of the Property and that the lease contain an option exercisable by the Commonwealth alone to purchase the Property for one dollar (\$1.00) at the end of the lease term.

DCPO has designed this RFP to provide for an open and competitive process for selecting the developer, contractor and designer for the lease space, as provided by Section 2 of Chapter 457 of the Acts of 1996, by informing all potential proposers of: the required content of proposals; the steps proposers must take in order to have their proposals considered; the procedure followed by DCPO in evaluating proposals and selecting the most advantageous one; the criteria for such evaluation and selection; and the terms and conditions of the lease agreement to be executed between the chosen proposer and DCPO, acting on behalf of the User Agency, including the tenant improvements and property management services to be provided by the landlord.

Section C-1 of this RFP contains the Lease Proposal Form to be used when submitting a proposal. Please read the accompanying instructions prior to completing the Proposal Form. Please contact OLSOP if you have questions about this RFP.

4. DEFINITIONS

For the purposes of this RFP, the following definitions apply:

- 4.1. **DCPO:** The state agency which issues the RFP, makes the final selection of the successful proposal, and has authority to bind the Commonwealth by signing a lease. Within DCPO, the Office of Leasing and State Office Planning is responsible for handling all matters related to leasing.
- 4.2. **User Agency:** The state agency, as listed in Section 1.1, which will occupy the space being sought.
- 4.3. **Eligible Proposers:** Record owners of proposed property; brokers or other authorized agents of such record owners; and prospective purchasers, provided that such purchasers must attach a copy of an executed purchase and sale agreement or other evidence of control of the property. No lease will be signed until the prospective purchaser becomes the record owner. Proposals must be submitted by a single ownership entity; proposals submitted jointly by separate owners for property they own individually will not be considered. Although DCPO will accept proposals from parties who are not the record owners of the proposed property, the record owner must sign the lease as Landlord.
- 4.4. **Qualifying Proposals:** Proposals which meet the requirements listed in Section A-6 of the RFP. Proposals which are determined not to meet one or more of these requirements are non-qualifying proposals.

- 4.5. **Net Area:** The "Net Area" shall mean the assignable area for a particular use or function, excluding structural elements, walls, partitions, corridors and circulation, space required for building systems (mechanical, electrical, plumbing, etc.), restrooms required by code, support areas such as property management and security offices, building lobbies and vestibules. The square footage is determined by measuring the floor area bounded by a line established by the predominant inside finish of partitions or walls and with deductions made for columns and other projections and partitions. The Room Data Sheets describe the User Agency's needs in net square feet.
- 4.6. **Usable Area:** For the purposes of this RFP and lease, the term "Usable Area" shall mean, with respect to the Premises or any space removed from or added to the Premises, the square footage determined by measuring the entire floor area of the Premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside Building walls which abut the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. No deductions shall be made for columns or other projections necessary to the Building structure or systems, or for partitions subdividing the Premises. Notwithstanding the foregoing, under no circumstances shall the Usable Area include elevator shafts, vestibules, stair enclosures, elevator machine rooms or other Building equipment areas, janitorial, electrical or mechanical closets, loading platforms, smoking vestibules required by law or restrooms, irrespective of whether the User Agency occupies the entire floor or the entire Building. For purposes of the lease, and to compare competing proposals, DCPO employs the standard of usable square footage and area.
- 4.7. **Public Parking:** Parking spaces readily available for use by User Agency staff, clients, and the general public at their own cost. This may include on-street parking as well as spaces in public parking lots or garages.
- 4.8. **Reserved Parking:** Parking spaces rented by the Commonwealth and reserved for the User Agency, primarily for authorized state vehicles. If possible, parking spaces should be provided by the Building landlord and included in the rent. Reserved parking must accommodate overnight and weekend parking, and have unlimited entry and exit privileges.
- 4.9. **Accessible Parking for the Disabled:** Parking spaces complying with all state and federal regulations, including those of the Massachusetts Architectural Access Board (MAAB) and Americans with Disabilities Act Access Guide for Title II (ADA).
- 4.10. **Building:** The Building or Buildings in which the leased premises are located.
- 4.11. **Property:** The parcel of land upon which the Building is located, including any parking areas and all other improvements constructed or to be constructed on such parcel.
- 4.12. **Authorizing Legislation:** Chapter 457 of the Acts of 1996, Section 2.

5. PROCEDURES FOR EVALUATION, SELECTION AND LEASE EXECUTION

The Commonwealth's objective is to obtain the space most advantageous to its needs at the lowest cost. To this end, DCPO will evaluate all proposals for conformity to the requirements, and for the degree to which they satisfy the qualitative criteria and policy objectives of this RFP. DCPO and the User Agency will begin to review and evaluate proposals after the Submission Deadline noted on page A-1. Evaluation of proposals will be based primarily on information provided in the proposals and obtained on site visits. Additional information will be obtained from references provided by the proposer, from other agencies or individuals familiar with the Building proposed, from DCPO and other Commonwealth files, and from other generally available and verifiable information.

DCPO reserves the right to waive portions of the RFP for all proposers, to excuse minor informalities in proposals, or to reject all proposals, if deemed to be in the best interest of the Commonwealth.

- 5.1. **Initial Review:** DCPO will accept for consideration only those proposals which meet the submission requirements stated in Section A-6.1.1. Any proposals not received by the deadline will be rejected and returned to the proposer. DCPO will prepare a list of those proposals accepted for consideration and will mail a copy to the User Agency and to each proposer whose proposal is accepted for consideration.

DCPO will review all proposals accepted for consideration to determine whether they meet the requirements stated in Section A-6. Proposals which do not meet one or more of these requirements will be rejected as non-qualifying. If DCPO is unable to determine whether the proposal meets the RFP requirements, DCPO will attempt to clarify the proposal before rejecting it as non-qualifying. DCPO will notify in writing proposers who submitted non-qualifying proposals.

DCPO reserves the right to eliminate from further consideration any proposals that are found to be unreasonably priced in relation to the majority of the proposals received. Such proposals shall be considered non-qualifying.

- 5.2. **Site Visits:** DCPO and User Agency staff will conduct site visits for all competitive, qualifying proposals, to verify the information provided in the proposals and to perform detailed evaluations of the proposed Building and Property. The proposer should be present at the site visit or should arrange to have someone present who has the knowledge and authority to represent him.
- 5.3. **Evaluation of Qualifying Proposals:** All qualifying proposals will be evaluated based on the qualitative criteria and compared with regard to the Commonwealth policy objectives. DCPO will then prepare a cost analysis which estimates and compares total costs of occupancy for all proposals evaluated. DCPO will make the final selection of a proposal, taking into account the analysis and recommendation of the User Agency.

Pursuant to the Authorizing Legislation, the rent (including the additional rent) may not exceed the fair market rent for the leased premises as determined by an independent appraisal. Prior to lease execution, DCPO shall obtain an independent appraisal of such fair market rent and shall submit such appraisal to the state Inspector General for review

and approval. Pursuant to the Authorizing legislation, no lease may be signed until the state Inspector General reviews and approves the appraisal of fair market rent.

- 5.4. **Notification of Proposers:** Upon selection of a proposal, DCPO will notify all proposers of the decision in writing, with a copy to the User Agency. Such notification does not represent a contract, nor does it commit the Commonwealth to enter into a lease. It is assumed that both parties will make a good-faith effort to negotiate a lease acceptable to the User Agency, DCPO and the landlord, and that the landlord in good faith will develop the working drawings for improvements acceptable to DCPO and the User Agency, but if agreement is not reached, the Commonwealth reserves the right to readvertise or approach another proposer. The selection of a proposal may be conditioned upon the prospective landlord satisfying such conditions as may be established by DCPO and the User Agency.
- 5.5. **Preparation of the Lease:** The selected owner will be contacted by DCPO and the User Agency to finalize a lease. The terms of this lease must be consistent with this RFP, the provisions of the Authorizing Legislation, and the selected proposal, and must be in the form of the Commonwealth Standard Office Lease, as amended by special Rider, attached to this RFP. Proposers are cautioned to read this lease and the special Rider in their entirety before submitting their proposals. Certain provisions in the Commonwealth Standard Office Lease are unique to the Commonwealth of Massachusetts. In addition, the special Rider to the lease contains provisions required by the Authorizing Legislation.

Proposers should note in particular that the lease, as amended by the special Rider :

- Commences on the actual date the tenant takes possession of the premises, or fifteen (15) days after tenant improvements are substantially completed and the premises are made available for the User Agency's occupancy, whichever is sooner;
- Requires landlord to disclose the names of all parties having a beneficial interest in the lease;
- Requires landlord to certify compliance with all state tax laws;
- Requires landlord to indemnify tenant against damage caused by landlord's negligence, willful misconduct and breach of the lease;
- Requires landlord to indemnify tenant against damages arising from the presence of hazardous substances at the property;
- Requires landlord to maintain certain insurance, and to list tenant as additional insured;
- Permits occupancy of the premises by agencies of state government other than the User Agency named in the RFP, subject to certain limitations; and
- Makes the User Agency's obligations to pay rent contingent upon the User Agency's receipt of adequate annual appropriations from the General Court in future state budgets and to an authorization from the Secretary of Administration and Finance and Board of Trustees of the University of Massachusetts to spend such funds for the purposes of the lease;
- Requires that all contractors and subcontractors engaged to construct or renovate improvements to the property containing the leased premises, or to make repairs, alterations or additions to the property during the lease term pay prevailing wage rates as determined under M.G.L. c.149, §26-27H;

- Gives the Commonwealth an option to purchase the land and building containing the leased premises for \$1.00 at the end of the lease term;
- Incorporates as an exhibit to the lease complete working drawings and specifications and a construction schedule for all of the improvements to the leased premises and Building to be made by the landlord;
- Requires that all future amendments to the lease be submitted to the State Inspector General for review and approval at least thirty (30) days before execution; and
- Prohibits the landlord from changing the project architect or construction contractor, or from transferring its interest in the Property or lease prior to the Date of Occupancy.

5.6. **Design of Improvements:** Pursuant to the Authorizing Legislation, prior to lease execution, the selected proposer must complete, at its sole cost and expense, complete working drawings at 100% design stage ready for construction (i.e. all drawings, plans and written specifications) for all of the improvements to be made to the leased premises, the Building and Property of which the premises are a part in order to make the premises, Building and Property available for occupancy by the User Agency in accordance with the requirements of this RFP and the proposed lease. Said working drawings shall be an exhibit to the lease, incorporated into the lease by reference, and shall reflect improvements acceptable to DCPO and the User Agency; provided that only landlord shall be responsible for the design, construction and adequacy of the improvements notwithstanding any review or approval of the working drawings or improvements by DCPO and the User Agency or any other instrumentality of the Commonwealth.

5.7. **Construction Schedule:** Prior to lease execution, landlord shall prepare at its sole cost and expense, the following schedules, which shall be exhibits to the lease and incorporated therein:

- A comprehensive schedule outlining tasks to be performed by each party to the lease, highlighting critical dates; and
- A critical path schedule for the completion of improvements, showing the work of all trades and equipment installation, presented in bar-chart form on a time scale.

5.8. **Environmental Site Assessment:** Unless a Phase I ASTM site assessment report is submitted with the proposal, within thirty (30) days after selection of a proposal, the prospective landlord shall, at its sole cost and expense, cause a Phase I ASTM site assessment report of the Building, Property and its environs to be completed by a reputable environmental consultant reasonably acceptable to DCPO and shall provide DCPO with a complete copy of such assessment. Said environmental consultant shall confirm in writing that the Commonwealth may rely upon the information contained in such site assessment and any other reports concerning said Property or its environs that are prepared for landlord by said environmental consultant. In the event hazardous substances (as defined in Section 5.6 of the lease) are found to be present on or under the property or its environs, DCPO reserves the right to require such additional investigations (including subsurface investigations), tests, assessments and reports as may be necessary, in DCPO's judgement, to ascertain the full extent of such hazardous substances. Also, DCPO may, as a condition to lease execution, require that landlord

undertake such remediation as may be necessary to achieve a response action outcome acceptable to DCPO. Without limiting the foregoing, DCPO may also, as a condition to lease execution, require that landlord provide environmental insurance in such amounts and with such coverage as DCPO may reasonably require to protect the Commonwealth and its agencies from damages arising out of pre-existing environmental conditions.

- 5.9. **Review and Approval of the Lease by the Inspector General:** Pursuant to the Authorizing Legislation, DCPO must submit the lease (and a report on the lease) to the state Inspector General for his review and approval at least thirty (30) days before execution of the lease. The Inspector General shall review and comment on the lease within fifteen (15) days of receiving the lease from DCPO. The lease may not be executed by DCPO until it has been approved by the state Inspector General, and DCPO reserves the right to request all modifications to the lease that may be required to obtain the approval of the Inspector General.
- 5.10. **Submission of the Lease to the Massachusetts General Court:** Pursuant to the Authorizing Legislation, DCPO must submit the lease, DCPO's report on the lease, and the comments of the Inspector General, if any, to the House and Senate Committees on Ways and Means and the chairmen of the Joint Committee on State Administration at least fifteen (15) days prior to lease execution.
- 5.11. **Execution of the Lease by Landlord, the User Agency and DCPO:** The landlord will sign the lease first. The lease will then be signed by the User Agency and DCPO. Please note that the tenant under the lease is the Commonwealth of Massachusetts, represented by DCPO on behalf of the User Agency. No lease is binding until it is executed by DCPO.
- 5.12. **Occupancy:** The User Agency will take occupancy of the leased premises only after construction of the improvements is substantially complete and the premises are deemed available for tenant's occupancy in accordance with Section 3.2 of the lease. The User Agency will confirm the date of occupancy, which will be the commencement date of the lease term.

6. REQUIREMENTS

A proposal must meet the following requirements in order to be considered qualifying and undergo further evaluation.

6.1. General Requirements

6.1.1. **Submission:** Proposals shall be submitted to DCPO as follows:

- 6.1.1.1. The proposal must be submitted on the DCPO Lease Proposal form included with this RFP.
- 6.1.1.2. The Lease Proposal form must be substantially completed. Proposals that contain material omissions will be deemed non-qualifying if allowing the missing information to be supplied after the opening of proposals will be prejudicial to fair competition. Supporting

information such as resumes, references, plans, etc. may be provided as attachments to the Lease Proposal form.

6.1.1.3. Proposals must be submitted in sealed envelopes labeled as required by paragraph B of the instructions for submitting lease proposals.

6.1.1.4. Proposals must be received in the DCPO Office of Leasing and State Office Planning, 100 Cambridge Street, Room 1611, Boston, MA 02202 on or before the submission deadline stated on the first page of this RFP. The time clock located in the reception area of the DCPO Office of Leasing and State Office Planning is used to establish the official time for receipt of proposals.

6.1.2. **Eligible Proposer:** The proposal must be submitted by an eligible proposer, as defined in Section A-4.

6.1.3. **Type of Agreement and Term:** The Commonwealth Standard Office Lease, as amended by special Rider (Attachment C-2 of this RFP), contains the terms and conditions under which the Commonwealth shall lease the selected property. (Please refer to Section A-5.5 of the RFP for a summary of certain lease terms.) Proposers must include in the proposal any requested modifications to the terms of the standard lease and special Rider. The Commonwealth will not consider any requests for material modifications, including those requested by potential financing sources, that are received after the submission deadline on Page A-1 of this RFP.

6.2. Location

6.2.1. **Search Area:** The proposed Building must be located within the search area defined in Section A-1.3.

6.2.2. **Parking:** A sufficient number of public parking spaces to meet the estimated demand for public parking as specified in Section A-1.3 must be available or the proposer must indicate in the proposal how the estimated demand for public parking will be met.

Reserved parking for the User Agency as specified in Section A-1.3 must be available. If the reserved parking spaces are not located on the Property, it is preferred that the proposer rent or otherwise secure such spaces and include them in the lease proposal. If such spaces are not included in the proposal, the proposer shall identify the location of parking spaces that may be leased by the User Agency. DCPO reserves the right to reject any proposal that requires the User Agency to lease parking spaces to meet the demand for reserved parking, if such spaces cannot be leased on terms satisfactory to the Commonwealth or User Agency.

6.3. **Building Conditions**

6.3.1. **Building Codes:** The proposed Building must comply with all applicable federal, state and local codes, or the User Agency and DCPO must be satisfied that it can and will be brought into substantial compliance by the desired occupancy date. Such codes include, but are not limited to, the Massachusetts State Building Code, Massachusetts Architectural Access Board Regulations, and other applicable Codes of Massachusetts Regulations (CMRs). If a proposal is accepted subject to the landlord meeting certain code requirements, the Commonwealth will not take occupancy of the space until all code deficiencies have been fully corrected.

6.3.1.1. **Barrier-Free Access:** The proposed Building must be free of barriers preventing access to the proposed space by individuals with disabilities, or the proposer must demonstrate in the proposal how such barriers will be removed (i.e. by installing elevators, ramps, lifts, etc.) in accordance with applicable state and federal regulations. Buildings with passenger or freight elevators must have automatic self service controls and cab sizes that comply with all applicable accessibility requirements. If accessible parking spaces are not located within 200 feet of an accessible entrance, the proposed Building must have, or the landlord must provide, an accessible passenger drop-off area within 100 feet of an accessible entrance.

6.3.1.2. **Harmful Materials:** The proposer must confirm that all hazardous substances in or under the proposed Building and Property, whether presently known or discovered, shall be remediated to the satisfaction of the Commonwealth prior to its occupancy of the Building.

6.3.2. **Systems and Enclosures**

6.3.2.1. **Mechanical Systems:** Mechanical systems must comply with the General Specifications and Room Data Sheets in Section B.

6.3.2.2. **Electrical Service:** Electrical service must comply with the General Specifications and Room Data Sheets in Section B.

6.3.3. **Building Common Areas**

6.3.3.1. **Restrooms:** The landlord must provide and install restrooms and drinking fountains as dictated by code.

6.3.3.2. **Loading Dock:** The proposed building must offer access to a minimum of one (1) adjustable-plate loading dock position capable of accepting trucks and truck-trailers of up to 40 feet long.

6.3.3.3. **Freight Elevator:** The proposed building must offer access to a freight elevator with the following cab dimensions (width: 10'-0",

depth: 10'-0", height: 12'-0") if any of the premises proposed is not at ground level.

- 6.3.4. **Total Square Footage:** The proposal must offer the amount of space in usable square feet (as defined in Section A-4) to meet the programmatic needs of the User Agency that are expressed in net square feet in Section A-1.3 of the RFP. DCPO reserves the right to accept proposals for an amount of space that varies from this amount, provided that it meets the User Agency's space needs.
- 6.3.5. **Tenant Improvements:** The proposer must agree to substantially meet the General Specifications in Section B.
- 6.4. **Landlord Capacity:** The proposer must confirm that the landlord named in the lease shall be the developer and shall be fully responsible to design and construct improvements to meet the specifications of this RFP and the lease. The proposer must also confirm that the landlord named in the lease shall meet the property management specifications of this RFP and the lease.

The developer must have completed two projects in the last ten years of size, type and complexity similar to that anticipated by this RFP.

Each proposed member of the design team must have at least five years of experience with projects of similar size, cost and complexity. Each proposed discipline leader of the proposed design team must have professional registration in Massachusetts, and the proposer must confirm that each discipline leader shall be responsible for supervising preparation of all documents and for affixing his/her professional seal and signature to all drawings prepared in the manner required for construction permits.

The proposed contractor must be certified by DCPO in the category of General Building Construction with a single-project limit at least equal to the estimated construction cost of the project and must demonstrate, by letter from its surety, that it can obtain performance and completion bonds for the anticipated work.

The proposed property management company must demonstrate experience successfully managing at least two buildings of similar size and complexity in the last five years.

7. QUALITATIVE AND OTHER CRITERIA

The following criteria will be used to compare the relative merits of qualifying proposals.

- 7.1. **Execution of the Commonwealth Standard Office Lease:** Proposals which confirm the landlord's agreement to enter into a lease substantially in the form of the Commonwealth Standard Office Lease, as amended by special Rider (Attachment C-2) without any material changes, will receive a higher rating on this criterion.
- 7.2. **Location:** The suitability of the proposed location for the operations of the University including:

- 7.2.1. **Proximity and Access:** Ease of access to the proposed location by public transit, shuttle, automobile, and foot. Proximity of the proposed location to students and to other University facilities with which staff and students may interact.
- 7.2.2. **Parking:** Proximity, accessibility, and cost of public and reserved parking. The number of public and reserved parking spaces required is identified in Section A-1.3. It is preferred that reserved parking be provided by the landlord and the cost included in the rent. Parking areas and walkways between them and the proposed Building should be well-lit and the walkways should be easily traversed.
- 7.2.3. **Neighborhood Characteristics:** The characteristics of the surrounding neighborhood, including compatibility of adjacent uses and the safety and security for persons and property. The impact of adjacent uses on the health and safety of staff or students, the safety of the immediate neighborhood and existence of well-lit, well-traveled access routes from parking lots or public transportation will be considered.
- 7.3. **Building Conditions:** Quality, condition and functional efficiency of the proposed Building as it exists and with proposed improvements. Evaluation includes consideration of the following:
 - 7.3.1. **Building Enclosure and Systems:** The existing and proposed condition of the Building envelope (including the roof, foundation, walls, and exterior windows and doors) and the HVAC, plumbing and electrical systems and their capacity to meet the Commonwealth's needs over the 20 year term of the lease in a reliable and cost effective manner.
 - 7.3.2. **Building Common Areas:** The existing and proposed location, accessibility and condition of public or "common" areas, including the Building entrance, lobby, vestibules, stairs, corridors, ramps, elevators, loading dock, restrooms, and security lighting (minimum level 10 foot-candles) for all corridors and areas used by the Commonwealth.
- 7.4. **Building Conditions: Structure and Layout:** The suitability of the proposed premises and Building for the space program, including specific consideration of:
 - 7.4.1. **Configuration:** The conformance of the configuration of the premises to the User Agency's needs, as expressed in sections B-2.10 and 2.11 of this RFP, taking into account the size and shape of the space(s) and any internal barriers to efficient design.
 - 7.4.2. **Column Spacing:** Large column bay spacing is desired, since smaller bay sizes typically limit the functionality of the space.
 - 7.4.3. **Entrances:** Proximity and access from the proposed space to Building entrances and support areas. Height and width of common corridors leading to Tenant's

premises as they relate to floor-to-ceiling height and type of equipment indicated in the Room Data Sheets contained in Section B.

- 7.4.4. **Location, Distribution and Segregation of Space:** For safety reasons, the CVPA wishes to restrict access to teaching areas to enrolled students, faculty and staff of the CVPA. Likewise, Bristol Community College wishes for a contiguous block of space with one central access point. Multi-story buildings where public functions, such as exhibition galleries, administrative offices, lecture and conference rooms, and the Bristol Community College are located at ground floor will be rated higher on this qualitative criterion, as will proposals that effectively restrict access by the general public to CVPA teaching areas.
- 7.4.5. **Natural Lighting:** The size and location of existing and/or proposed windows and skylights in rooms and areas where windows and skylights are required or preferred as indicated on the Room Data Sheets contained in Section B.
- 7.4.6. **Operable Windows:** Operable windows are preferred. Proposals for a building where operable windows are proposed will be rated higher on this criterion.
- 7.4.7. **Ceiling Heights:** The existing or proposed floor-to-ceiling heights as compared to the floor-to-ceiling heights required in the Room Data Sheets contained in Section B.
- 7.4.8. **Schematic Design Plans:** Site and floor plans at schematic design stage will be evaluated for the degree to which they respond to the User Agency's needs as expressed in sections B-2.10. and B-2.11. of this RFP.
- 7.5. **Landlord Capacity:** The demonstrated capacity of the landlord to develop the proposed property for occupancy by the Commonwealth and to provide the property management services required by the RFP and Lease. The qualifications, experience and financial strength of the landlord, the design team and contractor, and the property management company will be considered.
 - 7.5.1. **Timely Completion of Work:** The demonstrated capacity of the landlord, the proposed design team and the proposed contractor(s) to substantially complete the design and construction of all improvements to the property required for the Commonwealth's occupancy by the desired occupancy date identified in Section A-1 of the RFP.
 - 7.5.2. **Technical and Financial Capacity to Complete the Project:** The demonstrated capacity of the landlord to finance, and the demonstrated capacity of the landlord, the proposed designer(s), the proposed contractor(s) and proposed property manager(s) to design, construct and manage the proposed space to meet the Commonwealth's needs in accordance with the proposed rent and based upon the specifications of the RFP and the terms of the lease.

Evaluation of this criterion shall take into account the demonstrated capacity of the landlord to develop and finance projects of similar cost, size and complexity, based on experience of the past ten years; the demonstrated capacity of the

proposed design team to design projects of similar cost, size and complexity, based on experience of the past ten years; the demonstrated capacity of the proposed contractor to complete construction or renovation projects of similar cost, size and complexity, based on experience of the past ten years; and the demonstrated capacity of the property management company to manage buildings of similar type and size, based on experience of the past ten years.

Extra weight will be given to proposals from teams which have worked together successfully.

DCPO reserves the right to request financial information and additional references during its evaluation of proposals.

7.5.3. Building Management Capacity to Operate and Maintain the Property: The demonstrated capacity of the landlord, either directly or through contract, to provide the landlord services specified in the RFP in a professional and timely manner and in accordance with the terms of the lease.

7.6. Commonwealth Policy Objectives: It is DCPO's policy, where feasible, to acquire leased space in a manner that supports:

7.6.1. Revitalization of Downtown Centers of Cities and Towns: Executive Order 134 mandates that in obtaining space for the use of state agencies, priority be given to existing buildings in downtown centers where feasible (that is, where space in such buildings meets the User Agency's needs and is available at reasonable cost).

7.6.2. Rehabilitation of Historic Buildings: M.G.L. Chapter 7, §40F mandates that in acquiring buildings for the use of state agencies, first consideration be given to structures that have been certified as historic landmarks through listing on the National Register of Historic Places or designation by local historic commissions, "unless use of such buildings would not be feasible in terms of costs and requirements when compared with other available properties."

7.7. Cost: DCPO will evaluate costs based on the present value of the total costs that will be incurred by the Commonwealth to use and occupy the proposed premises under the terms of the proposal for the entire term of the lease. These costs include the rent, any additional rent or other sums paid to the landlord, operating expenses paid directly by the tenant, such as separately metered utilities, and all other costs directly associated with the use of the premises. Costs not contained in the proposal will be estimated based on information provided by the User Agency, experience from other similar facilities, or obtained from market data.

All cost information, including alternative rent schedules, must be included in the proposal. DCPO cannot consider rent concessions that are offered after the deadline for submitting proposals.

- 7.8. **Benefit to the Local Community and the Commonwealth:** DCPO will evaluate proposed financial and non-financial benefits to the Commonwealth and the local community. For example, benefits may include a commitment to create a number of new permanent jobs, or to provide specific public amenities at no cost to the Commonwealth. Evaluation of proposals will take into account the reasonableness of the assumptions, the likelihood that the proposed or projected benefits can be realized and, if applicable, the net present value of the reasonably projected financial benefits. Proposals which are likely to provide greater benefits will be rated higher on this criterion. Likely benefits will be rated higher than speculative benefits.

B. **GENERAL SPECIFICATIONS**

1. **LANDLORD SERVICES**

The services described in this section are those which the landlord shall perform under the lease.

1.1. **Utilities:** The landlord is to make available the following utility services to the building and premises: (1) water and sewer services, (2) heating, ventilation and air-conditioning, (3) energy and fuel consumption, (4) all lighting, and (5) gas, fuel and electricity for the User Agency's equipment from 7:00 a.m. to 2:00 a.m., seven days a week. The temperature in the air-conditioned areas of the premises is to be maintained between 68° Fahrenheit and 78° Fahrenheit during working hours, defined as 7:00 a.m. to 12:00 a.m., seven days a week. The User Agency will pay the cost of utilities as either operating expenses or directly to the billing utility company.

1.2. **Maintenance, Building and Grounds:** The premises must be maintained in good repair and tenantable condition. The building and grounds are to be kept clean and free from litter and the grounds are to receive proper landscaping care. Snow and ice to be removed from all entrances, exits, sidewalks, and parking areas before normal working hours and thereafter as necessary. Salt and sand are to be used as necessary to ensure safety.

The landlord is to provide the continuous routine maintenance and repair services needed to maintain the property in good condition. This includes, but is not limited to, the repair and/or replacement of broken glass, roof and ceiling leaks, floors, walls, ceilings, plumbing, locks, fire protection equipment, lighting fixtures and lamps, heating, ventilating and air-conditioning systems, security systems, and elevators. HVAC equipment to be serviced, filters replaced, and diffusers cleaned in accordance with manufacturer's recommendations, or more often if local conditions dictate. During the lease term, the landlord is responsible for replacing with equal goods worn or damaged ceiling tiles, floor tiles, carpet, and repair and repainting of wall surfaces. New finishes should be chosen from manufacturers' open stock to allow proper matching.

Once a year, at a time when the CVPA is in full operation, the landlord is to conduct complete air flow tests. Landlord will also cooperate with tenant, as required, to complete a comprehensive indoor air quality survey, on a room-by-room basis, for particulates, organics, carbon dioxide, carbon monoxide, formaldehyde, temperature and relative humidity. At a minimum, the permissible concentrations are not to exceed one-tenth (1/10) of O.S.H.A. criteria for any of the above.

1.3. **Building Security and Access:** The landlord is to provide authorized User Agency employees and students access to the premises after hours and at all times. The landlord is to maintain the installed security system during the term of the lease.

1.4. **Janitorial Services:**

Semi-Annually: Wash windows (inside and outside)

2. TENANT IMPROVEMENTS

- 2.1 Introduction:** This specification, combined with the Room Data Sheets, describes the tenant improvement standards of the User Agency for the space sought in this RFP. The combined specifications, as revised by agreement of the Proposer and the Commonwealth in the light of the selected proposal and subsequent negotiation, will be incorporated into the lease.

The proposer should clearly identify in the proposal any standards which cannot be met. For any standards which will not be met, the proposer may suggest an alternative, and DCPO will determine whether it is equivalent. Using this mechanism, proposers are encouraged to submit alternative proposals which allow them to use special features of the proposed building to meet the needs of the User Agency in a better or more cost effective manner. DCPO's intention is to provide a clear basis for determining whether proposals are acceptable and comparable while also making it possible to take advantage of useful and cost-effective features of existing buildings.

Abbreviations and Symbols

ACGIH	American Conference of Governmental Industrial Hygienists
ADA	Americans with Disabilities Act
AWI	Architectural Woodwork Institute
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
BOCA	Building Officials & Code Administrators International, Inc.
CFM	Cubic feet per minute
CMU	Concrete masonry units
CMR	Code of Massachusetts Regulations
GWB	Gypsum wall board
MAAB	Massachusetts Architectural Access Board
NC	Noise Criteria
STC	Sound transmission coefficient
UL	Underwriters' Laboratories, Inc.

Please note:

In case of contradiction between the Room Data Sheets, the specifications of this Section B-2, and all applicable codes, the Proposer and the Proposer's design team must assume that the most stringent requirement will prevail.

2.2 General Conditions

- 2.2.1 Improvements:** All improvements to the leased premises and related areas shall be provided by the landlord and shall be in accordance with the approved construction drawings, which are based on the General Specifications and Room Data Sheets in Section B-2.

- 2.2.2 Code and Regulatory Requirements:** All building improvements shall comply with the Massachusetts State Building Code, Massachusetts Architectural Access Board Regulations (MAAB), Regulations for the Americans with Disabilities Act (ADA), and other applicable Codes of Massachusetts Regulations (CMRs). Where federal or local codes, or regulations, ordinances, or zoning laws apply (with respect to egress requirements, area allowances, rated assembly requirements, flame spread and smoke generation characteristics of materials, etc.), the more restrictive regulation shall be followed.

2.2.3 **Submittals:** Prior to the completion of the final design phase, the landlord shall submit cuts, samples and color swatches necessary to show the manufacturer's standard product line for any new finishes to the User Agency for review, approval, and color selection during the final design phase of the construction documents. The submittals covered include floor, wall, ceiling and built-in countertop and architectural woodwork finishes and materials. After the finalization of construction drawings, the landlord shall submit, in a timely manner for approval, door and hardware keying schedule and catalog cuts and all shop drawings and catalog cuts for built-ins, HVAC distribution, process exhaust ventilation systems, plumbing, and electrical telecommunications distribution and equipment. Before final acceptance of the premises, the landlord shall deliver to the User Agency copies of maintenance and instruction manuals for all installed equipment and systems.

2.3 **Walls:** Walls shall be located as shown on approved construction drawings. The **Standard Wall** is assumed to be 5/8 inch GWB on 22 gauge metal studs 16 inches on center, although other materials, including prefinished wall systems, providing similar acoustics, durability, and physical appearance are acceptable. For all new construction, offset electrical outlets and similar openings. Tape and finish joints with a three coat system below finish ceilings and a one coat system above the ceiling, when an acoustic or fire-rated ceiling is used. Provide 2 x 6 inch wood blocking as required for support of all wall mounted elements. Refinish existing walls to match new partitions of like construction. All surfaces to be clean and smooth. Existing walls and/or partitions to be incorporated as a part of the new leased premises to be prepared to receive new finish specified.

A specific fire rating shall be achieved for the specific wall construction type indicated in the Room Data Sheets by complying with the "Fire Resistance Directory" published by Underwriter's Laboratories, Inc.

DCPO uses STC ratings to specify minimum acoustical requirements. A specific STC rating may be achieved by a number of different construction assemblies, as published by several organizations, including the Gypsum Association. Where walls differing from standard walls as defined above are specified, install the corresponding types of doors, frames and hardware.

2.3.1. **Demising Wall:** Demising walls separating the proposed premises from other tenants and building support areas must meet code criteria for fire separation. Demising walls shall extend tight to the structure above, meet an STC rating of 45 or better, and be finished to match adjacent walls. A suggested assembly consists of 3-5/8 inch 22 gauge metal studs and tracks fastened securely to floor and structure above, with one layer of Type X 5/8 inch GWB on each side, and a row of horizontal stiffeners at midpoint of wall where required. Apply acoustical sealant at bottom and top and at all penetrations, and provide sound attenuating blanket between studs. A two hour UL rating can be achieved using two layers Type X GWB on each side.

2.3.2 **Full Height Partitions:** Provide full height partitions as indicated in the Room Data Sheets in Section B-2. Full height partitions shall achieve an STC rating of 40 or better. A suggested assembly consists of 3-5/8 inch 22 gauge metal studs and tracks with one layer of 5/8 inch GWB on each side, extending 6 inches above a standard 3/4" acoustical tile ceiling tightly fitted to the partition; or to underside of structure above when exposed and when required by acoustical and fire-rating criteria. Fasten tracks directly to the

floor and structure above or install angle bracing from the structure to the top of track to provide a rigid assembly. Prefinished wall systems providing similar acoustics, durability and physical appearance may be substituted for consideration.

2.3.3 Low Partitions: Provide low partitions as specified on the Room Data Sheets. Assume an average height of 60 inches for all low partitions; the User Agency reserves the right to specify up to three different heights during final design. Suggested assembly consists of 3-5/8 inch 22 gauge metal studs and tracks securely fastened to the floor with 1/2 inch or 5/8 inch GWB on each side. Brace with cross walls at a minimum of every 10 feet on one side. Provide milled, stain grade overlapping wood cap over a continuous wood nailer for partitions visible from above.

2.3.4 Acoustic Wall Assembly: Provide wall assembly with a STC rating of 50 or better as specified on the Room Data Sheets. Suggested assembly consists of two layers of GWB on one side and one layer on the other side, to extend to underside of structure above. Apply acoustical sealants at bottom and top and at all penetrations, and add sound attenuating blanket between studs. Add continuous gasket system around inside door frame(s) and a recessed automatic door sweep to minimize air and sound infiltration through closed door(s).

2.3.5. Fire Rated Wall Assembly: Fire resistance ratings, as required by code and room function, shall be achieved with the following minimum construction:

One hour rating: One layer of 5/8 inch rated GWB each side on 20 gauge metal studs at 16 inches on center.

Two hour rating: Two layers of 5/8 inch rated GWB each side, on 20 gauge metal studs at 16 inches on center.

2.3.6 Moveable (Demountable) Partition: Moveable partitions shall be standard non-progressive type, fully relocatable. Partition panels shall be faced with bevel-edged prefinished gypsum board on roll-formed steel or extruded aluminum studs. Struts and runners to hold panels in alignment shall be roll-formed galvanized steel. Metal ceiling track shall stabilize the wall at the ceiling/structure above, cover panel tops, or provide for covering trim. System shall include doors, one for each graduate student studio area, in integrated metal frame, provided by the moveable partition manufacturer as part of the entire partition system.

2.3.7 Impact-Resistant Walls: CMU, existing brick, and other masonry shall be considered impact resistant and shall not require additional work to meet the requirements of this paragraph. Stud-framed walls, other than movable (demountable) partitions, shall be made impact-resistant as follows. Screw-fasten 5/8 inch thick plywood (APA Grade B-D, Group 2) to studs vertically at 10 inches o.c. Adhere 20 gage galvanized (G90) steel sheet to plywood face with mastic, with top edge returned 90 degrees for the thickness of the plywood. Screw fasten the top reveal with cadmium-plated pan head screws at 10 inches o.c. Metal cladding shall be butt-joined to adjacent panels, with joints occurring a minimum of 6 inches from the nearest plywood substrate joint.

- 2.3.8 **Existing Masonry Walls:** Masonry at existing walls to remain may be left exposed. Brick shall be cleaned and CMU shall be properly prepared, primed and painted.
- 2.3.9 **Existing Framed GWB/Plaster Walls:** Existing plaster finish at walls to remain shall be patched in kind as required to match new partitions and painted.
- 2.3.10 **Vision Panel:** The landlord shall provide vision panels where indicated on the Room Data Sheets. Frame shall be of same construction and finish as the door frame. Glass shall be 1/4 inch thick clear safety glass. Vision panel area shall be as noted on the Room Data Sheets and, where not specifically indicated, shall be 12 square feet.
- 2.4 **Doors:** Doors and frames to match the acoustical, fire code and/or security qualities of the surrounding walls. Dimensions and locations of doors and hardware to comply with all applicable handicapped requirements. Standard door size modifications are specified on the Room Data Sheets. Unless noted otherwise, double doors, in a 6 foot wide by 7 foot high opening, shall be provided at all Studio spaces. Provide UL labeled fire-rated metal door in labeled frame as required by code. Door/frame finish shall consist of either one coat of sealer/primer and two coats of semi-gloss enamel, up to three colors selected by the User Agency, or two coats of polyurethane, with or without stain. All existing doors and frames which will remain shall be prepared to receive new finishes.
- 2.4.1 **Standard Interior Door and Frame:** Provide 1-3/4 inch thick x 3 foot wide x 7 foot high solid core wood flush doors with hardwood stain grade veneer in 16 gauge steel frames, knock-down construction, with 5/8 inch deep stops, factory primed, and with 2 coats compatible paint finish.
- 2.4.2 **Vision Panel Door:** To standard door and frame above, add door manufacturer's standard glass panel, approximately 9 inches wide x 2'-6" high located at eye level on the latch side of the door for all passageways and at all program space entries as noted on the Room Data Sheets.
- 2.4.3 **Tenant Entry Doors and Studio Department Entry Doors:** Provide pair of 1-3/4 inch thick x 3 foot wide x 7 foot high 16 gauge metal or solid core wood doors with hardwood stain grade veneer in 16 gauge welded steel frames. Add 18 inch to 36 inch wide x 7 foot high tempered glass sidelights in metal or wood frame to both sides of doors, actual size to be determined by User Agency during final design.
- 2.4.4 **Automatic Door/Power-Assisted Door:** Provide automatic or power-assisted door(s), as described in the ADA Title II guidelines, at the main accessible entrance to the building and to the tenant space.
- 2.4.5 **Automatic Overhead Doors:** Wherever forklift access is indicated on the Room Data Sheets, provide metal overhead coiling service door, electrically operated, in sizes indicated, in addition to standard access door.

2.5 Hardware

- 2.5.1 **Standard Hardware Package:** On standard doors, provide Grade 2 hardware package including 1-1/2 pair non-rising pin butt hinges, latchset with lever handles, silencers, floor or wall mounted door stops 5/8 inch deep. Latchsets shall be Arrow, Best or Schlage only. All hardware shall be stainless steel with commercial grade US32D satin finish. Install closers and panic bars as required by code.
- 2.5.2 **Locks:** Provide cylinder lockset using interchangeable core cylinders to allow immediate rekeying of lock, keyed to agency master, at all doors unless noted otherwise.
- 2.5.3 **Heavy Duty Hardware Package:** Provide heavy duty Grade 1 hardware including ball bearing hinges, cylinder lockset, and deadbolt with minimum 1 inch throw and concealed hardened steel roller. Latchsets to be Arrow, Best or Schlage. Provide turnpiece on inside face of door.
- 2.5.4 **Electronic Locks:** Provide coded security locks, computer card key, or key pad access system at the main entry to each of the seven art departments.

2.6 Finishes and Specialties: Refer to Room Data Sheets for location of all finishes. The following are minimum standards; all finishes are subject to approval.

- 2.6.1 **Ceilings:** Ceilings may be new or existing acoustical tile systems, or existing structure may remain exposed, where indicated on Room Data Sheets, or be protected with appropriate GWB ceiling system where required by code and/or by protection from dust intrusion.

2.6.1.1. **Acoustic Ceilings:** Where indicated on the Room Data Sheets, provide an acoustical tile ceiling system consisting of 2'-0" x 2'-0" x 5/8 inch lay in panels in a suspended T-grid system. Ceiling heights shall conform with Room Data Sheets. Piping in these spaces shall be concealed above the ceiling.

2.6.1.2. **Exposed Structure:** Where indicated on the Room Data Sheets, based on functional criteria, existing structure may remain exposed. Exposed utilities must be organized and coordinated and visual appearance acceptable and pleasing. Exposed structure shall be cleaned, sealed to prevent dust intrusion from one space to another, and painted for proper light reflectance. Fire-rating, where required by codes, shall be accomplished with GWB system.

- 2.6.2. **Floors:** Floor finishes for all rooms/areas are specified on the Room Data Sheets. Space must comply with all applicable handicapped requirements with regard to floor materials, door thresholds, carpeting height, and anchoring details. All floors shall be level and smooth before installing Agency floor finishes.

2.6.2.1. **Carpet and Straight Base:** Carpet shall be 24 ounce per square yard directly adhered to the floor, with 20 year non pro-rated warranty, to meet the following criteria:

- Weave: Accuweave/Patterned Loop

- Pile Fiber: Continuous filament nylon, solution dyed, 2 ply to 4 ply
- Gauge: 1/8 to 1/10 per inch
- Pile height: 0.187 inch
- Backing: Powerbond/Condensed with pressure-sensitive adhesive, factory applied.
- Electronic sensitivity threshold 3.5 kv maximum (tested at 20% RH @ 70 F.
- Flammability: Passing "Pill" test.

Provide matching carpet tiles in areas where underlying floor accessibility is required, including all Computer Labs. Adhere carpet or carpet tiles to underlying floor per carpet manufacturer's recommendations. Provide vinyl, rubber or wood 4 inch straight wall base.

2.6.2.2 Resilient Tile/Resilient Sheet Flooring: In areas indicated on the Room Data Sheets provide 12 x 12 x 1/8 inch commercial grade vinyl composition tile (VCT) conforming to ASTM F1066, Composition 1, Class 2, with a vinyl reducer strip between vinyl and other flooring materials. Resilient sheet flooring shall be commercial sheet vinyl 0.085 inches thick, in 9 to 12 foot wide rolls conforming to ASTM F1303, Type I, Grade I. Install a 4 inch painted wood base at Studios, and a 4 inch resilient cove base at other types of spaces, unless noted otherwise, along all walls.

2.6.2.3. Terrazzo: Terrazzo floor shall be thinset epoxy matrix type employing marble or granite chips with a binder. Compressive strength of terrazzo shall be 12,000 psi; tensile strength shall be 4,800 psi when tested in accordance with ASTM D638. Binder shall be resistant to chemicals employed in processes performed within the space, as stated in the Room Data Sheets.

2.6.2.4 Epoxy Flooring: Where acid resistance is required for a floor surface, as stated in the Room Data Sheets, an epoxy floor shall be provided. Where applied over existing wood floors, 2.5 mesh metal lath shall be applied over 15 lb. building felt. Epoxy thickness shall be 3/8 to 1/2 inch.

2.6.2.5 Quarry Tile and Ceramic Tile Floors: Quarry and ceramic tiles shall be 6 x 6 x 1/2 inch units; with 3/8 inch grout joints at quarry tile and 1/4 inch grout joints at ceramic tile. Ceramic tile shall be non-slip glazed type. High temperature chemical-resistant epoxy mortar and grout shall be employed, conforming to ANSI A118.3. Following setting methods shall be employed at the applicable substrates, as described in "Handbook for Ceramic Tile Installation" published by the Tile Council of America. At concrete subfloor, Design No. F113 (Dry-Set Mortar of Latex-Portland Cement Mortar); at wood subfloor, Design No. F141 (Cement Mortar).

2.6.2.6. Wood Flooring: Wood flooring, when not existing in the space, or when existing wood flooring is deteriorated, shall be 5/8 x 4 inch tongue and groove wood strip flooring, installed perpendicular to the existing wood floor. Acceptable existing wood floor shall be

belt sanded with upright floor sander. Wood floors shall receive two coats of satin finish urethane.

2.6.2.7 Heat Resistant Flooring: Concrete floors are considered heat resistant. Quarry tile, as described in paragraph 2.6.2.5, shall be installed on existing wood floors when heat resistant flooring is required. Where heat resistant floor is required in a space where heavy objects are forged, formed, or worked, and the substrate is wood, the floor surface shall be square-edged cast abrasive aluminum or steel, 1/4 inch thick, fastened to the substrate with flathead countersunk cadmium-plated wood screws.

2.6.2.8 Burnproof/Nonflammable Floor: All efforts should be made to have this floor type be cast-in-place concrete. If this is not possible, then a cast abrasive metal plate floor shall be installed, as described in paragraph 2.6.2.7.

2.6.2.9 Concrete Floors: All concrete floors shall be sealed with standard urethane-based concrete floor sealer. Sealer, however, shall be epoxy-based in presence of those acids/chemicals which are incompatible with urethane. Chemicals employed in processes performed within the spaces are stated in the Room Data Sheets.

2.6.3 Wall Finishes

2.6.3.1 Paint: Provide one coat of appropriate primer/sealer and two coats egg-shell or semi-gloss latex paint, up to three colors, selected by the User Agency. All painted and sealed surfaces to be lightly sanded between coats to give a clean smooth finish.

2.6.3.2 Ceramic Tile: Ceramic wall tile shall be 4 x 4 x 1/4 inch glazed tile, installed over cementitious backer unit (CBU), in lieu of GWB, over metal stud framed full height partition, previously described. CBU shall conform with ANSI A118.9, and shall be mounted over 15 lb. roofing felt or 4 mil polyethylene film. Tile installation shall be with dry-set mortar or latex portland cement mortar. Installation shall conform with Design W244 as published in the "Handbook for Ceramic Tile Installation" by the Tile Council of America.

2.6.3.3 Tackable Surface: The landlord is to provide and install direct glue or wrapped and stapled, 54 inch wide cloth goods over homosote board, as indicated on the Room Data Sheets. Fabric shall be neutral color Monk's Cloth and shall comply with the flammability requirements of 780 CMR of the Massachusetts State Building Code.

2.6.4 Specialties and Built-in Assemblies

2.6.4.1 Countertops: Standard countertops shall be plastic laminate over plywood or particleboard panel substrate. Adhesive shall be waterproof. Marble counter shall be one inch thick marble. Wood countertop shall be laminated wood 2 x 3 or 2 x 4, reinforced with threaded-rod through bolts. Chemical-resistant countertop shall be monolithic epoxy laboratory-type, slate, or bluestone. Metal countertop shall be 1/8 inch or 3/16 inch thick level steel sheet. All countertops shall have 4 inch high backsplash of same

construction as counter, where abutting a wall. Joint between countertop and backsplash shall be liquid-tight, to the liquids employed in the space as noted in the Room Data Sheets. All countertops shall be mounted on a suitable base, compatible with the space function. Where noted on the Room Data Sheets, countertop shall be mounted over a base cabinet. No counter top shall be wall or partition hung.

2.6.4.2 Signage: Provide agency signage system which includes room numbers and room names with changeable inserts or applied diecut vinyl letters. Provide directories at main entrance(s) and each floor of multi-story buildings to allow visitors to easily find their way to major destinations within the leased premises. In buildings occupied solely by the Commonwealth, provide exterior signs indicating the Commonwealth of Massachusetts, the User Agency name, street address and town. Provide signs to meet all applicable handicapped requirements.

2.6.4.3 Window Treatments: The landlord is to provide 2.5 to 3.5 inch operable vertical blinds typically for the building perimeter windows. At all Crit. Rooms and wherever room darkening is called for in the Room Data Sheets, windows shall be equipped with blackout shades or operable shutters. Type and color of window treatment to be selected by the User Agency.

2.6.4.4 Display Case: The display case shall be either a commercially available manufactured product or a custom fabricated item, in sizes indicated on the Room Data Sheets. Unit shall be floor-mounted, with inside case depth of 1'-2". Construction may be either wood- or metal-framed, and finished with solid back and top, glass front, and either glazed or solid sides. Doors shall be float plate glass or safety glass if within 18 inches of the floor, sliding type with solid head and sill rails of either wood or metal. Sill shall be either channel or mortise type to conceal metal wheel assembly, with ball bearing hubs, running on a raised metal rail. Door segments shall be securable with a cylinder lock. Interior of opaque sides and back shall be cork lined. Four rows of glass shelves shall be provided, supported with metal standards engaged in double slotted channel tracks. Interior shall be illuminated with concealed fluorescent tube lighting. Aluminum components shall have an anodic finish; wood shall have clear finish or be analine dyed; and steel shall be enamel painted. One duplex 110 V receptacle, flush with case floor shall be provided for each 8 feet of case length.

2.7 Mechanical

2.7.1 Introduction

This narrative outlines HVAC, Plumbing and Fire Protection criteria to be met by a proposer responding to the Request For Proposal (RFP) for the College of Visual and Performing Arts of the University of Massachusetts/Dartmouth's New Bedford Campus. These criteria are tied to Architectural programmatic requirements contained in the room data sheets for this RFP. They are not tied to any specific site.

The requirements for various process exhaust systems are contained in the portion of this RFP prepared by the Industrial Hygienist and are not repeated here. Note that the Proposer's mechanical contractor is responsible for providing all components of the mechanical system both supply and process exhaust.

2.7.2 HVAC Design Criteria

Winter Outdoor Design Criteria:

The outdoor design temperature to be used for heating load calculations shall be 9° F as specified by the Sixth Edition of the Massachusetts State Building Code for New Bedford.

Winter Indoor Design Criteria:

The indoor setpoint shall be 72° F as required by the State Building Code.

Summer Outdoor Design Criteria:

For those administrative areas scheduled in the program to be air conditioned the outside design temperature to be used for load calculations shall be 82° F as required by the State Building Code for New Bedford.

Summer Indoor Design Criteria:

The indoor design temperature for those administrative spaces scheduled to be air-conditioned shall be 78° F. Note that the majority of the spaces in the building are not scheduled to be air-conditioned.

Ventilation:

Ventilation in classrooms is to be a minimum of 20 cfm per person. Ventilation of Office and other ancillary occupied spaces is to be a minimum of 20 cfm per person. In areas with process exhaust systems the amount of outside air brought in to make up exhaust requirements will exceed the above requirements. Ventilation requirements shall be determined from Article 16 of the BOCA National Mechanical Code, 1993 version which is the reference mechanical code for Massachusetts.

In most cases the number of occupants is indicated on each room data sheet in terms of workstations, to which must be added one instructor. For design purposes the Engineer will use the largest number of occupants between that indicated in the room data sheets and occupancies listed in the BOCA Code.

Airflow Rates:

Minimum air flow rates in classrooms, other than those with process make up air requirements will be eight air changes per hour. Minimum air flow rates in offices or other ancillary occupied spaces shall be four air changes per hour. Rooms with significant process make up air requirements will exceed eight air changes per hour.

Noise Criteria (RC):

All mechanical equipment including diffusers shall produce room criteria (RC) of 35 or below. See the process ventilation portion of this RFP for requirements for process ventilation equipment.

Humidification:

Due to the expense of humidifying the large amount of process make up air, and the lack of minimum humidity requirements in the Architectural program there shall not be humidification added to the building in the winter.

Exhaust Requirements:

Process exhaust requirements including those for solvent storage cabinets and the Hazardous Waste Storage room are given in the portion of this RFP prepared by the Industrial Hygienist.

Toilets will be exhausted at the rate of 75 cfm per water closet. Janitors closets shall be exhausted at a rate of 15 air changes per hour. Storage rooms housing paint and other artists materials shall be exhausted at a rate of 10 air changes per hour. Electric rooms shall be exhausted at a rate to limit their maximum temperature to 85° F on design days.

2.7.3 HVAC System Criteria

Central Plant:

The central plant shall consist of two low pressure (<15 psig) steam boilers, a steam to hot water converter, a condensate receiver and condensate pumps, combustion air inlet ductwork, a boiler flue, two hot water pumps and hydronic specialties.

The steam boilers will serve the 100% outdoor air make up air handlers for process exhaust and the steam to hot water converters. Each boiler will be sized for 67% of the maximum heating load calculated by the Proposer based on calculation requirements outlined later in this narrative. In cold weather both boilers will operate in parallel. Note that the steam is essential to avoid coil freezeup problems with the 100% outdoor air handling units. If an existing building without steam boilers is proposed a separate steam boiler system will be provided, sized for the load of the 100% outdoor air handling units.

If gas is available as a fuel and an atmospheric burner is selected then a type B gas vent will be used. If oil is used or a gas power burner is selected then an all fuel chimney with a stainless steel liner will be required.

Combustion air inlet openings will be sized in accordance with the Massachusetts Fuel Gas Code for gas fired boiler and in accordance with the requirements of the BOCA 1993 Mechanical Code for oil fired boilers.

If an oil fired boiler is used then fuel storage and delivery requirements shall be per the requirements of the Massachusetts Fire Prevention Regulations CMR 527. Any underground fuel oil tanks will be double wall type with an interstitial monitoring and alarm system. Steel tanks will be provided with a cathodic protection system in accordance with Mass CMR 527.

The hot water pumps will both be sized for 100% of the total hot water flow requirements calculated by the Proposer - one pump shall be used for 100% standby operation.

Hydronic Distribution Criteria:

Steam and condensate piping shall be sized per the requirements of the 1997 ASHRAE Handbook of Fundamentals Chapter 33 for 5 psig steam.

Hot water piping shall be sized for a maximum pressure loss of 2.9' per 100' of pipe corresponding to 350 milinches per foot of pipe.

Pipe insulation thickness shall be per the requirements of the energy conservation provisions of the State Building Code for the service involved.

Hot water baseboard heating will be used as it is more effective to provide heat under a window than from overhead. The baseboard heating will also allow the 100% outdoor air process make up air handling units to be turned off during unoccupied hours.

Air Distribution Criteria:

Airflow in ductwork shall be limited to 1500 fpm in shafts and 1200 fpm over occupied areas to minimize potential noise problems.

For ductwork serving areas where there is return air a ducted rather than a plenum return shall be used to minimize the potential for indoor air quality problems. No duct lining shall be permitted - ductwork shall be externally insulated.

Duct insulation thickness, for ducts within ceiling plenums shall be per the requirements of the State Building Code. Exposed ducts required to be insulated by code will be double wall type. Sheet metal construction shall be per the SMACNA Duct Construction Standards.

Main Ventilating Air Handling Unit(s):

The main ventilating air handling unit or units shall provide tempered ventilation air and economizer cooling to all areas except those scheduled to be air conditioned, studio spaces requiring 100% outdoor air or those having process make up requirements. The contractor may provide one or more air handling units to accomplish this purpose.

The air handler(s) shall incorporate economizer cooling to allow free cooling with outdoor air during non-peak times of the year. The excess air will be relieved by a return fan which may be built into the unit or provided separately. During peak summer and winter conditions the ventilation minimum outdoor air shall be introduced through the unit(s). Spaces served by this unit will have air recirculated from them. Spaces with significant dust accumulation potential will be served by filter return grilles.

The unit(s) will also feature double wall construction to ensure that no fibers come in contact with the airstream as well as 30% efficient pre-filters and 60% efficient final filters. These measures will minimize indoor air quality problems.

The Proposer shall ensure that the outdoor air inlet for the air handler is located a significant distance from any of the numerous process exhaust outlets and that no exhaust fumes are entrained into the outdoor air inlet. The Proposer shall not merely use the ten foot separation between exhaust and inlets required by the code, but shall have the discharge plumes from the nearest process exhausts to the outdoor air inlet computer modeled by a Massachusetts Registered Professional Engineer to ensure that no cross contamination will take place under wind conditions likely to prevail at the site.

The air handler(s) will feature variable speed drive operation for both supply and return fans. A static pressure controller in the supply duct will modulate the supply fan VFD with the return fan VFD reduced in speed based on the supply fan reduction. Variable air volume boxes will be provided at individual zones. On a reduction of load in the space served by the variable air volume box the box damper will modulate down to its ventilation minimum position. The baseboard radiation control valve shall not begin to modulate open until the box damper is at minimum position. During unoccupied periods the air handling units and return/relief fans shall be off with the baseboard radiation providing heat.

At a minimum the rooms served by the Main Ventilation Air Handling Unit, listed by Department, are as follows. Other rooms served by 100% outdoor air make up units are described later in this RFP.

Ceramics:

Slide Library

Fibers:

(4) Faculty Offices
Fibers Crit and Lecture
General Storage Room
Fibers CAD Lab
CAD Lab Technician's Office

Metals:

(2) Faculty Offices/Studio
Crit/Slide Room
Tool Crib/Store Room
Resource Room

Printmaking:

Printmaking Computer Room
(3) Faculty Offices

Woodworking:

Tool Room
Wood Crit Room

Sculpture:

Critique Studio
Tool Room

Painting:

Crit Room

Air Conditioning Units:

The architectural program requires the Administration area, all of the space used by Bristol Community College (BCC), all computer rooms, and major ancillary spaces such as the Gallery, Library and Faculty Lounge to be air conditioned. The Proposer shall

provide DX rooftop units or DX split system air conditioning units to accomplish this purpose. The unit serving the Gallery shall be dedicated to the Gallery and shall provide 24 hour per day conditioning. The other units shall be off at night in the summertime and shall operate on a night setback arrangement in the winter. Interior and exterior zones may not be combined on any one air conditioning unit zone without the use of reheat coils, variable volume boxes or zone dampers. Similarly separate perimeter exposures may not be combined on one zone.

Air conditioning unit air handlers or rooftop units of over 5,000 cfm capacity must be provided with free cooling economizer operation per the requirements of the State Building Code.

If the contractor elects to use rooftop units and if gas is available on site then gas furnaces may be provided in the rooftop units. Air distribution criteria for these systems including air velocities and ducted returns shall be as previously described.

All computer rooms and CAD labs shall be air conditioned with split system ductless air conditioning units.

100% Outdoor Air and Process Make Up Air Systems:

The process exhaust system requirements are contained in the portion of this RFP prepared by the Industrial Hygienist. This section outlines systems to provide tempered (heating only) make up air to these exhaust systems as well as studio spaces which require 100% outdoor air (no recirculation).

The process make up air handlers and 100% outdoor air handlers for the studio spaces will be similar to the main ventilating unit except that they will supply 100% outdoor air and they will have drainable, non-freeze steam heating coils or indirect fired gas furnaces instead of hot water coils. A general exhaust system, interlocked with the 100% outdoor air handling units, will be provided to exhaust air delivered to the studios.

The make up air units will supply 90% of the air exhausted by the process involved. The Proposer's consultant shall determine the process exhaust cfm for the particular area involved from the portion of this RFP prepared by the Industrial Hygienist. For spaces requiring 100% outdoor air but not having process exhaust, eight exhaust air changes per hour will be provided by the general exhaust with 90% of this made up by the air handling unit.

The supply units will be interlocked to operate whenever the exhaust fans operate. If the exhaust fan is turned to low speed during occupied periods the make up air unit will operate at a low speed to supply the space with ventilation air requirements. This speed switching shall be accomplished by variable frequency drives set up for two speed operation. Where one make up air unit serves separate process exhaust systems in different rooms, two position terminal boxes with hot water reheat coils will be provided on the supply to each space. When a process exhaust fan is switched to low speed on one of these systems, the respective volume box shall go to minimum position and a variable frequency drive shall reduce the speed of the make up air units supply fan. The process exhaust fans shall not turn off during occupied hours (when people are in the space but when the process is not being used) but will go to low speed. This will prevent the space containing the process equipment from being positively pressurized.

Areas requiring process or 100% outdoor air make up systems are listed below by department:

Ceramics:

Minimum one VAV air handler to serve the following rooms:

- Glazing Lab
- Plaster Room
- Clay Room
- Graduate Studios
- Undergraduate Studios/Juniors
- Undergraduate Studio/Seniors
- Undergraduate Studio/Special Studies
- Elective/Handbuilding
- Elective/Wheelthrowing
- Tool Room
- Faculty Offices

Fibers:

Minimum one VAV air handler to serve the following rooms:

- Lacquer Room
- Screen Coating and Dye Room
- Dye Storage Room
- Dye Lab
- Spray Room
- Dye Kitchen
- Screen Exposing Room
- Yarn Storage Room
- Surface Design Elective
- Drying Room
- Graduate Fiber Weaving Studio
- Surface Textile and Design
- Intro Weaving Studio
- Graduate Surface Design Studios
- Main Weaving Studio

Metals:

Minimum one VAV air handler to serve the following rooms:

- Finishing Room
- Main Work Room
- Hot Forge/Welding Area
- Electroforming Room
- Light Equipment Area
- Acid Room
- Annealing Room
- Lapidary/Cold Glass Room
- Studio/Elective Room
- Enameling Room
- Grad Studio

Majors Studio
Sanding Grinding Area
Cutting and Forming Area
Photo Area
Major Project Area

Printmaking:

Minimum one VAV air handler to serve the following rooms:

Acid Room
Etching Studio
Lithography Studio
Screen Printing Studio
Printmaking Majors Room
Graduate Studio
Stat. Room
Exposure Room
Photo Darkroom

Woodworking:

Minimum of one VAV air handler to serve the following rooms:

Graduate Studio and Bench Room
Machine Room
Elective Room
Faculty Studio and Office
Lathe Room
Sanding/Grinding Room
Wood Faculty Studio
Spray and Finish Room

Sculpture:

Minimum of one VAV air handler to serve the following rooms:

(2) Installation Spaces
Woodshop Area
Welding Room
Metals Finishing
General Shop
Junior Studio
Senior Studio
Graduate Studio
Project Storage Room
Faculty Office
Clay and Plaster Mixing Room

Painting:

Minimum of one VAV air handler to serve the following rooms:

Senior Painting and Drawing Studio
Graduate Painting and Drawing Studio

Process Exhaust Material Requirements:

The specific criteria for process exhaust systems are contained in the portion of this report prepared by the Industrial Hygienist. Except where that portion of the RFP explicitly calls for PVC ductwork, all process exhaust ductwork shall be welded Type 316 stainless steel.

Exhaust fans shall have all components exposed to the airstream provided with a coating suitable to resist the contaminants involved in the process exhaust. Submit a list of manufacturer's recommended fan coatings for the types of processes involved in this project.

Exhaust fans shall be centrifugal upblast type with guyed high velocity discharge cones (velocities at exit greater than 2,000 fpm) to disperse contaminants away from the building. The proposer shall provide whatever acoustical baffles may be necessary around the fans to meet all City noise criteria ordinances at the property line.

Automatic Temperature Controls:

The HVAC system shall include a complete direct digital control (DDC) system of automatic temperature controls.

2.7.4 Calculation Submittal Requirements

With their response to this RFP the Proposer shall submit detailed procedures by which the following calculations will be performed (including computer simulation programs to be used) and the name and registration number of the Massachusetts Registered Professional Engineer who will perform the calculations. The actual calculations must be submitted after the Proposer is selected but before construction commences:

- A. Heating load calculations for all building areas including those served by process exhaust systems. Calculation procedures shall be in accordance with the 1997 ASHRAE Handbook of Fundamentals.
- B. Cooling load calculations for areas to be air conditioned. Calculation procedures shall be in accordance with the 1997 ASHRAE Handbook of Fundamentals.
- C. Pipe sizing calculations for both steam and hot water piping according to criteria previously listed.
- D. Hot water pump sizing calculations. Pumps shall not be picked on the rightmost third of their performance curve. A sample pump curve shall be provided.
- E. Air handler and ductwork total pressure loss calculations. Supply and exhaust fan selections including sample fan curve.
- F. Process exhaust fan total pressure loss calculations. Exhaust fan selection including sample fan curve.

G. Computer modeling print outs of process exhaust plumes in relation to air handler inlets.

H. Seismic design calculations for all HVAC components.

2.7.5 Testing, Balancing and Commissioning Requirements

Testing of Piping

Piping shall be pressure tested in accordance with the requirements of ASME B 31.

Testing of Ductwork

Ductwork shall be leak tested in accordance with the procedures outlined in the SMACNA Duct Leakage Manual. Leakage will be limited to 2% of total supply airflow.

Air and Water Balancing

All air and water systems shall be fully balanced in accordance with ANSI/ASHRAE Standard 111 "Practices for Testing, Adjusting, and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems".

System Commissioning

All portions of the HVAC system shall be fully commissioned in accordance with the ASHRAE Guideline for Commissioning of HVAC Systems.

2.7.6 Plumbing Design Criteria

Governing Code

The plumbing system shall be designed in accordance with the provisions of the latest edition of the Massachusetts Fuel Gas and Plumbing Code.

Work Included

The work shall include all new sinks, worksinks, toilets, emergency eye washes, emergency showers and other plumbing fixtures, water, gas (natural gas, acetylene, and oxygen), waste and vent piping, compressed air system(s), and acid waste and neutralization system(s).

If an existing building is proposed for this project the Proposer will verify that the existing water service entrance, sanitary system exit and storm system are adequate for the proposed occupancy. Verification will be confirmed by calculations submitted to DCPO and stamped by a Massachusetts Registered Professional Engineer.

Compressed Air System

The compressed air system shall consist of a duplex, oil free air compressor and tank, filter dryer and pressure regulator. The Proposer shall take particular care not to locate the compressor near or over any acoustically sensitive spaces. The compressor shall be sized assuming 100% diversity - that all outlets will be in use at any one time with the maximum required psi being able to be delivered to the outlet furthest from the compressor. PSI requirements will be established from the equipment specifications of the tools and air driven machines to be provided by the College.

Type L copper tubing will run between the outlet of the air compressor pressure regulator and compressed air outlets in the following rooms:

Ceramics:

Glaze Lab
Undergraduate Studios
Plaster Room
Clay Room
Tool Room

Metals:

Annealing Room

Sculpture:

Wood Shop Area
Welding Room
Metal Finishing Studio
General Shop
Junior Studio
Graduate Studio

Acid Waste Neutralization Systems

The acid waste systems including waste piping, vent piping and neutralizing sumps shall be constructed in accordance with the requirements of Mass. CMR 248, 2.13 Piping and Treatment of Special Wastes. Waste and vent piping shall be constructed from flame retardant Schedule 40 polypropylene. A central limestone neutralization tank will be required just prior to the system leaving the building. All worksinks requiring an acid resistant finish or acid resistant plumbing as indicated in the room data sheets shall be connected to the acid waste neutralization system. An emergency shower and eyewash shall be provided when indicated on the room data sheet, in all rooms where an acid resistant worksink is provided or as required by code.

2.7.7 Fire Protection Design Criteria

Governing Codes and Standards

The fire protection system shall meet all requirements of Article Nine of the Sixth Edition of the Massachusetts State Building Code as well as the City of New Bedford Fire Department. Automatic sprinkler systems shall be designed in accordance with NFPA 13.

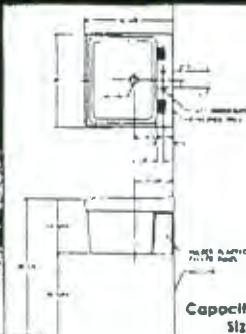
2.7.8 Seismic Requirements

All portions of the mechanical system shall meet the seismic requirements contained in Chapter 16 of the Sixth Edition of the State Building Code.

Pages B-20 to B-29 Deliberately Omitted

LAUNDRY TUBS

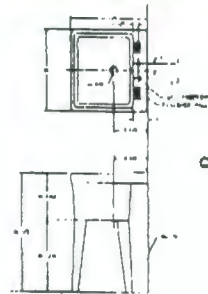
WALL HUNG SERV-A-SINK®



Capacity: 20 gallons
Size: 23" X 22"

Single compartment, molded-stone, wall hung tub with heavy gauge, galvanized wall bracket. Side fillers are made of white molded plastic polymer.

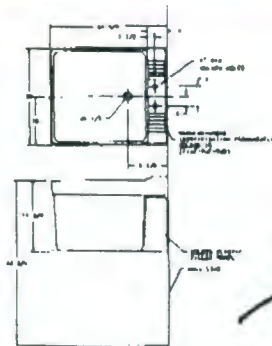
FL-1 FLOOR MOUNTED SERV-A-SINK®



Capacity: 20 gallons
Size: 23" X 27"

Single molded-stone floor mounted laundry tub complete with white baked enamel legs and leveling feet.

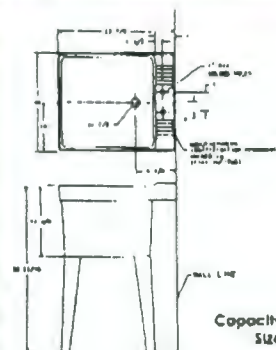
SF-1W WALL HUNG TUF-TUB™



Capacity: 20 gallons
Size: 24" X 20"

Single compartment, structural foam, supported by wall bracket. Side fillers made of white, molded plastic polymer.

SF-1F FLOOR MOUNTED TUF-TUB™



Capacity: 20 gallons
Size: 24" X 20"

Single compartment structural foam, floor mounted TUF-TUB with white baked enamel steel angle legs with leveling feet.

SPECIFICATIONS

MODELS: L1, SF-1W, FL-1, SF-1F, P-1, FLTD, L-2, DL-1, LTD; ACCESSORIES

Molded-Stone® laundry tubs shall be manufactured by Fiat Products. Molding shall be done in matched metal dies under heat and pressure resulting in a homogeneous molded unit. Drain with stopper shall be furnished as standard equipment. Capacity shall be 20 gallons for single tub models and 40 gallons for double tub models.

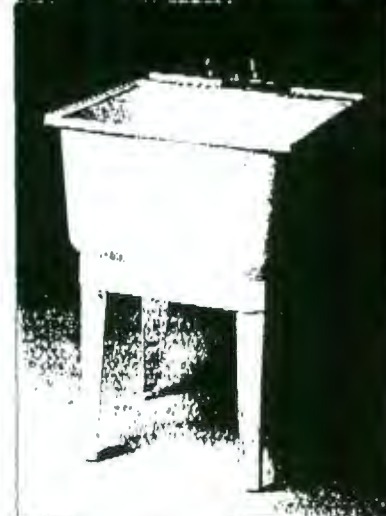
The single compartment TUF-TUB™ Laundry tub from Fiat Products, is manufactured from a molded, fine celled, structural plastic polymer. The basic model number is SF-1 and has an integrally molded drain. Plastic stopper and tail piece nut with washer are supplied with all models. Water capacity is 20 gallons. Outside, front to back dimensions are equal to laundry room appliances (washer and dryer).

Wall-mounted tubs are provided with brackets for wall hanging installation. Floor-mounted tubs are provided with white baked enamel angle legs that slip into molded sockets for rigid, friction-fit. Legs have self-leveling feature and floor anchor.

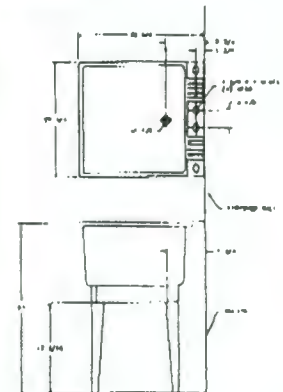
A 4" ledge, integrally molded at back of the unit, includes two (2) soap dish locations and two 1" diameter molded holes. Holes are used to accept an optional, 4" on centers deck faucet.

All single molded stone, structural foam and poly tubs are available in six-packs and bulk quantities.

P-1 POLY-ONE LAUNDRY TUB



Single white polypropylene laundry tub, floor mounted. Complete with white enamel legs and leveling feet.



Capacity: 20 gallons
Size: 25" X 22"

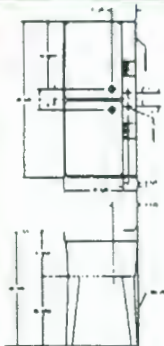
FIAT Products offers a complete line of Laundry Tubs. Choose from materials of molded stone, structural foam, or white polypropylene. FIAT Laundry Tubs are available for wall mounting or can be free standing (floor mounted). Each tub is a one-piece homogeneous unit.

5

FLTD FLOOR MOUNTED SERV-A-SINK

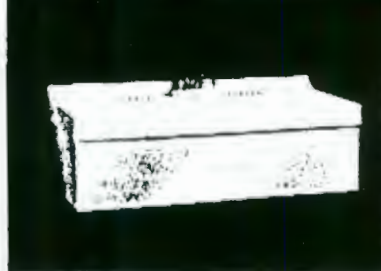


FLTD is a double laundry tub, supported by white baked enamel steel angle legs with leveling feet.



Capacity: 40 gallons
Size: 44" X 22"

LTD WALL HUNG SERV-A-SINK



LTD is a double laundry tub supported by heavy gauge, galvanized steel mounting brackets secured to the wall.

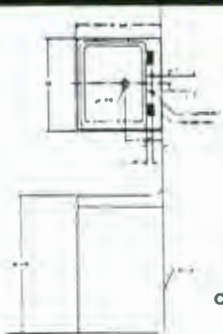


Capacity: 40 gallons
Size: 44" X 22"

FL-2 SERV-A-SET®



Consists of a single molded-stone laundry tub in white and super quality metal cabinet, assembled and packed in one carton. Sturdy, double wall door with invisible right hand pivot pin. Cabinet available in white only.



Capacity: 20 gallons
Size: 23" X 22"

ACCESSORIES

A-2 OVERFLOW PIPE



A-1 DECK TYPE FAUCET

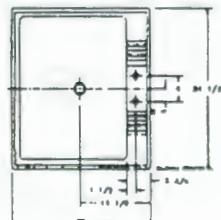
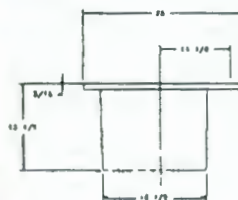


Deck type faucet, 4" centers with a 6 1/4" threaded spout.

DL-1 DROP IN SINK

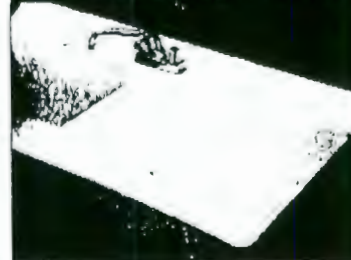


White, molded tub with 20 gallon capacity. Recommended cut out size 23 1/8" x 20 1/8" radius corner countertop. A single molded tub with built in self-draining soap trap on back ledge.



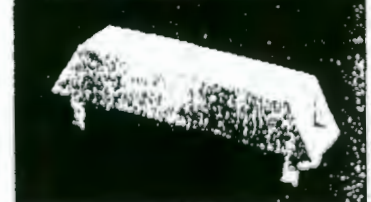
Capacity: 20 gallons
Size: 24" X 22"

A-6 MOLDED STONE COVER



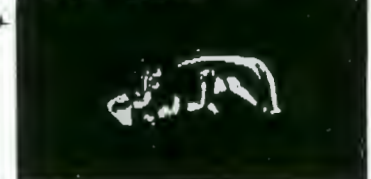
For use with models L-1, FL-1, DL-1, LTD, FLTD. Matching, molded-stone cover with recessed hand grip and drain design. Doubles as added work surface. On LTD & FLTD models, cover slides from side to side.

A-3 FAUCET ADAPTER



Molded faucet block for attaching clamp on faucet.

A-17 FAUCET



Model A-17 faucet for top supplies. Clamp on chrome plated faucet with swing spout and angled hose end. (Use with A-3 adapter.)

SOLIDS INTERCEPTORS



FLUSH WITH FLOOR OR ON THE FLOOR TYPES

FUNCTION: Provides a means of collecting solids such as metal chips, plaster and stones before entering the drain line, preventing line stoppage. The Fig. 8710 small capacity interceptor is ideal for dental offices or similar establishments where the unit can be mounted directly under the sink to recover precious metals as well as intercept harmful debris. Fig. 8715 larger capacity interceptor is ideal for hospitals where a greater amount of solids is anticipated in the drainage water. Fig. 8710 and Fig. 8715 units are cleaned by removing cover and lifting strainer and screen assembly vertically out of the body.

REGULARLY FURNISHED:

White Duco Coated Cast Iron Body and Aluminum Gasketed Cover and Sediment Strainer with Removable Stainless Steel Screens.

OPTIONAL MATERIALS:

Acid Resistant Coating Inside -ARI and/or Outside -ARIO

NOTE: Allow 9 1/4" above interceptor for removal of strainer.

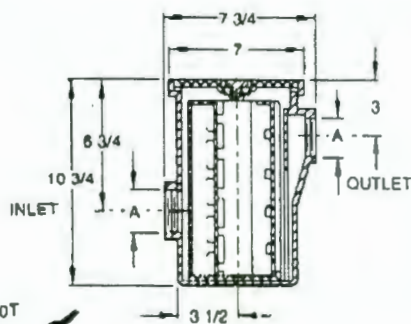


Fig. 8710T

A (Pipe Size) = 0150 or 02

REGULARLY FURNISHED:

White Duco Coated Steel Body and Sediment Strainer with Removable Stainless Steel Screens and Cast Iron Cover.

OPTIONAL MATERIALS:

Acid Resistant Coating Inside -ARI and/or Outside -ARIO

NOTE: Allow 14 1/2" above interceptor for removal of strainer.

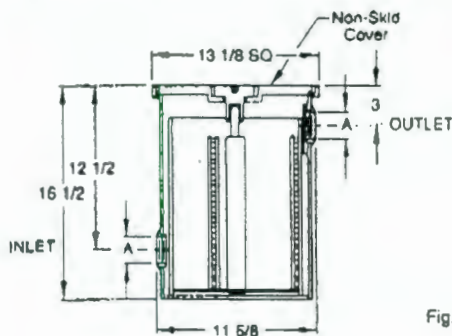


Fig. 8715T

A (Pipe Size) = 0150 or 02



8710



8715

FLUSH WITH FLOOR OR ON THE FLOOR TYPE

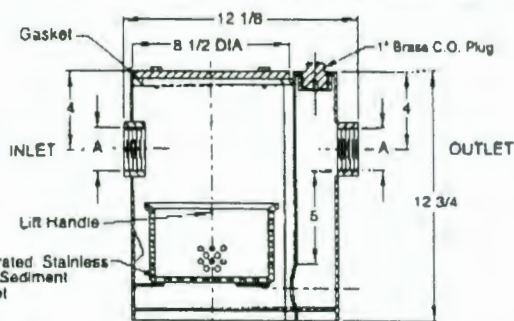


Fig. 8714T

A (Pipe Size) = 0150 or 02

FUNCTION: Provides a means of collecting solids such as metal chips, plaster and stones before entering the drain line, preventing line stoppage. Fig. 8714 small capacity interceptor is ideal for dental offices or similar establishments where the unit can be mounted directly under the sink to recover precious metals as well as intercept harmful debris. Fig. 8714 has an internal deep seal trap and is cleaned by removing cover and lifting sediment bucket vertically out of the body.

REGULARLY FURNISHED:

Fabricated Steel Body and Cast Iron Cover with Galvanized Sub-Coat with White Duco Finish Inside and Outside and Stainless Steel Perforated Bucket.

OPTIONAL MATERIALS:

Acid Resistant Coating Inside -ARI and/or Outside -ARIO
All Stainless Steel Fabricated Body and Cover -SS

NOTE: Allow 4 1/2" above interceptor for removal of basket.



8714

SUSPENDED TYPE

FUNCTION: Compact design makes this unit particularly adaptable for use directly under the fixture in place of the regular "P" trap. Unit will intercept all types of solids and precious metals. Interceptor is cleaned and inspected by removing bottom sediment strainer plate and dropping entire assembly.

REGULARLY FURNISHED:

White Duco Coated Cast Iron Body and Aluminum Strainer with Removable Stainless Steel Screens.

OPTIONAL MATERIALS:

Acid Resistant Coating Inside -ARI and/or Outside -ARIO
Aluminum Body -AA

NOTE: Allow 8 1/2" below interceptor for removal of strainer

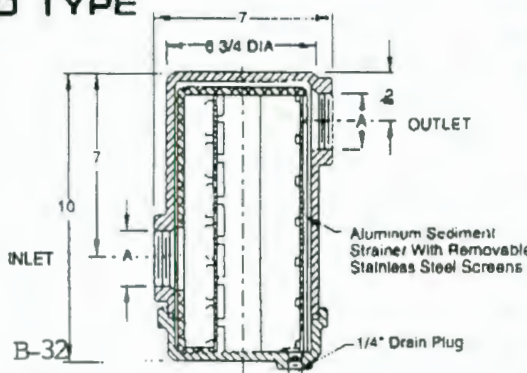


Fig. 8730T

A (Pipe Size) = 0150 or 02



8730

CHICAGO[®] FAUCETS

2100 SOUTH CLEARWATER DRIVE
DES PLAINES, ILLINOIS 60018-5999
708-803-5000

FITTING NO.

980-907

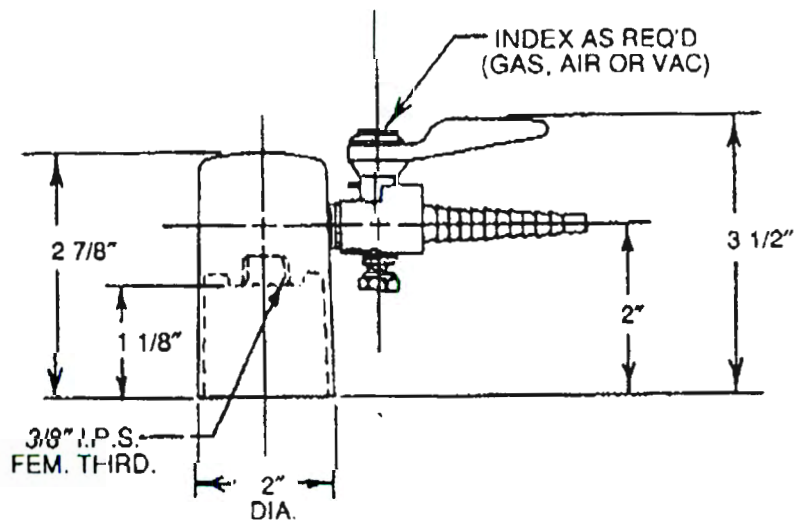
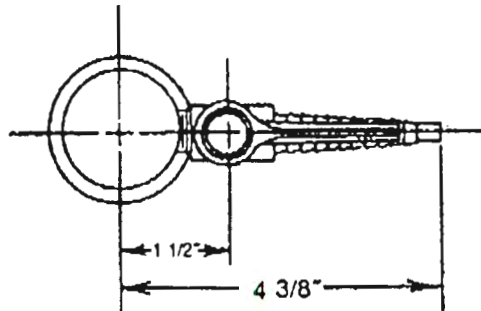
SUBMITTED MODEL NO.

JOB NAME

ITEM NO.

SUBMITTED AS SHOWN

SUBMITTED AS NOTED

SEE ATTACHED FOR
SUBMITTED MODIFICATION


Roughing in dimensions may vary and are subject to change. No responsibility is assumed for use of superseded or voided data. (0192-1)

TECHNICAL DATA

SPECIFICATION MANUAL

TURRET WITH 907 LOW PRESSURE GROUND KEY COCK
3/8" I.P.S. FEMALE INLET
INTEGRAL SERRATED NOZZLE
CHROME PLATED FINISH

PAGE

376

CHICAGO[®] FAUCETS

2100 SOUTH CLEARWATER DRIVE
DES PLAINES, ILLINOIS 60018-5999
708-803-5000

FITTING NO

986F-907

SUBMITTED MODEL NO

JOB NAME

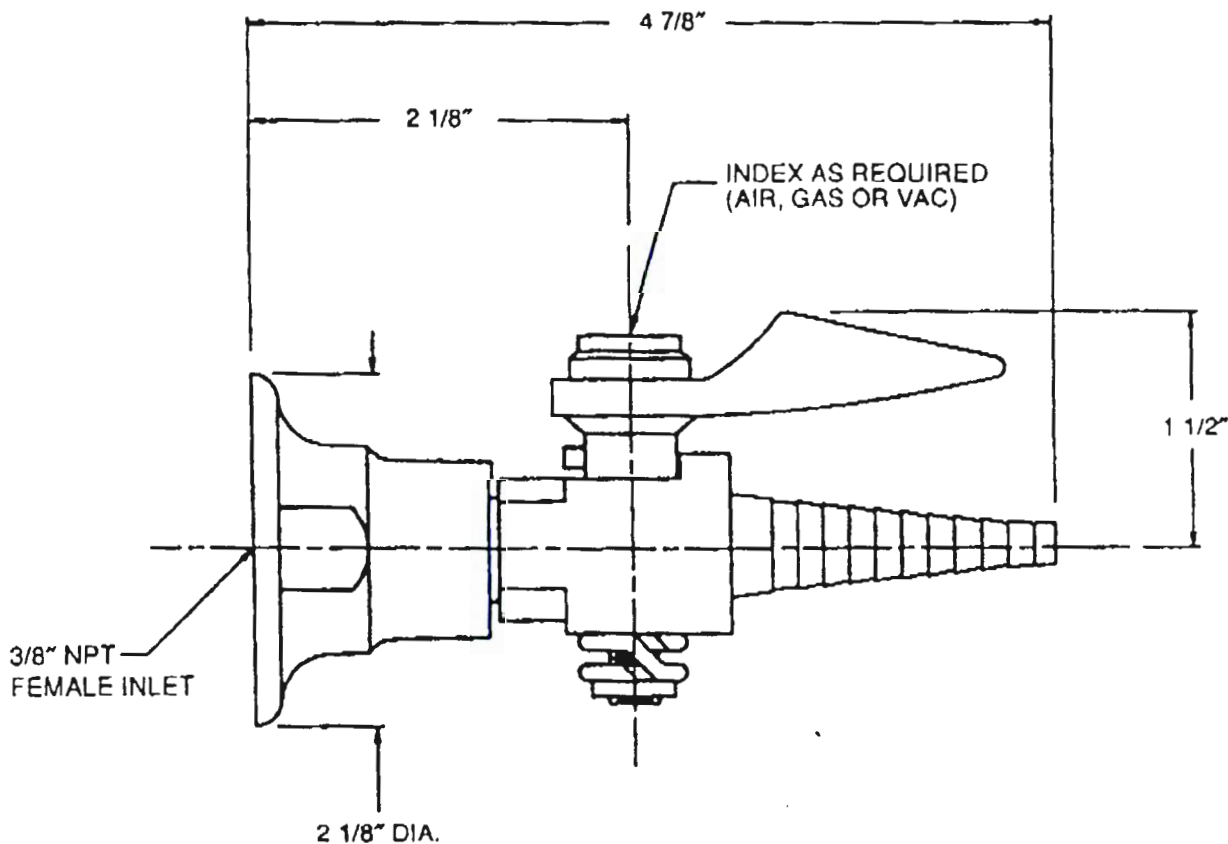
ITEM NO.

SUBMITTED AS SHOWN

SUBMITTED AS NOTED

SEE ATTACHED FOR
SUBMITTED MODIFICATION

Roughing in dimensions may vary and are subject to change. No responsibility is assumed for use of superseded or voided data. (0192-1)



TECHNICAL DATA

SPECIFICATION MANUAL

PAGE

WALL FLANGE WITH 3/8" NPT FEMALE INLET
907 GROUND KEY COCK
CHROME PLATED FINISH

420

2.8 ELECTRICAL:

- A. Provide an electrical system which is completely tested and ready for operation.
- B. Installation shall comply in all details with the Massachusetts Electrical Code with its latest revisions and all prevailing federal, state and local codes.
- C. All material and equipment shall be Underwriters' Laboratories, Inc., listed, where a standard has been established.
- D. Unless otherwise specified, all work shall be manufactured, tested and installed in accordance with the latest editions of applicable publications and standards of the following organizations:
 - 1. American Society for Testing and Material (ASTM).
 - 2. Underwriters' Laboratories, Inc. (U.L.)
 - 3. Insulated Power Cable Engineers Association (IPCEA).
 - 4. National Electrical Manufacturers Association (NEMA).
 - 5. Institute of Electrical and Electronic Engineers (IEEE).
 - 6. American National Standards Institute (ANSI).
 - 7. National Fire Protection Association (NFPA).
 - 8. National Electrical Code (NEC).
 - 9. Massachusetts Electrical Code (MEC).
 - 10. Americans with Disabilities Act (ADA), Public Law 101-336.
 - 11. Commonwealth of Massachusetts State Building Code (SBC)
 - 12. Insulated Cable Engineers Association (ICEA)

2.8.1 SERVICE

- A. The required service for the tenant area has been calculated using the N.E.C. and owner provided equipment power profiles based on 79,000 net sq.ft., of which approximately 20,000 sq.ft. would be air conditioned. The required service for this tenant is estimated as follows:

1200 amperes at 277/480 volts, 3 phase, 4 wire or
or
2500 amperes at 120/208 volts, 3 phase, 4 wire.

2.8.2 METERING

- A. There should be separate utility company metering of the tenant space.
- B. All common area spaces including corridors, vestibules, elevator, lobbies, mechanical spaces, electric rooms, lavatories and elevator equipment shall be powered from a house panel separate from this tenants power panels.

- C. Meter sockets shall be provided in accordance with utility company requirements, and shall be rated 100 amp or 200 amp as required.

2.8.3 DISTRIBUTION

- A. There shall be adequate distribution panels provided to accommodate tenant lighting, power and HVAC equipment.
- B. Provide at least (1) one 225 amp 42 circuit lighting panel per 7,000 sq.ft. for 120/208v, 3 phase 4 wire systems or at least (1) 225 amp per 15,000 sq.ft. for 277/480v system.
- C. Provide at least (2) two 400 amp 42 circuit HVAC panels for HVAC equipment for 120/208v systems
or
Provide at least (2) two 225 amp 42 circuit panels for HVAC equipment for 277/480v systems.
- D. Provide at least (2) two 75kva 480 Delta/120-208v Wye step down transformer for each 23,000 sq.ft. of floor space for 480 volt systems.
- E. Provide at least (2) two 225 amp, 42 circuit, 120/208v, 3 phase 4 wire panels for general use power per 23,000 sq.ft.
- F. Provide at least (1) one 30 kva k13 rated 280v Delta/120-208v Wye transformer, for computer loads, per 23,000 sq.ft. for 120/208v system.
or
Provide at least (1) one 30 kva k13 rated 480v Delta/120-208v Wye transformer for computer loads per 23,000 sq.ft.
- G. Provide at least (1) one 100 amp 120/208v 30 circuit panel per 23,000 sq.ft. for computer power.
- H. Provide at least (1) one 100 amp 30 circuit 120/208 volt emergency panel per 20,000 sq.ft. or fraction thereof of usable area. If system is 277/480 volt, provide all required step down transformers.

2.8.4 OWNER EQUIPMENT

- A. Provide separate power feeds, connections and disconnects of appropriate size and phase, to accommodate the electric kiln load which shall include but is not limited to the following:
- 2 @ 200 amps 3 phase 240v
 - 2 @ 35 amps 1 phase 240v
 - 1 @ 32 amps 1 phase 240v
 - 1 @ 25.2 amps 1 phase 240v
 - 6 @ 48 amps 1 phase 240v
 - 8 @ 34 amps 3 phase 240v
 - 1 @ 30 amps 3 phase 240v

2.8.5 MAIN DISTRIBUTION SWITCHBOARD

- A. Description
1. Switchboards shall be GE Spectra Class 2 or equal with an individually mounted main device section feeding a group-mounted distribution sections. The switchboard shall be front accessible and manufactured for service entrance use. The service voltage may be

120/208 or 277/480 volt, 3 phase, 4 wire. Maximum main device rating shall be 2500 ampere for 120/208v system or 1200 amp for 277/480v system.

2. Main circuit breaker shall be insulated case type. Feeder breakers less than 1200A shall be molded case type.

B. Standards

1. The switchboards shall be designed, built, and tested in accordance with NEMA PB-2 and Underwriters Laboratories No. UL 891 and the latest requirements of the National Electrical Code. All sections and devices shall be UL listed and labeled.

C. Structure

1. The switchboards shall be a completely self-supporting structure with 90 inch high vertical sections bolted together to form the required arrangement.
2. All sections shall be rear aligned and may be rolled, moved, or lifted into the installation position and bolted directly to the floor without the addition of floor sills. The structure frame shall be die formed 12 gauge steel with reinforcing corner gussets. Bolt-on enclosure covers shall be code gauge steel. All steel surfaces shall be chemically cleaned prior to painting. Exterior paint color shall be ANSI 61 Light Gray.
3. Bus bars shall be copper rated for full ampacity as shown on the drawings. Cross-section current density shall not exceed 750 amperes per square inch. Bus bars shall be mounted on supports of high impact non-tracking insulated material, and shall be braced to withstand the mechanical force exerted during short circuit conditions.
4. A full length ground bus is secured to each vertical section. A-B-C type bus arrangement (left-to-right, top-to-bottom, front-to-rear) shall be used throughout to assure convenient and safe testing and maintenance.
5. Where special circuitry precludes this arrangement, bus bar shall be labeled.
6. All lugs shall be UL listed for use with copper or aluminum cable with ampacity based on 75°C conductor temperature ratings.
7. Switchboard current ratings including devices shall be based on operation in a 25°C room ambient, per UL 891.
8. The switchboard devices and bus bar bracing shall be fully rated for the available AIC. Series rated equipment is not acceptable.

D. Circuit Breakers

1. Insulated case - Main Breaker
 - a. Provide insulated case main circuit breaker which is UL listed to UL Standard 489 and meet the requirements of NEMA Standard AB1-1975.
 - b. The insulated case circuit breaker shall be rated to carry 100% current continuously in accordance with UL-489 and shall be of stationary construction.
 - c. Trip Unit Functions. The trip unit shall include the following standard features:
 - 1) True RMS sensing

- 2) Adjustable long-time current setting of 0.5 to 1.1 times the rating plug value
 - 3) Adjustable long-time delay with four bands
 - 4) Integral long-time pickup indicator
 - 5) Adjustable instantaneous trip
 - 6) Integral ability for full secondary-current injection
 - 7) Phase-selectable ammeter meter display, local overload, short-circuit and ground fault trip-cause indication
 - 8) Short-time pickup and delay with 1st ramp in or out
 - 9) Ground fault pickup and delay with 1st ramp in or out.
2. Molded Case - Distribution Breakers
 - a. Standards
 - 1) The breaker frame shall have legible, tamper-proof nameplates containing catalog number; maximum frame ampere rating; maximum voltage rating and interrupting ratings in accordance with UL Standard 489.
 - b. All molded case circuit breakers shall have an over-center, toggle handle operated, trip-free mechanism with quick-make, quick-break action.
 3. CT Cabinet
 - a. Switchboard shall have integral CT cabinet meeting requirements of Commonwealth Electric Company.
 - b. CT cabinet shall have double doors with continuous piano type hinges on either side. Cabinet shall have locking provisions and shall have interior mounting rack for CTs.

2.8.6 LIGHTING AND GENERAL POWER PANELBOARDS

- A. Provide dead front lighting and power panelboards, with proper voltage and amp rating as required. Panelboards shall be surface or flush mounted as required.
- B. Provide copper bus bars and full size insulated neutral bus. Panel buswork shall be rated to carry, as minimum, ampere rating of overcurrent device that serves panel. Panels with see-thru bussing shall not be used. Provide anti-turn, solderless lugs suitable for copper or aluminum wire.
- C. Provide separately mounted ground bus for each panelboard. Ground bus shall be bonded to panelboard enclosure.
- D. Provide bolt-on, molded case, circuit breakers with thermal - magnetic trips. Multiple pole breakers shall be single handle, common trip. Provide handle locks for emergency lighting circuits, fire alarm security, or other similar functions.
- E. Main circuit breakers shall be mounted vertically, separate from the branch breakers.
- F. Panelboard shall be capable of supporting additional bolt-on circuit breakers without modification.
- G. Provide fully rated circuit breakers equal to short circuit interrupting current available.

- H. Provide typed name card in each panelboard. Card shall indicate the equipment, lighting areas or receptacle areas fed by each branch circuit breaker.
- I. Provide "door-in-door" construction for each panelboard. Panelboards shall have heavy duty doors with continuous verticle hinge to allow access to box section of panelboard for wiring access.
- J. Panelboard doors shall have flush mounted catch and lock with two keys. All keys for panelboards shall be keyed alike.
- K. Nameplates consisting of black plastic with white center, lettering to be 1/4" high, engraved through to white layer and properly fastened with brass screws shall be provided for the following equipment:
 - 1. All panelboards and distribution switchboards
 - 2. Terminal cabinets.
 - 3. Junction boxes larger than 4-11/16".

2.8.7 DRY TYPE TRANSFORMERS FOR 480V SYSTEMS

- A. Dry-type transformers shall be provided as required.
- B. Primary voltage shall be 480 volt, 3 phase, delta connected.
- C. Secondary voltage shall be 208/120 volt, 3 phase 4 wire-wye connected.
- D. Insulation shall be class H, 150° C temperature rise.
- E. Transformers shall be open-ventilated, dry type of noted capacity as shown on the drawings.
- F. Primary taps shall be provided. Six taps, 2 above and 4 below rated voltage. Each tap shall be 2-1/2%.
- G. Vibration dampers shall be provided between frame and housing, noise level shall be per NEMA standard.
- H. For applications involving computer loads, provide K-13 rating on transformer

2.8.8 DISCONNECT SWITCH

- A. All safety switches shall be NEMA General Duty Type HD and Underwriters' Laboratories listed.
- B. All switches shall have switch blades which are fully visible in the OFF position with the door open. All current-carrying parts shall be plated through electrolytic processes to resist corrosion and promote cool operation.
- C. Switches shall be quick-make and quick-break such that, during normal operation of the switch, the operation of the contacts shall be not capable of being restrained by the operating handle after the closing or opening action of the contacts has started. The handle and mechanism shall be an integral part of the box, not the cover, with positive padlocking provisions in the OFF position.

- D. Switches shall be furnished in NEMA 1 general purpose enclosures unless NEMA 3R (raintight) are required. Enclosures shall be of code gauge (UL 98) sheet steel (NEMA 1) or code gauge phosphate treatment and gray baked enamel finish.
- E. Switches shall be horsepower rated for 600 volts AC and all switches shall be fused type with dual element fuses.

2.8.9 CONDUIT/RACEWAY SYSTEMS

- A. EMT shall be used in all exposed areas which are not subject to physical abuse. Couplings and connectors for electrical metallic tubing shall be galvanized steel set-screw.
- B. MC Cable shall be used above hung ceiling areas, in wall partitions and in other concealed areas not subject to moisture or physical abuse. Flexible conduit used for lighting fixture final connections shall be limited to a maximum length of six feet.
Flexible conduit shall not be used in exposed areas, surface mounted applications and surface mounted within electrical closets.
- C. Liquid-tight flexible metal conduit shall be used for the final connections to all roof top equipment and in all areas where motors and other equipment are subject to an oil or moisture type environment.
- D. Galvanized Rigid Steel Conduit (GRC) conduit shall be installed in all areas subject to physical abuse.

2.8.10 DERATING OF CIRCUITS

- A. For 20 ampere branch circuit wiring furnish and install the number of individual conduits required to limit the number of conductors in each conduit to a number which will not require derating to a value below 100 percent of the current rating of the circuit overcurrent protective device.

2.8.11 NEUTRAL WIRING

- A. For 120 volt branch circuit wiring to receptacles, common neutrals shall not be permitted.
- B. Individual neutral conductors shall be installed within the raceways and be run with the branch circuit.
- C. Conductors utilized for neutral wiring shall have type "TW" or better insulation, color coded white.

2.8.12 WIRE AND CABLE

- A. Wiring shall be minimum of #12 AWG solid.
- B. Non-metallic conduit, type NMC/Romex shall not be used.
- C. Provide single conductor wire and cable with 600V insulation. Wire size #8 AWG and larger shall be stranded. Wire of size smaller than #8 AWG shall be solid. Conductors shall be soft drawn copper with conductivity of not less than 98% of ANSI Standard for annealed copper.
- D. Wire and cable shall be Type THWN-THHN building wire, 600V, rated for 75°C in wet locations and 90°C in dry locations.

- E. All wire and cable shall be copper, no aluminum is permitted.

2.8.13 FIRESTOPPING

- A. Firestopping shall be installed by the electrical contractor for all new or existing electrical conduits which enter or pass through fire rated walls or floors. Fire seal fittings shall be used around cable, in sleeves, or in core drilled holes passing through fire rated walls and floors.

2.8.14 DUPLEX AND SPECIAL PURPOSE RECEPTACLES

- A. For all offices, storage areas and classrooms, provide (1) one 20 amp 120v duplex outlet starting at 6' from hinge side of door and continuing around the perimeter 12' on center.
- B. For offices, provide (1) one general purpose 20 amp circuit per two offices and (1) one computer grade 20 amp circuit per two offices. For classrooms requiring computer power, provide (4) four computer grade, 20 amp circuits per classroom.
- C. For classrooms, provide (1) one general purpose, 20 amp circuit per classrooms, and in addition, provide required wiring to support any owner furnished equipment.
- D. For all laboratories or bench type applications, provide (1) one 20 amp duplex outlet per work station. Nor more than 4 outlets per circuit.
- E. For all PC computer locations and printer stations, provide (1) one computer grade 20 amp duplex outlet. No more than (2) two stations or outlets per circuit.
- F. In studio spaces, provide (1) one 20 amp 120 volt duplex outlet starting at 6' from hinged side of door and continuing around perimeter 12' on center. In addition to the general receptacles, an additional (2) two 20 amp 120 volt receptacles shall be installed per individual studio space. See room data sheets for quantity of individual studios.
- G. For all kitchen and kitchenettes, provide (1) one 20 amp GFI receptacle per 6' of counter space. Each counter of 2' or greater shall have at least one receptacle.
- H. For all benches or equipment which cannot be serviced from a wall receptacle, a 20 amp duplex flush floor receptacle/poke through shall be provided. No more than (4) four devices per circuit.
- I. Provide proper receptacle, (ampere rating and phase) to connect all fixed in place power tools and equipment which includes but are not limited to the following:

Electric Potters Wheels	Floor mounted grinder
Bench grinder	Floor mounted belt sander
Clay slip mixing machine	8"+10" disk sanders
Slip casting mixers	Spindle lathe
Air compressors	Machine lathe
Band sand	Power hacksaw
Disc grinder	Drill presses
Chop saw	Sand blaster
Range	Hydraulic press
Washer/Dryer	Hot plates
Buffing machines	Arc Welders
Vibrating tumblers	Mortise machine
Polishing lathes	Spindle sander

Drum sander
Joiner
Belt lathe
Wood lathe
Plaster Mixer

Table saw
Planer
Navy Lathe
Overhead hoist
Clay mixer

For quantity by room, see Architectural Room Data Sheets.

- J. Provide GFI receptacles on separate circuits for each bathroom.
- K. Mount all devices per ADA requirements.
- L. All standard receptacles shall be commercial specification grade 20 ampere, 125 volt, back and side wired.
- M. All GFI receptacles shall be commercial specification grade 20 ampere, 125 volt back and side wired.
- N. All special receptacles for specific equipment shall be commercial specification grade of ampere, voltage and phase required to match the equipment being serviced by the outlet.
- O. Poke thru's shall be flush after installation, self sealing fire rating and shall house appropriate outlet of ampere, voltage and phase to match equipment being serviced by the outlet.
- P. All device plates shall be smooth, no line high strength thermal plastic in colors to match outlets.
- Q. Provide appropriate explosion proof box, receptacles and plates in all spray booths or other areas of hazard.

2.8.15 GENERAL LIGHTING AND SWITCHING

- A. For all general offices, faculty lounge, general classrooms, provide energy efficient fluorescent lighting using T-8 lamps and electronic ballasts to provide 70 ft. candles at work surfaces 30" AFF.
- B. For all studios, shops, labs and any other area where fine work (i.e., jewelry making, engraving, fiber work, etc.) is being performed, provide energy efficient fluorescent lighting using T-8 lamps and electronic ballasts or HID lighting to provide 90-100 ft. candles at a work surface 30" AFF. For purposes of this RFP, assume that 25% of the total area will have to meet this requirement.
- C. For all corridors, storage areas, electric and mechanical rooms, provide energy efficient fluorescent lighting to produce 30 ft. candles at 30" AFF.
- D. For all hazardous locations, provide explosion proof fluorescent lighting fixtures to produce 100 ft. candles at 30" AFF.
- E. Switching of lights shall be accomplished using combinations of single pole, 3-way and 4-way switching.
- F. There shall be (1) one single pole switch in each office, classroom or shop which does not exceed 750 sq.ft.
- G. For all areas exceeding 750 sq.ft., provide (1) one additional switch per each additional 750 sq.ft. or fraction thereof.

- H. Provide 3-way key switches for corridor and other common areas.
- I. Switches will be located adjacent to entrance door of each space.
- J. 3 and 4 way switching shall only be used if there are more than one access point to an area.
- K. Task lighting consisting of fluorescent or incandescent lamps shall be provided in areas as described in the Architectural Room Data Sheets. These task lights shall be locally switches.
- L. Provide explosion proof switch and box in all spray booths and other areas of such hazard.
- M. All switches shall be 20 amp quiet toggle type, 277v rated, Commercial Specification grade, back and side wired.
- N. All device plates shall be smooth-no line high strength thermoplastic in a color to match switch.

2.8.16 DIRECTIONAL LIGHTING

- A. Provide light track in each gallery. Track shall be positioned 3' away from perimeter walls and shall cover the entire perimeter of the room. In addition, a track shall be located in the middle of the gallery running the length of the room. Each 16' of track shall be fed from a separate 20 amp feed. Each 16' of track shall also have its own switch located at the entrance to the gallery.
- B. Each Class room and Lecture room shall be provided with a 32 watt PL, recessed fluorescent hi-hat fixture with dimming ballast. This lighting will be in addition to any lighting requirement required in previous sections. These lights shall be placed on 12' center throughout the room and shall have a dimmer located at the entrance door.

2.8.17 FIRE DETECTION AND ALARM SYSTEM

- A. General
 - 1. The proposer shall furnish, install, and place in operation a non-coded, supervised, general evacuation fire alarm system for the complete building. If building is a high rise then fire alarm system shall be of the addressable voice evacuation type and shall meet all the requirements of a high rise building.
 - 2. The completed fire alarm system shall meet all local and state codes.
 - 3. Equipment and completed installation shall be U.L. listed or approved and shall meet approval of City of New Bedford Fire Department, Massachusetts State Fire Marshall, Authorities having jurisdiction and shall be in accordance with the applicable sections of the latest edition of the National Electrical Code, ADA Code, NFPA 71, 72, 72E and life Safety Code #101.
 - 4. The complete system shall contain smoke detection, horn light alarms, pull stations, duct smoke detectors, water and tamper flow switches and other devices as required for a complete system.
 - 5. Provide for all fire alarm testing and certification charges.
- B. Main Fire Alarm Control Panel (FACP)

1. Electrical contractor shall provide a main fire alarm control panel. Control panel shall contain the required number of supervised initiating and indicating circuits for the building.
2. The panel shall be of modular construction for ease of expansion and servicing. All modules shall be supervised.
3. The systems shall consist of one main common control module with built-in 24 VDC power supply and integral battery charger. Operating controls and zone and supervisory indicators shall be located behind locked hinged outer doors.
4. Sixty (60) hours of battery standby power shall be provided with five (5) minutes of alarm signaling at the end of this sixty (60) hour period, as required by NFPA 72.
5. The FACP shall have indicating LED's (light emitting diodes). A green LED shall indicate presence of 120 volt supply power. Amber LED's shall indicate system trouble conditions, Red LED's shall indicate alarm conditions.
6. The main fire alarm panel (FACP) shall be located near the main building employee entrance and shall be connected to the fire department via underground conduit system. Master box shall be located as required by the Fire Department.

C. Sequence of Operation

1. The activation of any manual fire alarm pull station, or the automatic actuation of any thermal detector, system smoke detector, sprinkler flow switch, or any other alarm actuating device shall result in the following:
 - a. The zone in alarm shall light its respective alarm lamp at the Fire Alarm Panel, (FACP).
 - b. All alarm notification devices (horn lights) shall sound and strobes shall flash.
 - c. If alarm signals are silenced for any reason, they shall automatically resound if another alarm zone is tripped.
 - d. Release all magnetically held doors.
 - e. Transmit signal to fire department.
2. The FACP, shall signal elevator controllers to recall the elevators to the main floor level. Elevator recall to main level shall occur when any elevator lobby smoke detector (except main level), or top of shaft elevator smoke detector or elevator machine room smoke detector is activated.
The FACP shall also signal the elevator controllers to recall the elevators to the alternate floor level upon activation of the main level elevator lobby smoke detector.

D. Remote Devices

1. Smoke detectors shall be photoelectric type and shall operate at 24 VDC. Provide double contact base for smoke detectors used for elevator recall and to operate remote LED's.
2. Remote Alarm Indicator (LED) shall be provided as shown on the drawings. LED shall have stainless steel faceplate and shall be engraved "alarm" unless otherwise noted.

3. Duct smoke detectors shall be photoelectric type, complete with remote test station and sampling tubes. Remote test station shall have red LED indicating light and stainless steel faceplate. Duct smoke detectors shall shut off associated air handling unit upon activation. Detectors shall be located on exhaust ducts of all A/C units over 2000 CFM and on the supply side of all A/C units over 15,000 CFM.
4. Heat detectors shall be low profile, matte white, 200°F fixed temperature or 135 degrees F fixed temperature.
5. Pull stations shall be semi-flush, non-coded, double action break rod stations. Pull stations in public areas shall at the option of the Superintendent of Fire Alarm have an accepted protection cover with an integral sounding device.
6. Horn and strobe units shall be provided in a common enclosure. The visual strobe shall meet all requirements of the ADA Code. Strobe shall be rated as follows:
 - a. The lamp shall be a xenon strobe type or equivalent.
 - b. The color shall be clear or nominal white, i.e., non-filtered or clear filtered white light.
 - c. The maximum pulse duration shall be two-tenths of one second (0.2 second) with a maximum duty cycle of 40 percent. The pulse duration is defined as the time interval between initial and final points of 10 percent of maximum signal.
 - d. The intensity shall be a minimum of 75 candela.
 - e. The flash rate shall be a minimum of 1 Hz and a maximum of 3 Hz.

The audible portion of the device shall be rated to meet ADA Codes and shall meet the following criterion:

The horns shall produce a sound that exceeds the prevailing equivalent sound level in the room or space by at least 15 dba or exceeds any maximum sound level with a duration of 60 seconds, by 5 dba, whichever is louder. Sound levels for alarms shall not exceed 120 dba.

Horn/strobe units shall be located as shown on the drawings. Horn/strobes shall be mounted at 80 inches above the highest floor level within the space or 6 inches below the ceiling, whichever is lower.

No place in common corridors or hallways in which visual alarm signaling appliances are required shall be more than 50 feet from the signal.

No place in any room or space required to have a visual signal appliance shall be more than 50 feet from the signal (in the horizontal plane). In large rooms or spaces exceeding 100 feet across, without obstructions 6 feet above the finish floor, such as auditoriums, devices may be placed around the perimeter, spaced a maximum of 100 feet apart, in lieu of suspending appliances from the ceiling. Remote LED's with stainless steel backplates shall be provided as required by local authorities. Engraved nameplates shall be provided below remote LED's to indicate position of associated detector(s).

7. Provide a supervised exterior rotating beacon 24 VDC with a red lens. Beacon shall operate on battery standby power 24 VDC for 15 minutes of alarm. Beacon shall be of non-corrosive Lexan plastic construction with an optically designed red lens, a wall mounting bracket; Neoprene weather proof gaskets shall also be included. Beacon shall

measure over five (5) inches in height for visibility. Location shall be determined by the Fire Department.

8. Knox-Box shall be recessed mounted near the front entry. Box shall be aluminum with tamper switch.
9. Magnetic door hold open devices shall be furnished and installed at all fire doors. Magnetic door hold open devices shall be wall mounted with 24 VDC coils powered from the fire alarm control panel. Door holders shall have brushed aluminum finish.
10. Strobe only units shall be provided and shall meet all requirements of NFPA and ADA codes. Strobe shall be rated as follows:
 - a. The lamp shall be a xenon strobe type or equivalent.
 - b. The color shall be clear or nominal white, i.e., non-filtered or clear filtered white light.
 - c. The maximum pulse duration shall be two-tenths of one second (0.2 second) with a maximum duty cycle of 40 percent. The pulse duration is defined as the time interval between initial and final points of 10 percent of maximum signal.
 - d. The intensity shall be a minimum of 75 candela.
 - e. The flash rate shall be a minimum of 1 Hz and a maximum of 3 Hz.
11. Provide LED type remote annunciator, positioned in lobby. The annunciator shall be flush mounted type and shall be supervised for system trouble. All alarm LED's and wiring shall be supervised. The number of zones shall match fire alarm panel.

E. Wiring

1. All fire alarm wire and cable shall be UL listed for fire alarm use.
2. The fire alarm system shall be a complete automatic and manual, closed circuit, Class A, 4 wire, connected and left in first-class operating condition. All end-of-line resistors shall be mounted within the FACP.
3. In concealed areas, fire alarm cable shall be plenum rated, type FPLP, with red outer jacket. Installation shall meet requirements of NEC article 770 and 725. Conductors shall be solid copper #14 minimum, with low smoke, low flame type jacket.
4. In exposed areas, fire alarm wiring shall be type THHN insulation. Wire size shall be #14 AWG minimum. All wiring related to the fire alarm system shall be installed in type EMT conduit.

2.8.18 EMERGENCY LIGHTING

- A. Provide emergency lighting to adequately illuminate means of egress from classrooms, corridors, rest rooms, (ADA), shops and lecture halls. Exact types and quantities shall be governed by final tenant space layout and building, fire department and electrical inspections department requirements.

2.8.19 TELEPHONE AND DATA SYSTEMS

A. GENERAL

1. Provide complete telephone and data cabling. At each telephone/data location required, provide a single gang back box, (1) one telephone jack and (2) two data cable jacks and device plate. This shall be a four position plate with one spare (blank) and three active).
2. Install cables without kinks or excessive compression from tie wraps or cable support systems. Ensure full compliance with EIA/TIA 606, 568A and 569 standards.
3. Label each voice and data jack at the outlet and in the wiring room with the cable number, unique. Provide as-built drawings as part of close out submittals.

B. VOICE SYSTEM

1. Install wiring and telephone jacks for pay telephones, (1) one per 15,000 sq.ft.
2. Provide 120 volt, quad receptacle, mounted to plywood backboard.
3. Provide telephone homerun wiring from the plywood backboard located in the main or intermediate telephone/data room to each telephone jack. Telephone wiring shall be category/level 5, 24 AWG plenum rated.
4. Telephone outlets shall be provided in each office, classroom, shop, lecture hall and other spaces deemed appropriate by tenant and shall include a single gang backbox, single gang flush faceplate with RJ-45 telephone jack. For wall telephones, provide type 630 faceplate and telephone jack.
5. At main telephone backboard, terminate all voice station cables on AT&T AB style termination frames. Use five C4 clips and one C5 clip per row. Label each cable run, jack and termination block with unique number.
6. Test all voice cables with a TEST-ALL-IV unit or equal. Confirm polarity, pass continuity configuration and compliance. Correct and retest until all pass.

C. DATA SYSTEM

1. Data cable shall be plenum rated category/level 5, (2) two - 4PR.UTP.
2. In each office, classroom, shop, lecture hall or other space as deemed appropriate by tenant, provide (2) two data jacks located within single gang backbox (with telephone). Provide required RJ-45 jacks.
3. Homerun data cable wiring shall be installed from the patch panels located in the main or intermediate telephone/data room to each data jack.
4. Terminate data cables at outlet locations on flush mounted category 5 data jacks using 568 configuration. Combine data jack onto single gang plate with telephone jack.
5. Terminate data cables on rack or plywood backboard mounted category 5 patch panels. Patch panels can be wall mounted, using stand off bracket or rack mounted using free standing 19"x7" racks. Provide 48 port patch panels, as required, to meet the number of station location with cable management panels above and below the patch panels. Cable management panels shall be mounted on brackets so that all panel fronts are flush. Patch

panel shall use 110 style insulation displacement connections on rear, and 568 B wiring configuration.

6. Test all data cables with a category 5 cable tester, Scope or equal. Correct all non-conforming cables and retest until all pass. Provide computer generated cable test printouts as part of close out submittals.
7. Data outlets shall be provided in each office, classroom, shop, lecture hall and other spaces deemed appropriate by tenant and shall include a single gang backbox, single gang flush faceplate with (2) two RJ-45 data jacks.

2.8.20 FIBER OPTICS

- A. Provide a fiber optic back bone from MDF room to IDF rooms. Back bone shall contain sufficient fiber counts to handle all required outlets.
- B. Provide fiber optic patch panels in MDF and IDF rooms. Panels shall be rack or wall mounted lockable with ST type connections. Panels shall have sufficient count and length of allow for future changes.
- C. Provide 62.5/125 multimode fiber cable between patch panels and outlets.
- D. Fiber optic outlets shall be of the ST type mounted on a single gang face plate.
- E. Fiber optic cable shall be installed so that there are no kinks or bend which adversely effect signal integrity.
- F. All cables shall be tested with a OTDR device and a printed report of pass/fail and length shall be submitted.
- G. For exact room locations requiring fiber optic cables, see Architectural Room Data Sheets.

2.8.21 PUBLIC ADDRESS SYSTEM

- A. A public address system is not required for this project.

2.8.22 MASTER CLOCK SYSTEM

- A. General:
 1. Furnish and install an electronic master clock system. The system shall be wired, connected, tested and left in first class operating condition. The equipment and completed installation shall be in compliance with local and national codes, authorities having jurisdiction and in accordance with applicable sections of the latest codes. All equipment shall be listed by Underwriters Laboratories.
 2. All final connections, testing and adjusting of the system shall be done under the direct supervision of the system supplier. After completion of the installation, a trained technician employed by the system supplier shall demonstrate the system to the satisfaction of the Owner's Representative and shall make all additional adjustments to the system operation as required by the Owner's Representative as a result of this demonstration.

B. Operation

1. The system shall have both hourly and twelve (12) hour correction to individual secondary clocks.
2. Correction range in any one (1) hour shall be fifty-five (55) seconds for fast time, fifty-nine (59) minutes for slow time on both an individual and system basis. Correction shall be accomplished at the rate of one (1) hour in one (1) minute.
3. Only those clocks at variance with the master control shall be accelerated or stopped as may be required to place them in synchronization with master time control.

C. Equipment

1. Solid State Signal Generator
 - a. Furnish and install a solid state signal generator controlled by a master time center interconnected to the main distribution bus to control all new clocks.
 - b. This unit shall be of sufficient size to guarantee carrier frequency signal to all clocks.
2. Secondary Clocks
 - a. In each class room, studio, office, lounge and ancillary spaces, furnish and install electronic clocks with single synchronous motor operation, individual correction, glass lens, new standard dial, designer hour/minute and second hands and textured black case.
 - b. Clocks shall be 12 inches round, semi-flush, 120 volt AC, with receivers.
 - c. Furnish and install a back box with each secondary clock.

D. Installation

1. Install in accordance with manufacturer's instructions all wiring, conduit and outlet boxes required for the installation of the complete system.
2. All wiring shall be of the same approved type as used for electric light and power wiring and shall meet the requirements of National Electric Code. The sizes of the different wires shall be no smaller than #14 AWG. Color codes shall be used throughout. All wires shall be tagged at all junction points and shall test free from grounds or crosses between conductors. The wiring color code system shall be carried right through all equipment.

2.8.23 SECURITY SYSTEM

A. Building System

1. Provide complete, fully functional security system. The security system shall be solid state type, totally enclosed, system with all components manufactured by a single manufacturer.
2. The system shall have the following features:
 - a. Alpha display and keypad for configuration of zones.
 - b. Programmable without use of hand held devices.

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- c. Auto arming ability at a preselected time of day.
 - d. Anti-take over protection to prevent programming changes.
 - e. Automatic zone verification.
 - f. Event history with reporting capabilities.
 - g. User codes to allow programming and a master code for reprogramming.
 - h. Answering machine override capabilities.
- 3. The security system shall monitor all external doors and windows.
 - 4. All classroom and shop doors shall also be monitored.
 - 5. System shall be hard wired to the campus police security desk and auto alarm and light shall sound if security break has been made.
 - 6. System shall be housed in a 18 gauge metal enclosure, key locked, wall mounted.
 - 7. System shall be provided with a minimum of 48 zones.
 - 8. Zones shall be individually controlled and system shall be able to arm/disarm individual zones as required.
 - 9. Motion detectors, passive infra-red type, and glass break detectors, shall be used on building interior.
 - 10. All wiring shall be enclosed in raceway systems, concealed in walls and ceiling areas.

B. Closed Circuit TV (CCTV)

- 1. A complete CCTV system shall be provided at all entrances to building or in the event of a multi-tenant facility at the entrances to the tenant space. Conduit raceway system, 1/2" EMT, shall be installed from each CCTV camera location to the central monitoring point at the property management/security desk.
- 2. Video cable, Belden 8241, RG59, shall be installed from each camera to the monitor location.
- 3. Control wiring, 3 - #18, shall also be installed and shall be routed in the same conduit system as the video cable. Control wiring shall be connected from each camera to the central monitoring points for control of camera focus, zoom and ground.
- 4. Power shall be supplied to each camera in a separate raceway system. Install 120 volt, single phase, circuit to each camera and video monitor.
- 5. Provide proper weatherproof enclosures for cameras positioned on the building exterior.
- 6. CCTV cameras shall be 425 line resolution.
- 7. Quad splitters, shall be provided for each video monitor.
- 8. Video monitors shall have a 12" screen, 650 line resolution.

2.8.24 EMERGENCY GENERATOR

- A. Provide an emergency generator of sufficient KW rating to allow connection of, at a minimum, the following items:

- (1) one elevator
- Exhaust fan and safety equipment associated with chemical storage and hazardous waste areas.
- FACP
- Emergency Lighting
- Other tenant determined equipment

Generator set shall be continuously rated for standby power to provide back-up power to selected equipment. Generator set output voltage shall be 120/208 volt or 277/480 volt, 3 phase, 4 wire. Generator shall meet all requirements of the National Electrical Code, and all other applicable codes.

- B. The generator shall be diesel or natural gas fueled with U.L. diesel units shall be supplied by listed double walled base mounted tank suitable for 24 hours of operation. Base tank shall comply with all state and local codes. Generator shall have a weatherproof, sound attenuated enclosure (75dbA at 50 feet operational at full load), and be mounted on a concrete pad outside of the building.

- C. The generator shall be stand-by rated to serve selected building loads and have the following features:

1. Diesel engine, and generator set.
2. Generator output protective device.
3. Standby plant control panel (unit mounted).
4. Batteries and rack.
5. Battery charger.
6. Silencer, critical grade mounted on enclosure roof.
7. Engine mounted radiator.
8. Vibration isolators.
9. Flexible connections.
10. Spare parts, as recommended by the engine manufacturer.
11. Fuel supply, cooling and exhaust provisions.
12. Integral mounted fuel tank.
13. Remote annunciator meeting requirements of NFPA 99.

- D. Generator shall be stand-by rated, of adequate capacity to serve the required load. 0.80 power factor. Time lag from normal power failure to system full voltage and rated frequency shall be a maximum of 60 seconds. Generator shall be built in accordance with applicable IEEE, NEMA and ANSI standards.

- E. Engine shall be 4-cycle, operate on diesel oil no. 2 and have a rating of 1800 rpm and be supplied with a water-cooled engine mounted radiator. Engine shall be complete and have:

Lube oil, as required.

Lube oil cooler and full flow filters.

Lube oil pump.

Jacket water circulating pump, engine driven.

Engine driven jacket water pump and controls, to operate when engine is running.

Jacket water heater and thermostat.

Ethylene glycol for engine freeze-up protection to -20°F ambient.

Starting motor

- F. Woodward Isosynchronous Governor, or equal, shall perform as required to insure precise 60 Hz control.
- G. Air cleaners shall be heavy duty type.
- H. Engine instruments, included on Generator Control Panel, shall include:
1. Lube oil pressure and temperature gauges.
 2. Jacket water temperature gauge.
 3. Fuel pressure gauge.
 4. Elapsed running time indicator.
 5. D.C. ammeter and voltmeter.
 6. A.C. ammeter and voltmeter and frequency
- I. The generator shall be single bearing, heavy duty, class "F".
- J. Static or brushless exciter shall be supplied.
- K. Voltz/Hertz voltage regulator for one step full load pick-up shall properly regulate output characteristics to 120/208 volts or 277/480 volts, 3 phase, 4 wire, 60 Hz. Regulator shall employ three phase sensing with overload and short circuit protection.
- L. Engine shall have automatic engine starting controls and alarms.
- M. Alarm indicators on the engine mounted control panel shall include:
1. Low oil pressure (pre-alarm)
 2. Low oil pressure (shut down)
 3. Low water temperature

4. High cooling water temperature (pre alarm)
 5. High cooling water temperature (shut down)
 6. High or low starting battery voltage (battery crank malfunction)
 7. High starting battery voltage
 8. Low starting battery voltage
 9. Overspeed
 10. Overcrank
 11. Low fuel
 12. Fuel tank rupture
- N. Indicating lights shall be push-to-test type with long life lamps. These indicating lights (1-12 above) shall also be provided on the generator remote annunciator panel.
- O. An automatic battery charger shall be constant current type reverting to constant voltage upon reaching battery full charge. Charger shall be suitable for charging engine batteries. 10 AMPERE 24 vdc MINIMUM.
- P. The batteries shall be heavy duty, lead acid type, with minimum 220 ampere hours capacity.
- Q. Exhaust silencer (critical type) and flexible piping shall be provided.
- R. Testing
- Upon completion of the installation, the generator set shall be load bank tested at its full load rating for three hours, (50% load for 1/2 hour, 75% load for 1/2 hour, and full load for two hours). A test log shall be kept by the field service technician including:

ambient air temperature
water temperature
oil pressure
volts
amps
frequency
dc voltage
Kw (calculated)

The unit shall then be tested with all available emergency loads connected through the automatic transfer switch.

2.8.25 AUTOMATIC TRANSFER SWITCHES

- A. The automatic transfer switches shall be mechanically held and electronically operated by a single solenoid mechanism energized from the source to which the load is to be transferred. The switch shall be rated for continuous duty and be inherently double throw. The switch shall be mechanically interlocked to ensure only one (1) of two (2) possible positions - normal or emergency.

- B. All main contacts shall be of silver composition. They shall be protected by arcing contacts. They shall be of the blow on configuration and of segmented or brush construction. The operating transfer time in either direction shall not exceed one sixth (1/6) of a second.
- C. All contacts, coils, springs and control elements shall be conveniently removable from the front of the transfer switch without major disassembly or disconnection of power conductors.
- D. Automatic transfer switches utilizing components of molded case circuit breakers, contactors or parts thereof which have not been intended for continuous duty or repetitive load transfer switching are not acceptable.
- E. The automatic transfer switches shall conform to the requirements of NEMA Standard ICS 2-447 and Underwriters' Laboratories, Incorporated UL-1008 and shall be UL listed as follows:
 - 1. For use in emergency systems in accordance with Article 517 and 700 of the Electric Code.
 - 2. Rated in amperes for total system transfer including control of motors, electric discharge, lamps, electric heating and tungsten-filament lamp loads are referred to in Paragraph 30.9 of UL-1008.
 - 3. Transfer switches rated 400 amperes and less shall be suitable for 100 percent tungsten-filament lamp load. Switches rated above 400 amperes shall be suitable for 30 percent or 400 amperes tungsten-filament lamp load, whichever is higher.
- F. The automatic transfer switches shall be mounted in NEMA I non-ventilated, wall mounted enclosures. Switches shall be rated for use with (480 volt, 3 phase, 4 wire) (208 volt, 3 phase, 4 wire), 60 Hertz system and of ratings as indicated on the contract drawings.
- G. The automatic transfer switch control panel Accessory Group 9 for three phase shall utilize solid-state sensing on normal and emergency for automatic positive operation. The following shall be provided:
 - 1. All phases of the normal voltage shall be monitored line-to-line. Close differential voltage sensing shall be provided. The pickup voltage shall be adjustable from 85 percent to 100 percent of nominal and the dropout voltage shall be adjustable from 75 percent to 98 percent of the pickup value. The transfer to emergency will be initiated upon reduction of normal source to 85 percent of nominal voltage and retransfer to normal shall occur when normal source restores to 90 percent of nominal.
 - 2. Independent single phase voltage and frequency sensing of the emergency source. The pickup voltage shall be adjustable from 85 percent to 100 percent of nominal. Pickup frequency shall be adjustable from 90 percent to 100 percent of nominal. Transfer to emergency upon normal source failure when emergency source voltage is 90 percent or more of nominal and frequency is 95 percent or more of nominal.
 - 3. A time delay to override momentary normal source outages to delay all transfer switch and engine starting signals. The time delay shall be field adjustable from 0.5 to 6 seconds and factory set at 1 second.
 - 4. A time delay on retransfer to normal source. The time delay shall be automatically bypassed if the emergency source fails and normal source is available. The time delay shall be field adjustable from 0 to 30 minutes and factory set at 30 minutes.

5. An unloaded running time delay for emergency generator cool down. The time delay shall be field adjustable from 0 to 5 minutes and factory set at 5 minutes.
6. A time delay on transfer to emergency. Initially set at zero but field adjustable up to 5 minutes for controlled timing of load transfer to emergency, where indicated.
7. A contact that closes when normal source fails for initiating engine starting, rated 10 ampere, 32 volts DC. Contacts to be gold plated for low voltage service.
8. A contact that opens when normal source fails for initiating engine starting, rated 10 ampere, 32 volts DC. Contacts to be gold plated for low voltage service.
9. A white signal light to indicate when the automatic transfer switch is connected to the normal source. A yellow signal light to indicate when the automatic transfer switch is connected to the emergency source.
10. One auxiliary contact that is closed when the automatic transfer switch is connected to normal and one auxiliary contact that is closed when the automatic transfer switch is connected to emergency. Rated 10 ampere, 480 volts, 60 Hertz AC.
11. A test switch to momentarily simulate normal source failure.

H. The following optional accessories shall be provided:

1. Number 6A: Reset switch to manually retransfer the automatic transfer switch to the normal source.
2. Number 27 (Motor Load Transfer): An in-phase monitor shall be provided on switches where so indicated on the plans. The monitor shall control transfer/retransfer operation between live sources so that closure on the alternate source will occur only when the two sources are approaching synchronism and the two sources are within 60 electrical degrees maximum so that inrush currents do not exceed normal starting currents. The monitor shall function over a frequency difference range of up to ± 2.0 Hertz with a maximum operating transfer time of one-sixth of a second. If the voltage of the load carrying source drops below 70%, the in-phase function shall be automatically bypassed. The monitor shall not require interwiring with the generator controls, or active control of the governor.
3. Number 28 (Overlapping Neutral): All switches for solid neutral systems (shown as 3 pole on the drawings) shall have fully rated insulated neutral plates. All switches for systems with switched neutrals (shown as 4 pole on the drawings) shall have full rated neutral transfer contacts which momentarily interconnect the neutrals of the sources and load for 100 milliseconds maximum during the transfer/retransfer operation. The neutrals shall remain so interconnected until the line contacts close on the alternate source. Line and neutral contacts shall be driven by a single main operator.
4. Number 31A (Elevator Control Transfer): A load control circuit of two (2) sets of single pole, double throw contacts that operate 3 seconds before transfer in either direction. Contacts rated 3 ampere, 480 volts AC or 10 ampere, 32 volts DC, for signal to elevators of emergency power available.

I. The control of the transfer switches shall be electrically interlocked with the emergency generator starting control panel so that after a predetermined time delay failure of the normal source at the transfer switches will start the generator.

2.9. Process and Make-up Air Ventilation:

Many art processes generate air contaminants such as paint solvents, welding fumes and wood dust to mention only a few. These air contaminants must be removed from the breathing space of the occupants to maintain an adequate indoor environment.

The proposer must provide efficient ventilation to protect the students and faculty from the many contaminants being generated by the variety of art related activities to be performed at the CVPA. Design criteria for process ventilation and other related mechanical systems have been developed and are presented in the individual Room Data Sheets found elsewhere in this document.

In addition, the Department of Environmental Protection (DEP) has promulgated Rules and Regulations for Control of Air Pollution in the Commonwealth of Massachusetts, which require that certain processes generating air contaminants released to the outside atmosphere be approved by DEP prior to the installation of the process. Gas fired kilns exhausts, woodworking process exhausts and paint spray booth exhausts are some of the processes that will require permits. Some processes, such as those in the wood working shop, the paint spray booths and the metals working areas, require pollution control devices to keep from creating a local outside air pollution violation.

The User Agency will be responsible only for supplying the process exhaust hoods used to collect the generated air contaminants. The proposer will be responsible for the design, fabrication and installation of the overall system, for connecting up to the exhaust hoods, and ducting the effluents to the roof, installing exhaust fans and discharging the effluent in such a manner as to not impact any building air intakes. The proposer will also be responsible for obtaining all permits related to the work.

2.9.1. Engineering Requirements for Specific Areas or Rooms: This section addresses requirements for process ventilation and make-up air.

2.9.1.1 Process Exhaust Ventilation Engineering: The ventilation requirements for each process have been estimated and are presented on the Room Data Sheets found elsewhere in this document.

2.9.1.2. Ventilation System Design: The emission sources fall into Point Source and Area Source categories.

2.9.1.2.1. Point Sources: A point source is defined as a stationary location where a contaminant is generated by a specific operation, usually at a single location or within a small area, such as welding. Typical point sources include wood working; welding; sculpting; photography processes; etching and monoprinting; screen washing; and ceramics.

2.9.1.2.2. Area Sources: An area source is defined as a studio or area where a variety of contaminants are generated at any location in the space, for example, oil painting. The ventilation design for these areas will draw air out of the room in a "sweeping" manner to efficiently and

continuously dilute the contaminants being generated. Typical area sources include silk screening; painting studios; and fiber weaving.

2.9.1.2.3. Make-Up Air System Engineering: The volume of make-up air for each area will be slightly less than the volume of the air exhausted in order to maintain each studio area under a slight negative pressure so that contaminants that are generated in the room will not leak out into the hallway or into an adjoining room. The design will incorporate dedicated make-up air systems for each room or area.

2.9.1.2.4. General Design Principles: The process ventilation systems (including the make-up air systems) are to be designed in conformance with the 22nd Edition of Industrial Ventilation, A Manual of Recommended Ventilation Practice, which is published by the American Conference of Governmental Industrial Hygienists (ACGIH). The discharge point of the fan must be such that the effluent does not short circuit back into the building via open windows, air handling units air intakes, open doors, etc. Process exhaust duct work is to be round.

2.9.2. Air Pollution Control and Permit Requirements: DEP requires that all processes with the potential to emit air contaminants in quantities greater than one ton per year be approved prior to installation or modification. A series of DEP forms must be filed, and in some cases stamped by a Registered Professional Engineer in the Commonwealth of Massachusetts and forwarded to DEP at least one-hundred and fifty (150) days prior to the start of construction.

At a minimum, the wood shop process exhausts and the kiln room process exhausts require an air pollution control device to comply with DEP's Rules and Regulations for Control of Air Pollution. The emission information will be presented to the proposer and his design team. It will be their responsibility to determine the controls and type of abatement devices required and to obtain permits to install and operate the required equipment. There may also be other processes that require permits from DEP depending on the amounts of chemicals being discharged through any stack.

2.9.2.1. Hazardous Materials: As it is illegal to discharge most art-related chemicals directly down any drain, rooms where more than a designated amount of hazardous liquids or materials are stored at any time cannot have a floor drain.

2.9.2.2. Safety Equipment: Eye washes and emergency showers must be appropriately located in all rooms, as required by OSHA. Note that eye washes and emergency showers are to be plumbed in.

- 2.9.2.3. **Chemical Compatibility:** All of the materials of construction are to be compatible with the chemicals and processes taking place in the subject area. For example, only solvent resistant materials will be used in a ventilation system that is carrying solvents. Also, acids are used in several processes in the building. Compatible materials of construction of ducts, fans and other system components must be used to avoid corrosion or fan failure.

During the design phase, the proposer must review all of the Material Safety Data Sheets (MSDSs) which will be supplied by the school.

Exhausts must be designed so that the in duct concentration never exceeds 25% of the Lower Explosive Limit (LEL). Quantity estimates of chemical use in each area of concern will be provided prior to the start of the design.

- 2.9.2.4. **Noise:** The increase in the noise level caused by the exhaust systems must be in compliance with the Commonwealth of Massachusetts' Regulation 310 CMR 7.10, entitled "Noise". The indoor noise level is not to exceed NC-35 in any room when the ventilation system is "on".

- 2.9.3. **Construction Guidelines for Process Exhaust and Make-up Air Systems:** Correct design and competent installation of sheet metal and plastic ducts and hoods are necessary for the proper functioning of any air handling system. The following minimum specifications are required:

- 2.9.3.1. **Standards, Codes and Regulations:** The following codes, regulations, standards and guidelines are applicable. In the event there are conflicts between the specifications and standards, the standards will govern unless the specifications are in excess of the standards.

ACGIH	American Congress of Governmental Industrial Hygienists, Industrial Ventilation, 22 nd Edition
ANSI	American National Standards Institute
ASHRAE	American Society of Heating, Refrigerating and Air Engineering Standard (ASHRAE 62-1989)
ASTM	American Society for Testing Materials
AWS	American Welding Society
BOCA	Building Owners Construction Association
DEP	Department of Environmental Protection
DPH	Department of Public Health NBFU
Fire	Underwriters
EPA	Environmental Protection Agency
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Administration (29 CFR 1910.1000)
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
CS	U. S. Commercial Standards

2.9.3.2. Ductwork: All equipment and parts are to be fabricated from galvanized sheet steel, except where chemical compatibility requires either stainless steel, FRP, PVC, etc. The fabrication and installation are to be in accordance with the procedures outlined in the SMACNA Manual of Round Industrial Duct Construction Standards. All ductwork leading from the exhaust hoods or exhaust (or return) air louvers are the responsibility of the proposer. If the processes are hot, heat resistant materials will be used and access panels will be installed in places where ducts are not accessible.

All ducts in the duct system are to be liquid tight and provisions made for proper sloping and drainage.

All ductwork leading from the exhaust hoods or exhaust (or return) air louvers are the responsibility of the proposer.

2.9.3.3. Electrical: All equipment with electrical components is to bear the UL label.

2.9.3.4. Duct Construction: All ductwork is to be round, galvanized sheet steel riveted and soldered except when stainless steel, FRP or PVC is required for chemical compatibility. All ductwork, hoods, plenums, etc. must be finished, completely air and water tight with smooth interior surfaces. In most cases, the exhaust system is considered to be medium duty, Class 2. All duct gauges are to be in accordance with the following table except where noted.

TABLE OF DUCTS AND GAUGES

Diameter of Straight Ducts	Gauge
4" to 8"	20
8" to 18"	18
18" to 30"	16
>30"	14

Longitudinal seams and joints are to be lapped and soldered air tight. All soldering is to be done in accordance with the standards for soldering established by the American Welding Society structural code. Do not use double lock seams. Girth joints except when soldered or flanged, are to be made with an inner lap in the direction of flow of and soldered leak tight. Elbows and bends are to be a minimum of two gauges heavier than straight lengths of equal diameter and have a centerline radius of at least 1.5 and preferably 2.5 times the duct diameter. Elbows of 90° are to have at least five (5) sections pieced proportionately for ductwork with less than 6 " diameter and seven (7) sections for larger diameters. Bends of less

than 90° are to be of a proportional number of sections. Prefabricated elbows of smooth construction may be used.

Branches or tees are to enter the main at the large end of tapered transition pieces at an angle not to exceed 45° with 30° preferred. All transition pieces are to have a taper of five (5) inches in length for each one (1) inch change in diameter. Connections are to be to the top or side of the main with no two branches entering at opposite sides. Transitions in mains and sub-mains are to be tapered. The taper should be at least five (5) units long for each one (1) unit change in diameter.

Ductwork is to be supported at intervals not exceeding 8 feet on center. Duct supports must be of sufficient capacity to carry the weight of the system if half filled with material and to place no load on the connecting equipment. The proposer is to refer to the SMACNA standards. Ductwork is to be supported independently of hoods, fans, tanks, or other equipment. Ductwork is to have drains near elbows, junctions, and at bottom of each vertical duct rise.

The exhaust systems are to be constructed with materials suitable for the conditions of service and installed in a permanent and workmanlike manner. The interior of all ducts are to be smooth and free from obstructions, especially at joints. Rectangular ducts are not to be used anywhere in the system.

Hoods should be a minimum of two gauges heavier than straight sections of connecting branches, free of sharp edges or burrs and reinforced to provide necessary stiffness. A butterfly damper should be installed in each hood riser to enable accurate balancing of each exhaust point.

Cleanouts are to be provided in each horizontal run of duct, especially, near elbows, junctions and vertical runs. The spacing of cleanout doors is not to exceed 12' for ducts of 12" diameter and less, but may be greater for larger duct sizes.

Butterfly dampers should be installed in appropriate locations to enable the systems to be balanced. The dampers should be sealed at the shaft to avoid whistling that often occurs through small holes.

- 2.9.3.5. **Exhaust Blowers:** The exhaust blowers are the responsibility of the proposer. The exhaust blowers for all systems are to be industrial centrifugal type. All fan motors are to be totally enclosed and drip proof. Some fans may have to be non-sparking and some motors may have to be explosion proof (as in the case of a paint spray booth). The fan housings and drive motors are to be mounted on a common base of

sufficient weight to dampen vibration, or on a properly designed vibration isolator.

To allow for vibration and expansion, ductwork is to be connected to the fans using flexible connections. The flexible material is to be pulled taut, but it is to be sufficiently long to provide folds or equivalent flexibility when the fan is off. Although the connector becomes rather rigid when the fan runs, it never-the-less must have enough length to avoid tautness other than that imposed by the air pressure. A hanger is to be provided for the unsupported end of the connection. The flexible connectors must be compatible with the contaminant which will flow through it. The arrangement of all blowers must provide a vertical discharge.

- 2.9.3.6. **Exhaust Hoods:** Exhaust hoods are to be supplied by the User Agency. The ducts, all connections, the exhaust fan, the discharge stack and their installation are the responsibility of the proposer. The exhaust hoods are to be constructed of galvanized steel sheet except where stainless steel, FRP, PVC or other material of construction is required for chemical compatibility. The exhaust hoods are to be a minimum of two gauges heavier than the straight sections of connecting branches, free of sharp edges or burrs and reinforced to provide necessary stiffness. All exhaust hoods should be designed in accordance with ACGIH.
- 2.9.3.7. **Exhaust Stacks:** A vertical discharge stackhead or offset stack is to be used for rain protection. The stacks must be high enough to avoid any and all aerodynamic downwash that could short circuit the effluents back into the building via open windows, doors, etc. Particular care must be taken to avoid discharging the effluents back into the building via the building's make up air intakes. The exhaust stacks are the responsibility of the proposer.
- 2.9.3.8. **System Details:** Where flexible ducting is necessary, a noncollapsible type, no longer than required, is to be used. Provide duct supports of sufficient capacity to carry the weight of the system if half filled with material and to place no load on the connecting equipment. See SMACNA standards (Ref. 138 and 139). Provide adequate clearance between ducts and ceilings, walls or floors for installation and maintenance.

Fire dampers, explosion vents, etc., are to be installed in accordance with the National Fire Protection Association Codes and other applicable codes and standards. Where dampers are used for system adjustment, place near connection of branch to main. Provide a means of locking after the adjustments have been made.

Where federal, state or local laws conflict with the preceding, the more stringent requirement should be followed. Deviation from existing regulations require approval of the User Agency.

B.2.10. Summary of Space Needs

Please Note:

1- Internal Layout:

It is desired that each department (Ceramics, Fibers, etc.) be clearly demarcated, self-contained, and organized as a suite of rooms and spaces.

2- Zoning of Activities:

It is desired that dust-, noise-, and vibration-producing activities be located in such a way as to not interfere with cleaner, quieter activities.

Summary of Space Needs

DEPT	ROOM NUMBER	ROOM DESIGNATION	NET AREA IN SQ FT	DEPT TOTAL IN SQ FT
CERAMICS				
	CER-01	Graduate Studios	3,185	
	CER-02	Undergrad Studios/Jrs.	1,000	
	CER-03	Undergrad Studios/Srs.	1,100	
	CER-04	Undergrad Stud./Sp.Stud	500	
	CER-05	Elective/Wheel-throwing	900	
	CER-06	Elective/ Handbuilding	900	
	CER-07	Faculty Office	250	
	CER-08	Clay Room	900	
	CER-09	Glaze Lab	700	
	CER-10	Kiln Room	2,000	
	CER-11	Plaster Room	600	
	CER-12	Slide & Book Library	100	
	CER	Department Total		12,135

FIBERS

FIB-01	Main Weaving Studio	1,800
FIB-02	Grad Fiber Weaving Studio	910
FIB-03	Intro Weaving Studio	700
FIB-04	Surface/Textile Design Studio	1,900
FIB-05	Grad Surface Design Studios	900
FIB-06	Faculty Office	200
FIB-07	Faculty Office	150
FIB-08	Faculty Office	150
FIB-09	Faculty Office	200
FIB-10	Drying Room	100
FIB-11	Dye Kitchen	700
FIB-12	Dye Lab	550
FIB-13	Lacquer Room	100

Summary of Space Needs

DEPT	ROOM NUMBER	ROOM DESIGNATION	NET AREA IN SQ FT	DEPT TOTAL IN SQ FT
	FIB-14	Screen Coating&Drying Room	100	
	FIB-15	Screen Exposing	100	
	FIB-16	Sewing Room	100	
	FIB-17	Spray Room	100	
	FIB-18	Computer Aided Design Lab	350	
	FIB-19	Cad Lab Technician's Office	150	
	FIB-20	Fibers Crit & Lecture Room	1,500	
	FIB-21	Dye Storage Room	180	
	FIB-22	General Storage Room	200	
	FIB-23	Yarn Storage Room	200	
	FIB	Department Total		11,340

JEWELRY & METALS

MET-01	Graduate Studio	1,300
MET-02	Majors Studio	930
MET-03	Studio/Elective Room	620
MET-04	Faculty Office/Studio	140
MET-05	Faculty Office/Studio	140
MET-06	Main Work Room	1,050
MET-07	Acid Room	230
MET-08	Annealing Room	160
MET-09	Cutting/Forming Room	290
MET-10	Electroforming Room	80
MET-11	Enameling Room	290
MET-12	Finishing Room	170
MET-13	Hot Forge/Welding Area	230
MET-14	Lapidary/Cold Glass Room	100
MET-15	Light Equipment Area	150
MET-16	Major Project Area	380
MET-17	Sanding/Grinding Area	170

Summary of Space Needs

DEPT	ROOM NUMBER	ROOM DESIGNATION	NET AREA IN SQ FT	DEPT TOTAL IN SQ FT
	MET-18	Crit/Slide Room	480	
	MET-19	Photo Room+C77	180	
	MET-20	Resource Room	160	
	MET-21	Tool Crib/Store Room	500	
	MET	Department Total		7,750

PRINTMAKING

	PRT-01	Graduate Studios	600	
	PRT-02	Printmaking Majors' Room	1,030	
	PRT-03	Etching Studio	1,230	
	PRT-04	Lithography Studio	1,110	
	PRT-05	Screen Printing Studio	1,050	
	PRT-06	Faculty Office #1	150	
	PRT-07	Faculty Office #2	150	
	PRT-08	Faculty Office #3	150	
	PRT-09	Acid Room	200	
	PRT-10	Exposure Room	450	
	PRT-11	Photo Darkroom	350	
	PRT-12	Computer Room	150	
	PRT-13	Stat Room	250	
	PRT	Department Total		6,870

WOODWORKING

	WD-01	Grad Studio & Bench Room	3,350
	WD-02	Elective Room	1,270
	WD-03	Faculty Studio	315
	WD-04	Faculty Office	250
	WD-05	Machine Room	1,080
	WD-06	Lathe Room	140
	WD-07	Sanding/Grinding Room	150
	WD-08	Spray & Finish Room	215

Summary of Space Needs

DEPT	ROOM NUMBER	ROOM DESIGNATION	NET AREA IN SQ FT	DEPT TOTAL IN SQ FT
	WD-09	Wood Crit Room	410	
	WD-10	Tool Room	200	
	WD	Department Total		7,380

SCULPTURE

	SCL-01	Grad Studio Space	400	
	SCL-02	Senior Studio Space	1,165	
	SCL-03	Junior Studio Space	1,165	
	SCL-04	Critique Studio	1,000	
	SCL-05	Faculty Office	140	
	SCL-06	Clay&Plaster Mix. Room	300	
	SCL-07	Gen.Shop/Assembly Studio	1,170	
	SCL-08	Metals Finishing Studio	350	
	SCL-09	Welding Room	850	
	SCL-10	Wood Shop Area	900	
	SCL-11	Installation Space	260	
	SCL-12	Installation Space	260	
	SCL-13	Tool Room	200	
	SCL-14	Project Storage Room	900	
	SCL	Department Total		9,060

PAINTING

	PAN-01	Grad Painting & Drawing Studio	3,000	
	PAN-02	Senior Painting & Drawing Studio	3,000	
	PAN-03	Faculty Office	200	
	PAN-04	Crit Room	900	
	PAN-05	Storage Room	100	
	PAN	Department Total		7,200

Summary of Space Needs

DEPT	ROOM NUMBER	ROOM DESIGNATION	NET AREA IN SQ FT	DEPT TOTAL IN SQ FT
ADMINISTRATION				
	ADM-01	Dean's Office	175	
	ADM-02	Coordinator's Office	175	
	ADM-03	Reception/Secretarial Area	400	
	ADM-04	Conference/Meeting Room	225	
	ADM-05	Stockroom/AV Equip. Storage	100	
	ADM	Department Total		1,075
ANCILLARY				
	ANC-01	Gallery/Exhibition Space	2,000	
	ANC-02	Student Gallery	1,000	
	ANC-03	Lecture Room	1,750	
	ANC-04	Student Lounge	750	
	ANC-05	Faculty Lounge	200	
	ANC-06	Computer Center	400	
	ANC-07	Library/Study Room	250	
	ANC-08	Kitchen/Lounge	135	
	ANC-09	Gallery Prep/Storage	700	
	ANC-10	Chemical Storage Room	400	
	ANC-11	Hazardous Waste Storage	400	
	ANC	Department Total		7,985
	Total CVPA		70,795	70,795

Summary of Space Needs

DEPT	ROOM NUMBER	ROOM DESIGNATION	NET AREA IN SQ FT	DEPT TOTAL IN SQ FT
BRISTOL COMMUNITY COLLEGE				
	BCC-01	Classroom	750	
	BCC-02	Classroom	750	
	BCC-03	Classroom	750	
	BCC-04	Classroom	750	
	BCC-05	Classroom	750	
	BCC-06	Computer Lab	1,000	
	BCC-07	Resource/Lecture Room	950	
	BCC-08	Health Training Lab	1,400	
	BCC-09	Director's Office	200	
	BCC-10	Reception/Secretarial Area	300	
	BCC-11	Faculty Office	200	
	BCC-12	Faculty Office	200	
	BCC	Total		8,000

Function: • Individual Studio Space for Graduate Students to produce, develop, and exhibit their work.

Program: • Graduate Individual Studio

Key Terms (to be used in the Appendix): • Private Work, 2 Hours Table with Drawers, 1 Storage Rack (each of 13 Individual Studio); Electric Kettle and work area

Location: • Within Ceramics Department
• Private Privacy from other Department Areas and Activities

Building (to be used in Appendix):

Program: • Classroom with stone, Terrazzo, or Quarry Tile
• Private partial hall area Individual Studio for Storage
Room: • Storage and Accessory Privacy (each of 13 Individual Studio)
Building: • Proposed Structure Accessible
Building: • 12' x 12' in Central Common Area; 8' x 8' in 13 Individual Studio Area
Design: • Available 8' x 8' opening type of room
Work area: • Storage and window privacy
• Maximum exposure to window (each of 13 Individual Studio)

B.2.11. Room Data Sheets

Room: • Individual Studio
• Maximum Space Dividers with Tackable Surface and Drawers for Storage (each of 13 Individual Studio Areas)

Building: • Work area
• Opened Air Outlets
• Private area

Maximum: • 1000 cfm (each of 13 Individual Studio) 200 CFM (each of 13 Individual Studio)

Maximum: • See standard specifications
• Power for light and potting (each of 13 Individual Studio)
• 8' x 8' area (each of 13 Individual Studio)
• 1000 cfm (each of 13 Individual Studio)

Maximum: • 1000 cfm (each of 13 Individual Studio) 200 CFM (each of 13 Individual Studio)
• 1000 cfm (each of 13 Individual Studio) 200 CFM (each of 13 Individual Studio)

Function • Individual Studio Spaces for Graduate Students in Ceramics, clustered around central shared work area.

Occupants • 13 separate Individual Studios

Key Tenant Equipment to be Accommodated • Potters Wheel, 2 Metal Tables with Lockers, 3 Storage Racks in each of 13 Individual Studios; Electric Kiln in shared work area.

Location • Within Ceramics Department
• Provide Privacy from other Department Areas and Activities

Building Systems Required

Floors • Concrete with sealer, Terrazzo, or Quarry Tile
• Provide partial loft over Individual Studios for Storage
Walls • Visual and Acoustical Privacy at overall perimeter; 25% tackable surfaces
Ceiling • Exposed Structure Acceptable
Ceiling Ht.: • 12' Min. at Central Common Area; 8'-6" Min. at Individual Studio Areas
Doors • Lockable; 6' x 7' opening/pair of doors.
Windows • Skylights and windows preferred;
Northern exposure or window treatment for control of natural light required.

Built-In F&E • Worksink
• Moveable Space Dividers with Tackable Surfaces and Doors, to flexibly define Individual Studio Areas.

Plumbing • Worksink
• Compressed Air Outlet
• Floor drains.

Mechanical • HVAC Outside Air: 20 CFM per Occupant; 280 CFM. No recirculation.

Electrical • See standard specifications.
• Power for kiln and potters wheels;
• 4 duplex outlets per workstation/studio min.
• Directional lighting

Process Ventilation • Exhaust for electric kiln: 300 CFM required.
• Process makeup air: 270 CFM required.

Function	• Studio Space for Junior and Senior Ceramics Courses
Occupants	• 10 Workstations, with Potters Wheels and Tables, in each Studio.
Key Tenant Equipment to be Accommodated	• 6 Potters Wheels, 7 Metal Tables with Lockers, 7 (2'x2') Wedging Tables, 16 Storage Racks, Slab Roller, one Electric Kiln, Clay Extruder.
Location	• Within Ceramics Department

Building Systems Required

Floors	• Concrete with sealer, Terrazzo, or Quarry Tile
Walls	• Visual and Acoustical Privacy; Acoustic Wall Assembly; 25% tackable surfaces for overall perimeter of 2,500 SF Space.
	• Operable Partition between the two Studio Areas 02,03.
Ceiling	• Exposed Structure Acceptable
Ceiling Ht.	• 12' Min.
Doors	• Lockable; 6' x 7' opening/pair of doors.
Windows	• Skylights and windows preferred; Northern exposure or window treatment for control of natural light required.
Built-In F&E	• Worksink
Plumbing	• Worksink
	• Compressed Air Outlet
	• Floor drains
Mechanical	• HVAC Outside Air: 20 CFM per Occupant; 380 CFM. No recirculation.
Electrical	• See standard specifications.
	• Power for kiln and potter's wheels
	• Directional lighting
Process Ventilation	• Exhaust for electric kiln: 300 CFM required.
	• Process makeup air: 270 CFM required.

Function	<ul style="list-style-type: none">• Studio Space for Special Studies in Ceramics
Occupants	<ul style="list-style-type: none">• 5 Workstations, with Potters Wheels and Tables.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 5 Potters Wheels, 5 Metal Tables with Lockers, 2 (2'x2') Wedging Tables, 5 Storage Racks, Slab Roller, one Electric Kiln.
Location	<ul style="list-style-type: none">• Within Ceramics Department• Adjacent to Undergraduate Ceramics Studio (Seniors)

Building Systems Required

Floors	<ul style="list-style-type: none">• Concrete with sealer, Terrazzo, or Quarry Tile
Walls	<ul style="list-style-type: none">• Visual and Acoustical Privacy; Acoustic Wall Assembly; 25% tackable surfaces
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable
Ceiling Ht.:	<ul style="list-style-type: none">• 12' Min.
Doors	<ul style="list-style-type: none">• Lockable; 6' x 7' opening/pair doors.
Windows	<ul style="list-style-type: none">• Skylights and windows preferred;• Northern exposure or window treatment for control of natural light required.
Built-In F&E	<ul style="list-style-type: none">• Worksink
Plumbing	<ul style="list-style-type: none">• Worksink• Compressed Air Outlet• Floor drains
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 120 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Power for kiln and potter's wheels• Directional lighting
Process Ventilation	<ul style="list-style-type: none">• Exhaust for electric kiln: 300 CFM required.• Process makeup air: 270 CFM required.

Function	<ul style="list-style-type: none">• Studio Space for Introductory Courses in Wheelthrowing
Occupants	<ul style="list-style-type: none">• 18 Potters Wheel Workstations
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 18 Potters Wheels, 8 Metal Tables, one Electric Kiln, Clay Extruder, Shelving, 18 Metal Lockers
Location	<ul style="list-style-type: none">• Within Ceramics Department• Remote from Upperclass Studios and Work Areas.

Building Systems Required

Floors	<ul style="list-style-type: none">• Concrete with sealer, Terrazzo, or Quarry Tile
Walls	<ul style="list-style-type: none">• Visual and Acoustical Privacy with Acoustic Wall Assembly; 25% tackable surfaces
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable
Ceiling Ht.:	<ul style="list-style-type: none">• 12' Min.
Doors	<ul style="list-style-type: none">• Lockable; 6' x 7' opening/pair of doors.
Windows	<ul style="list-style-type: none">• Skylights and windows preferred; Northern exposure or window treatment for control of natural light required.
Built-In F&E	<ul style="list-style-type: none">• Worksink
Plumbing	<ul style="list-style-type: none">• Worksink• Compressed Air Outlet• Floor drains
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 380 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Power for kiln and potter's wheels.• Directional lighting
Process Ventilation	<ul style="list-style-type: none">• Exhaust for electric kiln: 300 CFM required.• Process makeup air: 270 CFM required.

Function	<ul style="list-style-type: none">• Studio Space for Introductory Courses in Handbuilding Ceramics
Occupants	<ul style="list-style-type: none">• 18 Workstations
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 18 Metal Tables, one Electric Kiln, Shelving, 18 Metal Lockers
Location	<ul style="list-style-type: none">• Within Ceramics Department• Remote from Upperclass Studios and Work Areas.

Building Systems Required

Floors	<ul style="list-style-type: none">• Concrete with sealer, Terrazzo, or Quarry Tile
Walls	<ul style="list-style-type: none">• Visual and Acoustical Privacy; Acoustic Wall Assembly; 25% tackable surfaces
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable
Ceiling Ht.:	<ul style="list-style-type: none">• 12' Min.
Doors	<ul style="list-style-type: none">• Lockable; 6' x 7' opening/pair of doors.
Windows	<ul style="list-style-type: none">• Skylights and windows preferred; Northern exposure or window treatment for control of natural light required.
Built-In F&E	<ul style="list-style-type: none">• Worksink
Plumbing	<ul style="list-style-type: none">• Worksink• Compressed Air Outlet• Floor drains
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 380 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Power for kiln• Directional lighting
Process Ventilation	<ul style="list-style-type: none">• Exhaust for electric kiln: 300 CFM required.• Process makeup air: 270 CFM required.

Function

- Office Space shared by three faculty members.
- Storage of personal work and equipment.
- Personal ceramics work area for faculty members.
- Meeting space for small groups of students and faculty.

Occupants

- 3 Workstations, each with desk/office and ceramics/work space.

**Key Tenant Equipment
to be Accommodated**

- Three desks and chairs, three filing cabinets, counter unit with drawers, slide cabinet, shelving, 3 work tables, 3 potters wheels.

Location

- Within Ceramics Department

Building Systems Required**Floors
Walls**

- Concrete with sealer, Terrazzo, or Quarry Tile.
- Visual and Acoustical Privacy, with Acoustic Wall Assembly
50% tackable surfaces

**Ceiling
Ceiling Ht.:**

- Exposed Structure Acceptable
- 8'-6" Min.

Doors

- Lockable.

Windows

- Windows preferred;
Window treatment for control of natural light required.

Built-In F&E

- Worksink

Plumbing

- Worksink
- Floor drains

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 60 CFM. No recirculation.

Electrical

- See standard specifications.
- Eight duplex outlets min.
- Directional lighting.

Function	<ul style="list-style-type: none">• Storage of all raw ceramics materials (5 to 10 tons).• Mixing and Preparation of Clay (30,000 pounds annually).
Occupants	<ul style="list-style-type: none">• 10 Workstations, at tables and equipment.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Environmental Control Booth, 300# Clay Mixer, 100# Clay Mixer, Pugmill, Air Compressor, Clay Slip Casting Tanks and Mixing Machine, 2 Ball Mills, 8 Pallets assorted Fire Brick, 10 Marbletop Tables, Scale, 6 Pallet Racks, Wood Storage Bin, 3 Four-wheel Carts• Accommodate fork lift and heavy traffic, movement of pallets.
Location	<ul style="list-style-type: none">• Central within Ceramics Department• Adjacent to: Plaster Mixing Areas Kiln Room Loading/Receiving Area
Building Systems Required	
Floors	<ul style="list-style-type: none">• Concrete with sealer or Terrazzo.
Walls	<ul style="list-style-type: none">• Special Structural Requirements for support of forklift and storage of raw materials.
Ceiling	<ul style="list-style-type: none">• Functional Separation
Ceiling Ht.:	<ul style="list-style-type: none">• Exposed Structure Acceptable
Doors	<ul style="list-style-type: none">• 12' Min.
Windows	<ul style="list-style-type: none">• Lockable; 6'w. x 10'h. opening for forklift access.• Windows not required.
Built-In F&E	<ul style="list-style-type: none">• Worksink• 36 LF Marbletop Workcounter
Plumbing	<ul style="list-style-type: none">• Worksink.• Two compressed air outlets
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 220 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Power to mixers
Process Ventilation	<ul style="list-style-type: none">• Exhaust for Mixers (Located in Environmental Control Booth)• Local exhaust to capture dust and discharge outside: 3000 CFM required.• Process makeup air: 2700 CFM required
Materials Used and By-Products Generated	
Chemicals	<ul style="list-style-type: none">• Metal and mineral oxides, silica, and clays
Air Contaminants Generated:	<ul style="list-style-type: none">• Silica dust, talc, and nuisance dust.

Function	<ul style="list-style-type: none">• Testing, Mixing, and Formulation of Glazes• Storage of Glaze Materials and Equipment
Occupants	<ul style="list-style-type: none">• 18 Workstations
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• One Spray Booth, two Mixing Units, WorkbenchesOne Electric Kiln, 12 Scales, Storage Racks, Barrels, Cabinets and Bins
Location	<ul style="list-style-type: none">• Central within Ceramics Department

Building Systems Required

Floors	• Concrete with sealer, Terrazzo, or Quarry Tile.
Walls	• Functional Separation with Full Height Partitions, 25% tackable surfaces
Ceiling	• Exposed Structure Acceptable
Ceiling Ht.:	• 10' Min.
Doors	• Lockable; 6' x 7' opening/pair of doors.
Windows	• Windows required; Northern exposure or window treatment for control of natural light required.

Built-In F&E	• One Worksink; Eyewash Station
Plumbing	<ul style="list-style-type: none">• Worksink and Eyewash Station• Emergency Shower• Two Compressed Air Outlets• Floor drains
Mechanical	• HVAC Outside Air: 20 CFM per Occupant; 380 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Power for kiln, spray booth• Task lighting

Process Ventilation	<ul style="list-style-type: none">• Exhaust for Electric Kiln: 300 CFM required.• Exhaust for Paint Spray Booth: 5000 CFM required.• Exhaust for Mixers: 1000 CFM required.• Exhaust for Slot Hoods along Benchtop: 1800 CFM required.• Process makeup air: 7290 CFM required.
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Materials Used and By-Products Generated

<i>Chemicals</i>	<ul style="list-style-type: none">• <i>Organic solvents such as toluene, benzyl acetate, benzene compounds, and turpentine, silver compounds such as silver nitrate, metal oxides, including lead, tin, chrome, magnesium, manganese, iron, zirconium and cobalt, silica, clays.</i>
<i>Air Contaminants Generated:</i>	<ul style="list-style-type: none">• <i>Silica dust, metal fume, organic solvents, and nuisance dust.</i>

CERAMICS-10**Kiln Room****One @ 2,000 SF****Function**

- Space for gas and electric kilns to fire ceramics made in Studios.

Occupants

- 22 Kilns used by all students

**Key Tenant Equipment
to be Accommodated**

- 7 Gas Kilns, 15 Electric Kilns, 110 Kiln Shelves, one bench grinder, one hand grinder, one dust collector, kiln brick and materials, sandblasting booth, storage racks, 8 rolling storage racks for kiln shelves.
- Accommodate fork lift and heavy traffic, movement of bricks and pallets.

Location

- Central within Ceramics Department
- Adjacent to: Plaster and Clay Mixing Areas
Loading/Receiving Area

Building Systems Required**Floors**

- Concrete with sealer or Terrazzo.
- Special Structural Requirements for support of seven gas kilns, of the following sizes and weights:
 1. 63"x90" @ 10,000 lbs.
 2. 63"x90" @ 8,000 lbs.
 3. 60"x80" @ 7,000 lbs.
 4. 63"x100" @ 10,000 lbs.
 5. 63"x100" @ 20,000 lbs.
 6. 60"x72" @ 5,500 lbs.
 7. 60"x72" @ 5,500 lbs.

Walls**Ceiling****Ceiling Ht.:****Doors****Windows**

- Functional Separation
- Exposed Structure Acceptable.
- 20' Min.
- Lockable; 6'w. x 10'h. opening for forklift access.
- Windows preferred.

Plumbing

- Gas supply to seven gas kilns.
- Three compressed air outlets

Mechanical

- Make up air and heat.

Electrical

- Power to kilns: Meet the following requirements for the following kilns:
 1. Unique Front Loading Kiln/Large: 200 amp/240v
 2. Unique Front Loading Kiln/Medium: 220/3/60, 30.8KW, 240v, 200 amp box
 3. Unique Front Loading Kiln/Small: 110/220v, 17.8 KW, 35 amps, single phase
 4. Dyna Kiln #818H: 110/220v, 7.6 KW, 35 amps, three wire
 5. Crusader Octagon Kiln #227S: 240v, 7.68 KW, 32 amps
 6. Dyna Kiln #H1500: 110/220v, 4.15 KW, 25.2 amps.
 - 7-12. Skutt Octagon Kiln (Six): 240v, 11.52 KW, 48 amps, single phase.
 - 13-20. Olympic Octagon Kilns (Eight): 208v, 10.608 watts, 34 amps, three phase
 21. Crusader Octagon Kiln: 30 amps.

Process Ventilation

- Exhaust for Kilns - Natural Draft Exhaust for each Kiln
- Makeup Air via Louvers directly to outside.

- Gas Kilns General Exhaust for Fugitive Emissions

<i>Kiln</i>	<i>Peripheral Exhausts</i>
1. 63" x 90" Kiln	5100 CFM
2. 63" x 90"	5100 CFM
3. 60" x 90"	4700 CFM
4. 63" x 100"	5500 CFM
5. 63" x 100"	5500 CFM
6. 60" x 72"	4400 CFM
7. 60" x 72"	4400 CFM
Total Exhaust from Peripheral Vent:	34,700 CFM

- Separate exhausts for the natural gas
Peripheral exhausts and flue exhausts may be joined under certain circumstances.
Flue Exhaust: 20,000 CFM required.(hot)
- No tempered makeup air required. Air shall be brought in via louvers direct to outside; activated when gas burner is ignited.0

**Materials Used and
By-Products Generated***Chemicals*

- *None*

*Air Contaminants
Generated:*

- *Products of combustion from kilns and toxic gases released from clays and glazes, such as chlorine, fluorine, sulfur dioxide, and formaldehyde.*

Function	<ul style="list-style-type: none">• Space for making Plaster Molds.
Occupants	<ul style="list-style-type: none">• 18 Workstations, at tables and equipment.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 10 Marbletop Tables, Clay Slip Mixing Machine, 2 Ball Mills, 8 Pallets Assorted Firebrick, Scale, Slip Casting Tanks and Mixers, Mixer, Storage Racks, Work Counters, Slip Casting Tables, Buckets, Handtools and Bandsaw.• Accommodate fork lift and heavy traffic, movement of pallets.
Location	<ul style="list-style-type: none">• Central within Ceramics Department• Adjacent to: Clay Mixing Areas Kiln Room Loading/Receiving Area
Building Systems Required	
Floors	<ul style="list-style-type: none">• Concrete with sealer, Terrazzo, or Quarry Tile.
Walls	<ul style="list-style-type: none">• Special Structural Requirements for support of forklift
Ceiling	<ul style="list-style-type: none">• Functional Separation with Full Height Partitions
Ceiling Ht.:	<ul style="list-style-type: none">• Exposed Structure Acceptable.
Doors	<ul style="list-style-type: none">• 10' Min.
Windows	<ul style="list-style-type: none">• Lockable; 6'w. x 10'h. opening for forklift access.• Windows not required.
Built-In F&E	<ul style="list-style-type: none">• Worksink• 36 LF Marbletop Workcounter
Plumbing	<ul style="list-style-type: none">• Worksink.• Two compressed air outlets• Floor drains
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 380 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Power to mixers• Task lighting
Process Ventilation	<ul style="list-style-type: none">• Exhaust for Mixers Slot hood exhaust : 1500 CFM required..• Process makeup air: 1350 CFM required.
Materials Used and By-Products Generated	
Chemicals	<ul style="list-style-type: none">• Alkaline salts, clays, and soaps
Air Contaminants Generated:	<ul style="list-style-type: none">• Nuisance dust and respirable dusts such as limestone, talc, and silica.

Function

- Storage of slides and books, available for viewing and research.

Occupants

- 2 Workstations, one at desk, one at light table.

**Key Tenant Equipment
to be Accommodated**

- One desk and chair, slide filing cabinets, screen, projectors, 3' x 5' light table, 9 LF shelving.

Location

- Within Ceramics Department
- Adjacent to Ceramics Faculty Office.

Building Systems Required**Floors**

- Concrete with sealer, Terrazzo, or Quarry Tile.

Walls

- Visual and Acoustical Privacy, with Acoustic Wall Assembly; Securable; 25% tackable surfaces

Ceiling

- Exposed Structure Acceptable

Ceiling Ht.:

- 8'-6" Min.

Doors

- Lockable.

Windows

- Windows preferred;
Window treatment for control of natural light/blackout required.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 80 CFM.

Electrical

- See standard specifications.
- Power for projectors and light table;
- Task lighting.

Function	<ul style="list-style-type: none">• Instruction and Studio work for undergraduate textile design and weaving students.• Small group discussions, presentations, and demonstrations.
Occupants	<ul style="list-style-type: none">• 26 Workstations, at looms.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Large floor looms (10'x12' work area ea.), small floor looms (6'x6'), historic jacquard looms, large reed cabinet (6'x6'x1.5'), benches, drafting tables, large meeting table, work table (3'x8'), shelving units, locked storage chests, miscellaneous storage and loom equipment.
Location	<ul style="list-style-type: none">• Adjacent to Yarn Storage, Introductory Weaving Studio and other Textile Studios.
Building Systems Required	
Floors	<ul style="list-style-type: none">• Wood, or Resilient Sheet/Tile.
Walls	<ul style="list-style-type: none">• Functional definition; full separation from other studios not required; 50% Low Partitions, 50% Full Height Partitions; 50% tackable surfaces min.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 12' Min.
Doors	<ul style="list-style-type: none">• 6' x 7' opening/pair of doors.
Windows	<ul style="list-style-type: none">• Windows required;• Northern exposure or window treatment for control of natural light required.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 560 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications• Task lighting

Function	<ul style="list-style-type: none">• Studio for graduate and advanced senior weaving students using looms and other equipment.
Occupants	<ul style="list-style-type: none">• 8 Workstations, at looms.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Large floor looms (12'x12' work area each), large floor tapestry looms (6'x8'), 3'x8' table, desks and chairs, 4'x4'x8' shelving units, storage boxes, large 3-view mirror, miscellaneous storage and loom equipment.
Location	<ul style="list-style-type: none">• Adjacent to: Fiber Faculty Offices Other Weaving Studios• Limit access

Building Systems Required

Floors	<ul style="list-style-type: none">• Wood, or Resilient Sheet/Tile.
Walls	<ul style="list-style-type: none">• Functional Separation with Full Height Partitions; 50% tackable surfaces min.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 12' Min.
Doors	<ul style="list-style-type: none">• 6' x 7' opening; lockable.
Windows	<ul style="list-style-type: none">• Windows required; Northern exposure or window treatment for control of natural light required.
Built-In F&E	<ul style="list-style-type: none">• 20 LF of 8'h glass front display case.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 180 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications• Task lighting

Function	<ul style="list-style-type: none">• Instruction and Studio work for introductory textile design and weaving students.• Small group discussions, presentations, and demonstrations.
Occupants	<ul style="list-style-type: none">• 10 Workstations, at looms.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Large floor looms (10'x12' work area ea.), small floor looms (6'x6'), benches, shelving and storage units, weaving equipment, table looms warping equipment, work tables.
Location	<ul style="list-style-type: none">• Adjacent to: Yarn Storage Main Weaving Studio Other Textile Studios

Building Systems Required

Floors	<ul style="list-style-type: none">• Wood, or Resilient Sheet/Tile.
Walls	<ul style="list-style-type: none">• Functional definition; full separation from other studios not required; 50% Low Partitions; 50% Full Height Partitions; 50% tackable surfaces min.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 12' Min.
Doors	<ul style="list-style-type: none">• 6' x 7' opening.
Windows	<ul style="list-style-type: none">• Windows required; Northern exposure or window treatment for control of natural light required.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 220 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications• Task lighting

Function

- Instruction and Studio work for screen and block printing on fabric, design and layout.
- Small group discussions, presentations, critiques, and demonstrations.

Occupants

- 18 Workstations, at tables.

Key Tenant Equipment to be Accommodated

- 3'x6' worktables with lockable storage, 5'x12' white worktable, 5'x12' padded print tables, 4'x24' padded print table, one ironing table, wall tool storage table, drafting tables, sewing machines.

Location

- Adjacent to: Dye Lab and Kitchen

Building Systems Required**Floors
Walls**

- Wood, or Resilient Sheet/Tile.
- Functional definition; full separation from other studios not required; 50% Low Partitions; 50% Full Height Partitions; 50% tackable surfaces min.
- Provide one wall minimum for display, with adjustable lighting, tackable neutral surface for full height.

Ceiling

- Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.

Ceiling Ht.:

- 12' Min.

Doors

- 6' x 7' opening.

Windows

- Windows required;
- Northern exposure or window treatment for control of natural light required.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 380 CFM. No recirculation.

Electrical

- See standard specifications
- Power for sewing machines.
- Task lighting

Process Ventilation

- Dilution exhaust: 5000 CFM required.
- Process make-up air: 4500 CFM required.

**Materials Used and
By-Products Generated****Chemicals**

- Solvents

Function	<ul style="list-style-type: none">• Instruction and Studio work for screen and block printing on fabric, design and layout by senior and graduate students.
Occupants	<ul style="list-style-type: none">• Four Workstations, at tables.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 3 drawing tables, 2 design work stations, 2 padded print tables (5'x12'), chairs and stools
Location	<ul style="list-style-type: none">• Adjacent to: Dye Lab and Kitchen

Building Systems Required

Floors	<ul style="list-style-type: none">• Wood, or Resilient Sheet/Tile.
Walls	<ul style="list-style-type: none">• Functional separation; full separation from other studios required; 50% tackable surfaces min.• Provide one wall minimum for display, with adjustable lighting, tackable neutral surface for full height.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 12' Min.
Doors	<ul style="list-style-type: none">• 6' x 7' opening/pair of doors. and additional single doorway; both lockable.
Windows	<ul style="list-style-type: none">• Windows required;• Northern exposure or window treatment for control of natural light required.• Room darkening capability required.
Built-In F&E	<ul style="list-style-type: none">• Stainless Steel Worksink.
Plumbing	<ul style="list-style-type: none">• Stainless Steel Worksink.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 100 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications• Task lighting

FIBERS-06/07/08/09

Faculty Office

Two @ 200 SF
Two @ 150 SF
Total: 700 SF

Function	<ul style="list-style-type: none">• Office Space for Fibers faculty member.• Administrative work, class preparation, grading, student conferences.• Storage of files, books and periodicals.• Secure storage of student projects and valuable items• Meeting space for small groups of students and faculty.• Faculty studio workspace.
Occupants	<ul style="list-style-type: none">• One office/studio workstation.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Desk, chairs, flat files, work table.• May include loom, knitting machine or other items of equipment.
Location	<ul style="list-style-type: none">• Adjacent to: Textile Studio Areas
Building Systems Required	
Floors	<ul style="list-style-type: none">• Wood, or Resilient Sheet/Tile.
Walls	<ul style="list-style-type: none">• Visual and Acoustical Privacy with Acoustic Wall Assembly; 25% tackable surfaces min.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 8'-6" Min.
Doors	<ul style="list-style-type: none">• Lockable.
Windows	<ul style="list-style-type: none">• Windows required.
Built-In F&E	<ul style="list-style-type: none">• Stainless Steel Worksink in the larger two offices.
Plumbing	<ul style="list-style-type: none">• Stainless Steel Worksink in the larger two offices.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 40 CFM.
Electrical	<ul style="list-style-type: none">• See standard specifications• Phone jack, data wiring

Function	<ul style="list-style-type: none">• Hanging space for drying dyed yarn and fabric.• Space for paper and felt making processes which require water and floor drainage.
Occupants	<ul style="list-style-type: none">• 2
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Countertop
Location	<ul style="list-style-type: none">• Adjacent to: Dye Kitchen and Dye Lab. Textile Studios

Building Systems Required

Floors	<ul style="list-style-type: none">• Concrete with sealer, Terrazzo, or Quarry Tile; Floor Drain.
Walls	<ul style="list-style-type: none">• Functional Separation; Securable.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 12' Min.
Doors	<ul style="list-style-type: none">• Lockable, with louver for ventilation.
Windows	<ul style="list-style-type: none">• None required.
Built-In F&E	<ul style="list-style-type: none">• Worksink• 12 LF Countertop
Plumbing	<ul style="list-style-type: none">• Worksink for handwashing;• Floor Drain
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 80 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications
Process Ventilation	<ul style="list-style-type: none">• 200 CFM to vent moisture.• Process makeup air: 180 CFM required

Function	<ul style="list-style-type: none"> • Space for Immersion Dying, Finishing and Processing of Fabrics and Yarns.
Occupants	<ul style="list-style-type: none"> • 10 Workstations at Sinks
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none"> • Electric Range, Steam Cabinet (4'h x 4'w x 8'd), Industrial Washers (2) and Dryer, Domestic Washers (2) and Dryer, three 30x60 fiber board work tables, two 36x96 painted work tables, storage cabinets and shelving.
Location	<ul style="list-style-type: none"> • Adjacent to: Dye Lab and Drying Room Elective Studio • Central to: Sophomore/Elective and Major Studios.

Building Systems Required

Floors	<ul style="list-style-type: none"> • Concrete with sealer, Terrazzo, or Quarry Tile, Floor Drain.
Walls	<ul style="list-style-type: none"> • Functional Separation with Full Height Partitions.
Ceiling	<ul style="list-style-type: none"> • Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none"> • 10' Min.
Doors	<ul style="list-style-type: none"> • 6'x7' opening; Lockable.
Windows	<ul style="list-style-type: none"> • Windows preferred; Northern exposure or window treatment for control of natural light required.
Built-In F&E	<ul style="list-style-type: none"> • Five Worksinks
Plumbing	<ul style="list-style-type: none"> • Five Stainless Steel Worksinks.@ 24" x 34" x 15" sink depth, with easy access to traps. • Hookups for four washing machines and one steam cabinet. • Floor Drain
Mechanical	<ul style="list-style-type: none"> • HVAC Outside Air: 20 CFM per Occupant; 220 CFM. No recirculation.
Electrical	<ul style="list-style-type: none"> • See standard specifications • 220v power distribution to equipment; including power for electric steam cabinet
Process Ventilation	<ul style="list-style-type: none"> • Exhaust for canopy hood over stove: approximately 2000 CFM of exhaust required. • Exhaust for steam cabinet and dryers. • Process Makeup Air = 1800 CFM

Materials Used and By-Products Generated

Chemicals	<ul style="list-style-type: none"> • Fiber reactive dyes, acid dyes, urea, sodium bicarbonate, sodium hexametaphosphate, synthrapol sp, alkalis, sodium alginate, acetic acid, and cleaners.
Air Contaminants Generated	<ul style="list-style-type: none"> • Acid and alkali mists.

Function	<ul style="list-style-type: none">• Storage, mixing and preparation of all dyes and pigments.• Indigo dying• Developing, washing, stencil removal for photo silkscreening.
Occupants	<ul style="list-style-type: none">• 8 Workstations, at worktables and sinks.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Three laminate-covered work tables, one rolling stainless steel table, three wood cabinets, two metal storage cabinets, 24 dye lockers, refrigerator, emulsion remover, dye mixing booth with hood and stainless steel counter (booth @ 45"h x 53"w x 38"d; hood at 25" x 53" x 38").
Location	<ul style="list-style-type: none">• Adjacent to: Dye Kitchen Sophomore/Elective and Major Studios Screen Exposing Room Screen Coating and Drying Room
Building Systems Required	
Floors	<ul style="list-style-type: none">• Concrete with sealer, Terrazzo, or Quarry Tile; Floor drain.• Functional Separation with Full Height Partitions; 25% tackable surfaces min.• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.• 10' Min.• 6' x 7' opening; lockable.• Windows not required.
Walls	
Ceiling	
Ceiling Ht.:	
Doors	
Windows	
Built-In F&E	<ul style="list-style-type: none">• Stainless Steel Sink for Screen Washout.• Stainless Steel Worksink
Plumbing	<ul style="list-style-type: none">• Stainless Steel Sink (36" x 92" x 6" sink depth) for Screen Washout, with Power Spray, two drains with overflow tubes.• Stainless Steel Worksink
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 200 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications• Power for Power Spray
Process Ventilation	<ul style="list-style-type: none">• Exhaust ventilation hoods for Power Washer and Dye Handling.• Approximately 2000 CFM of exhaust required.• Comply with ASHRAE Standard 1989-62• Process Makeup Air = 1800 CFM.
Materials Used and By-Products Generated	
Chemicals	<ul style="list-style-type: none">• <i>Fiber reactive dyes, urea, ludigol, sodium bicarbonate, sodium hexametaphosphate, Ulano haze remover paste, Ulano fabric degreaser, isopropyl alcohol, synthrapol sp, alkalis, sodium alginate, acetic acid, synthetic indigo, calcium hydroxide, zinc dust.</i>
Air Contaminants Generated	<ul style="list-style-type: none">• <i>Dust from powdered raw materials.</i>

Function	<ul style="list-style-type: none">• Application and removal of lacquer film and other solvent based materials.
Occupants	<ul style="list-style-type: none">• Two Workstations, at work tables.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Two metal tables, shelving, vented fireproof cabinet, screen washer rack, slot hoods
Location	<ul style="list-style-type: none">• Within Fiber Area for control and security.

Building Systems Required

Floors	<ul style="list-style-type: none">• Resilient Sheet or Tile.
Walls	<ul style="list-style-type: none">• Functional Separation with Full Height Partitions
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 10' Min.
Doors	<ul style="list-style-type: none">• Vision Panel and Sidelight.
Windows	<ul style="list-style-type: none">• Windows not required;
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 60 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications• Four 110v duplex receptacles minimum.
Process Ventilation	<ul style="list-style-type: none">• Exhaust for series of slot hoods, approximately 1500 CFM.• Process Makeup Air = 1350 CFM.

Materials Used and By-Products Generated

<i>Chemicals</i>	<ul style="list-style-type: none">• <i>Lacquer film adhering solvent, lacquer block out, lacquer thinner, urethane varnish, paint thinner, acetone.</i>
<i>Air Contaminants Generated</i>	<ul style="list-style-type: none">• <i>Organic vapors.</i>

Function	<ul style="list-style-type: none">• Darkened space for enlarging and printing of black and white photographic film• Making of positive and negative transparencies for use in photo-silkscreening• Photography darkroom for enlarging and printing of photographs.
Occupants	<ul style="list-style-type: none">• One Workstation with enlarger.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• One Enlarger, one timer, one dryer, supply cabinets and counterspace, slot hoods.
Location	<ul style="list-style-type: none">• Within Fiber area for control and security• Adjacent to: Screen Exposing Room

Building Systems Required

Floors	<ul style="list-style-type: none">• Concrete with sealer, Terrazzo, or Quarry Tile.
Walls	<ul style="list-style-type: none">• Functional Separation with Full Height Partitions; 25% tackable surfaces min.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 10' Min.
Doors	<ul style="list-style-type: none">• Light Lock required.
Windows	<ul style="list-style-type: none">• None required.
Built-In F&E	<ul style="list-style-type: none">• Darkroom sink
Plumbing	<ul style="list-style-type: none">• Darkroom sink, with temperature controlled mixing valve; Acid resistant plumbing required.• Waste from sink must be treated prior to disposal to sewer system; include silver recovery system for developers containing silver.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 40 CFM. No recirculation.•
Electrical	<ul style="list-style-type: none">• See standard specifications• Safelights.
Process Ventilation	<ul style="list-style-type: none">• Exhaust a series of slot hoods along sink; approximately 1000 CFM required.• Process Makeup Air = 900 CFM

Materials Used and By-Products Generated

Chemicals	<ul style="list-style-type: none">• Standard developers, fixers, stop bath and fixer remover.
Air Contaminants Generated	<ul style="list-style-type: none">• Acid mists, toxic gases, and organic solvents.

Function	<ul style="list-style-type: none">• Coating and exposing of screens with light sensitive emulsion for photo-silkscreen processing.
Occupants	<ul style="list-style-type: none">• Two Workstations with equipment.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• One vacuum exposing table, one light table, one carbon arc lamp, storage cabinets.
Location	<ul style="list-style-type: none">• Adjacent to: Dye Lab, to facilitate washing of screens after exposure.

Building Systems Required

Floors	<ul style="list-style-type: none">• Concrete with sealer, Terrazzo, Quarry Tile, or Resilient Sheet/Tile
Walls	<ul style="list-style-type: none">• Functional Separation with Full Height Partitions; Securable; 25% tackable surfaces min.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 10' Min.
Doors	<ul style="list-style-type: none">• Light Lock required.
Windows	<ul style="list-style-type: none">• No windows required.
Built-In F&E	<ul style="list-style-type: none">• 10 LF x 30"d countertop.• Stainless Steel Worksink in Counter.
Plumbing	<ul style="list-style-type: none">• Stainless Steel Worksink.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 60 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications• Power for vacuum table, light table, and carbon arc lamp.• Safelights.
Process Ventilation	<ul style="list-style-type: none">• Exhaust for hood/plenum at arc lamp, requiring 200 CFM. Comply with ASHRAE Standard 1989-62• Process Makeup Air = 180 CFM

Materials Used and By-Products Generated

Chemicals	<ul style="list-style-type: none">• Carbon arc light source
Air Contaminants Generated	<ul style="list-style-type: none">• Ozone, carbon monoxide, and oxides of nitrogen.

Function	<ul style="list-style-type: none">• Space for the use of sewing machines, in conjunction with Surface Design/Textile Design Studios.
Occupants	<ul style="list-style-type: none">• Six Workstations, at sewing machines.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Six sewing machines, one work table (4'x10'), mirrors, chairs and stools.
Location	<ul style="list-style-type: none">• Adjacent to: Surface Design/Textile Design Studios.

Building Systems Required

Floors	<ul style="list-style-type: none">• Wood, or Resilient Sheet/Tile.
Walls	<ul style="list-style-type: none">• Functional separation; securable. 25% tackable surfaces min.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 10' Min.
Doors	<ul style="list-style-type: none">• Lockable.
Windows	<ul style="list-style-type: none">• Windows preferred; Northern exposure or window treatment for control of natural light required.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 140 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications• Six 110v duplex receptacles minimum.• Power for six sewing machines.• Task lighting

Function	<ul style="list-style-type: none">• Silkscreening, spraying with airbrushes and using oil-based dyes or pigments.• Used by students during class time or while working on projects.
Occupants	<ul style="list-style-type: none">• One Workstation.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• One 4'x12' padded print table, spray gun and compressor.
Location	<ul style="list-style-type: none">• Adjacent to Dye Kitchen and Dye Lab, for prep of air brush and/or dyes and pigments• Adjacent to Studios for Fabric Processing.

Building Systems Required

Floors	<ul style="list-style-type: none">• Concrete with sealer, Terrazzo, or Quarry Tile.
Walls	<ul style="list-style-type: none">• Functional Separation with Full Height Partitions; Ceramic Tile Finish, Water Resistant, Washable.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 10' Min.
Doors	<ul style="list-style-type: none">• 6' x 7' opening/pair of doors.
Windows	<ul style="list-style-type: none">• Windows not required;
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 40 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications• Six 110v duplex receptacles minimum.• Explosion proof wiring
Process Ventilation	<ul style="list-style-type: none">• Ductwork, fan, and stack to serve Spraybooth exhaust hood and filters, to exhaust spraying contaminants; Approximately 6500 CFM of exhaust required.• Process Makeup Air = 5850 CFM (To be brought in such that drafts do not affect the artwork.)• Conditioned supply air.

Materials Used and By-Products Generated

Chemicals	<ul style="list-style-type: none">• <i>Fiber reactive dyes, and various solvent and water based dyes and pigments.</i>
Air Contaminants Generated	<ul style="list-style-type: none">• <i>Organic vapors.</i>

Function	<ul style="list-style-type: none">• Computer instruction and independent work.
Occupants	<ul style="list-style-type: none">• Six Computer Workstations.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Six double monitor workstations, 2 scanners, 2 printers, work desks.
Location	<ul style="list-style-type: none">• Central to Textile Studios.

Building Systems Required

Floors	<ul style="list-style-type: none">• Wood, or Resilient Sheet/Tile.
Walls	<ul style="list-style-type: none">• Visual and Acoustical Privacy with Acoustic Wall Assembly; 50% tackable surfaces min.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 8'-6" Min.
Doors	<ul style="list-style-type: none">• Lockable, vision panel.
Windows	<ul style="list-style-type: none">• No windows. Fixed viewing window into corridor.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 140 CFM.• Split system ductless air conditioning unit.
Electrical	<ul style="list-style-type: none">• Special electrical load, surge protection, system of wire chases for workstations (or underfloor system) for data wiring

Function	<ul style="list-style-type: none">• Office Space for computer work for Textile Design.
Occupants	<ul style="list-style-type: none">• One Desk/Computer Workstation.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• One double monitor workstation, one scanner, one printer, one work desk.
Location	<ul style="list-style-type: none">• Adjacent to: Fibers CAD Lab.

Building Systems Required

Floors	<ul style="list-style-type: none">• Wood, or Resilient Sheet/Tile.
Walls	<ul style="list-style-type: none">• Visual and Acoustical Privacy with Acoustic Wall Assembly; 50% tackable surfaces min.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 8'-6" Min.
Doors	<ul style="list-style-type: none">• Lockable, vision panel.
Windows	<ul style="list-style-type: none">• No windows. Fixed viewing window into corridor.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 40 CFM.• Split system ductless air conditioning unit.
Electrical	<ul style="list-style-type: none">• Special electrical load, surge protection, system of wire chases for workstations (or underfloor system) for data wiring

Function	<ul style="list-style-type: none">• Displaying, Viewing and Discussions of Student Work.• Slide presentations and lectures.• Instruction and Studio Work for Introductory Textile Design and Weaving, if overflow space is required.
Occupants	<ul style="list-style-type: none">• 60 Seats at 15 Design Tables.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 15 Design Tables, Perimeter and Freestanding Display of Artwork, Storage Cabinets, Magazine Storage, Weaving equipment and table looms, Projection screen or wall, Chairs.
Location	<ul style="list-style-type: none">• Adjacent to: Textile Studios and Faculty Offices.
Building Systems Required	
Floors	<ul style="list-style-type: none">• Wood, or Resilient Sheet/Tile.
Walls	<ul style="list-style-type: none">• Visual and Acoustical Privacy with Acoustic Wall Assembly; 50% tackable surfaces min.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 12' Min.
Doors	<ul style="list-style-type: none">• 6' x 7' opening/pair of doors.
Windows	<ul style="list-style-type: none">• No windows.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 1220 CFM.
Electrical	<ul style="list-style-type: none">• See standard specifications• Directional lighting

Function	<ul style="list-style-type: none">• Storage of supplies and equipment for all Fiber areas.• Lockable storage of bulk chemicals, toxic dyes, fabrics, dye and print materials, studio cleaning supplies.
Occupants	<ul style="list-style-type: none">• One, at desk/counter supervisory station.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• One desk, wall shelves, supply cabinets, wall hung fabric storage units.
Location	<ul style="list-style-type: none">• Adjacent to: Dye Lab, Dye Kitchen, Surface Design and Screen Print areas

Building Systems Required

Floors	<ul style="list-style-type: none">• Wood, or Resilient Sheet/Tile.
Walls	<ul style="list-style-type: none">• Functional Separation with Full Height Partitions.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 10' Min.
Doors	<ul style="list-style-type: none">• Lockable.
Windows	<ul style="list-style-type: none">• No windows.
Built-In F&E	<ul style="list-style-type: none">• 5 LF countertop
Mechanical	<ul style="list-style-type: none">• 10 Air Changes per Hour. No Recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications
Process Ventilation	<ul style="list-style-type: none">• Ventilation for storage of hazardous materials = 100 CFM• Process Makeup Air = 90 CFM

Function • Storage of loom parts and repair equipment for the Fibers Department.

**Key Tenant Equipment
to be Accommodated** • Shelving

Location • Adjacent to: Main Weaving Studio

Building Systems Required

Floors	• Wood, or Resilient Sheet/Tile.
Walls	• Functional Separation with Full height Partitions
Ceiling	• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	• 10' Min.
Doors	• 6' x 7' opening/pair of doors; lockable.
Windows	• Windows not required.
Mechanical	• N.A.
Electrical	• See standard specifications
Process Ventilation	• 100 CFM exhaust

Function	<ul style="list-style-type: none">• Storage of fibers and yarns for all weaving classes.
Occupants	<ul style="list-style-type: none">• One, at counter workstation.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Shelves, rolling ladder, scales.
Location	<ul style="list-style-type: none">• Adjacent to: Weaving Studios and warp preparation area.

Building Systems Required

Floors	<ul style="list-style-type: none">• Wood, or Resilient Sheet/Tile.
Walls	<ul style="list-style-type: none">• Functional Separation with Full Height Partitions.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 10' Min.
Doors	<ul style="list-style-type: none">• Lockable.
Windows	<ul style="list-style-type: none">• Windows preferred.• Northern exposure or window treatment for control of natural light required.
Built-In F&E	<ul style="list-style-type: none">• 5 LF countertop
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 40 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications
Process Ventilation	<ul style="list-style-type: none">• 100 CFM exhaust• 90 CFM make-up air.

Function

- Room used for studio space for graduate students

Occupants

- 10 work stations each composed of a work bench storage cabinet and locker.

**Key Tenant Equipment
to be Accommodated**

- One small drill press, 1 rolling mill, 3 torches, 1 hand tool cabinet
3 fire resistant countertops with slot hoods.

Location

- Separate from work areas
- Separate from student traffic

Building Systems Required**Floors**

- Wood or Resilient tile. Metal decking around soldering stations.

Walls

- Functional Separation, 25% tackable surfaces.

Ceiling

- Exposed Structure Acceptable

Ceiling Ht.:

- 9' Min.

Doors

- Lockable; 6' x 7' opening.

Windows

- Windows not required.

Built-In F&E

- 3 Worksinks with traps.

Plumbing

- 3 Worksinks with traps.
- Service and outlets for acetylene and oxygen.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 220 CFM. No recirculation.

Electrical

- See standard specifications.

Process Ventilation

- Exhaust for 6 slot hoods: 6000 CFM required.
- Process make-up air: 5400 CFM required.

**Materials Used and
By-Products Generated****Chemicals**

- *Metals such as: brass, aluminum, bronze, silver, pewter, and gold; oxygen, natural gas, fluxes containing: potassium fluoroborate, potassium hydroxide, boric acid, potassium tetraborate; silver solder, and sparex pickle (sodium bisulfate)*

**Air Contaminants
Generated:**

- *Metal oxide and fume; combustion products from acetylene/oxygen torches; fluorides from flux; and zinc from silver solder.*

Function	<ul style="list-style-type: none">• Room used for studio space for undergraduate students majoring in Jewelry/metals
Occupants	<ul style="list-style-type: none">• 20 workstations
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Torches, 3 fire resistant countertops with slot hoods.

Location	<ul style="list-style-type: none">• Separate from work areas• Separate from student traffic
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Building Systems Required

Floors	<ul style="list-style-type: none">• Wood or Resilient tile. Concrete or Metal around soldering stations.
Walls	<ul style="list-style-type: none">• Functional Separation, 25% tackable surfaces.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable.
Ceiling Ht.:	<ul style="list-style-type: none">• 9' Min.
Doors	<ul style="list-style-type: none">• Lockable; 6' x 7' opening.
Windows	<ul style="list-style-type: none">• Windows not required.
Built-In F&E	<ul style="list-style-type: none">• 3 Worksinks with traps
Plumbing	<ul style="list-style-type: none">• 3 Worksinks with traps• Service and outlets for acetylene and oxygen.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 420 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.
Process Ventilation	<ul style="list-style-type: none">• Exhaust for slot hoods: 6000 CFM required.• Process make-up air: 5400 CFM required.

Materials Used and By-Products Generated

<i>Chemicals</i>	<ul style="list-style-type: none">• <i>Metals such as: brass, aluminum, bronze, silver, pewter, and gold; oxygen, natural gas, fluxes containing: potassium fluoroborate, potassium hydroxide, boric acid, potassium tetraborate; silver solder, and sparex pickle (sodium bisulfate)</i>
<i>Air Contaminants Generated:</i>	<ul style="list-style-type: none">• <i>Metal oxide and fume; combustion products from acetylene/oxygen torches; fluorides from flux; and zinc from silver solder.</i>

Function	<ul style="list-style-type: none">• Room used for teaching classroom for Jewelry/Metals I and II for soldering and benchwork. Also used by non-major students under strict supervision.
Occupants	<ul style="list-style-type: none">• 14 work stations
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 2 acetylene torches, 1 small precision drillpress, 1 bench-mounted vise, hand-tool storage cabinet, long countertop/table with two slot hoods, pickle pot with slot hood.
Location	<ul style="list-style-type: none">• Adjacent to Main Work Room• Separate from other areas

Building Systems Required

Floors	<ul style="list-style-type: none">• Wood or Resilient tile.
Walls	<ul style="list-style-type: none">• Functional Separation, 25% tackable surfaces.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable.
Ceiling Ht.:	<ul style="list-style-type: none">• 9' Min.
Doors	<ul style="list-style-type: none">• Lockable; 6' x 7' opening.
Windows	<ul style="list-style-type: none">• Windows not required.
Built-In F&E	<ul style="list-style-type: none">• Shallow sink with trap
Plumbing	<ul style="list-style-type: none">• Sink
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 300 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Task lighting at workbench and drill press
Process Ventilation	<ul style="list-style-type: none">• Exhaust for three slot hoods which service the soldering and pickle pot areas: 3000 CFM required.• Process make-up air: 2700 CFM required.

Materials Used and By-Products Generated

Chemicals	<ul style="list-style-type: none">• <i>Metals such as: brass, aluminum, bronze, silver, pewter, and gold; oxygen, natural gas, fluxes containing: potassium fluoroborate, potassium hydroxide, boric acid, potassium tetraborate; silver solder, and sparex pickle (sodium bisulfate)</i>
Air Contaminants Generated:	<ul style="list-style-type: none">• <i>Metal oxide and fume; combustion products from acetylene/oxygen torches; fluorides from flux; and zinc from silver solder.</i>

- Function**
- Room used for faculty office and studio
- Occupants**
- 1
- Key Tenant Equipment to be Accommodated**
- Personal items only
- Location**
- Separate from work areas but within department

Building Systems Required

- Floors**
- Wood or Resilient tile.
- Walls**
- Functional Separation, 25% tackable surfaces.
- Ceiling**
- Exposed Structure Acceptable.
- Ceiling Ht.:**
- 9' Min.
- Doors**
- Lockable; Standard.
- Windows**
- Windows required
- Built-In F&E**
- Worksink with trap
- Plumbing**
- Worksink
- Mechanical**
- HVAC Outside Air: 20 CFM per Occupant; 40 CFM.
- Electrical**
- See standard specifications.
 - Phone jack, data wiring.

Function	<ul style="list-style-type: none">• Large room to serve as hub for metals activities, with specialized rooms off of it.
Occupants	<ul style="list-style-type: none">• 18
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Floor mounted grinder, floor mounted belt sander, 8" disk sander, 12" disk sander, 2 sand blasters, wood band saw, spinning lathe, machine lathe, metal bandsaw, power hacksaw, floor mounted drill press, 6 anvils, draw bench, 2 rolling mills, metal stake bench with mandrel & vise, 4 vises, 1 blacksmith's vise, wax injector, vulcanizer, steam cleaner, vacuum investor, vacuum caster.
Location	<ul style="list-style-type: none">• Central within Metals Department• Near but separate from teaching classrooms

Building Systems Required

Floors	<ul style="list-style-type: none">• Concrete with sealer
Walls	<ul style="list-style-type: none">• Functional Separation, Acoustic Wall Assembly 25% nailable surfaces.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable.
Ceiling Ht.:	<ul style="list-style-type: none">• 9' Min.
Doors	<ul style="list-style-type: none">• Lockable; 6' x 7' opening.
Windows	<ul style="list-style-type: none">• Windows not required.
Built-In F&E	<ul style="list-style-type: none">• Worksink• Workbench
Plumbing	<ul style="list-style-type: none">• Worksink• Compressed air lines for sandblasters and wax injector• Gas service for casting kiln, casting torch, hot gas forge• Service and outlets for acetylene and oxygen.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 380 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Power for all machinery
Process Ventilation	<ul style="list-style-type: none">• Ventilation for 2 slot exhaust hoods at welding bench: 2000 CFM• Ventilation for casting area: 10,000 CFM• Process make up air: 10,800 CFM

Materials Used and By-Products Generated

Chemicals	<ul style="list-style-type: none">• Sand, metals, wax, plastics
Air Contaminants Generated:	<ul style="list-style-type: none">• Sand particulates, metal fumes, wax vapors, plastic decomposition products.

Function	<ul style="list-style-type: none">• Room for specialized function of application of surface textures, patinas, anodizing, plating and spray painting metals
Occupants	<ul style="list-style-type: none">• 4
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 2 acid booths (30" d x 6' w x 7' h) with ventilation system, 2 PVC slot hoods, fireproof cabinets for chemical storage, spray etcher, hood with flexible hose, anodizing station
Location	<ul style="list-style-type: none">• Adjacent to Main Work Room• Separate from classrooms and other areas
Building Systems Required	
Floors	<ul style="list-style-type: none">• Acid resistant floor required.•
Walls	<ul style="list-style-type: none">• Functional Separation.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable.
Ceiling Ht.:	<ul style="list-style-type: none">• 9' Min.
Doors	<ul style="list-style-type: none">• Lockable; 6' x 7' opening.
Windows	<ul style="list-style-type: none">• Windows not required.
Built-In F&E	<ul style="list-style-type: none">• 2 sinks: 1 lab sink in vent hood• 1 chemical resistant (fiberglass) sink with trap• Chemical resistant (fiberglass) counter (24 linear feet)
Plumbing	<ul style="list-style-type: none">• 2 sinks• Deluge shower• Acid waste piping.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 100 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• Explosion proof fixtures• GFI
Process Ventilation	<ul style="list-style-type: none">• Exhaust (PVC ductwork and fan) from 2 PVC slot hoods: 3000 CFM required (includes ductwork for electroforming room)• Exhaust 2 laboratory exhaust hoods: 2400 CFM required• Process make-up air: 4800 CFM required.• Vent chemical storage cabinets.
Materials Used and By-Products Generated	
Chemicals	<ul style="list-style-type: none">• <i>Metal salts, alkaline salts, caustics, acids, and solvents</i>
Air Contaminants Generated:	<ul style="list-style-type: none">• <i>Metal fume, acid mist, and organic solvents</i>

Function	<ul style="list-style-type: none">• Room used for heat treating metal, soldering and working with pitch
Occupants	<ul style="list-style-type: none">• 4
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 6 natural gas compressed air torches, 3 large gas/air annealing torches, one oxygen/ natural gas jeweler's torch, six slothoods
Location	<ul style="list-style-type: none">• Adjacent to Main Work Room• Separate from classrooms and other areas

Building Systems Required

Floors	• Concrete with sealer, Terrazzo, or Quarry Tile.
Walls	• Functional Separation
Ceiling	• Exposed Structure Acceptable.
Ceiling Ht.:	• 9' Min.
Doors	• Lockable; 6' x 7' opening.
Windows	• No windows
Built-In F&E	<ul style="list-style-type: none">• Worksink
Plumbing	<ul style="list-style-type: none">• Worksink• Compressed air lines• Service and outlets for natural gas and oxygen.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 100 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.
Process Ventilation	<ul style="list-style-type: none">• Exhaust for 6 slot hoods: 6000 CFM required.• Process make-up air: 5400 CFM required.

Materials Used and By-Products Generated

<i>Chemicals</i>	<ul style="list-style-type: none">• <i>Metals such as: brass, aluminum, bronze, silver, pewter, and gold; oxygen, natural gas, fluxes containing: potassium fluoroborate, potassium hydroxide, boric acid, potassium tetraborate; silver solder, pitch, and sparex pickle (sodium bisulfate)</i>
<i>Air Contaminants Generated:</i>	<ul style="list-style-type: none">• <i>Metal oxides and fume; combustion products from natral gas/oxygen torches; fluorides from flux; zinx from silver solder; and carbon monoxide, carbon dioxide. and hydrocarbons from heated pitch</i>

Function	<ul style="list-style-type: none">• Room used for cutting, shearing and forming of metals.
Occupants	<ul style="list-style-type: none">• 6
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 36" floor shears, 24" slip roller, 24" sheet metal brake, 7" sheet metal brake, 8" bench shears, 20 ton hydraulic press, strip cutter
Location	<ul style="list-style-type: none">• Flexible within Metals department

Building Systems Required

Floors	<ul style="list-style-type: none">• Wood or Resilient tile.
Walls	<ul style="list-style-type: none">• Functional Separation, Acoustic Wall Assembly
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable
Ceiling Ht.:	<ul style="list-style-type: none">• 9' Min.
Doors	<ul style="list-style-type: none">• Lockable; 6' x 7' opening.
Windows	<ul style="list-style-type: none">• Windows not required.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 160 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.

Function	<ul style="list-style-type: none">• Room for specialized process of electroforming
Occupants	<ul style="list-style-type: none">• 1
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• One 40 gallon electroforming tank, air line water trap, air line regulator, one electroforming pump and filter unit, rectifier
Location	<ul style="list-style-type: none">• Adjacent to Main Work Room• Separate from general classrooms and other areas

Building Systems Required

Floors	<ul style="list-style-type: none">• Concrete with sealer, Terrazzo, or Quarry Tile.
Walls	<ul style="list-style-type: none">• Functional Separation
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable
Ceiling Ht.:	<ul style="list-style-type: none">• 9' Min.
Doors	<ul style="list-style-type: none">• Lockable; 6' x 7' opening.
Windows	<ul style="list-style-type: none">• Windows not required.
Built-In F&E	<ul style="list-style-type: none">• Worksink with chemical trap• Workbench• 2 6LF countertops with acid resistant finish
Plumbing	<ul style="list-style-type: none">• Worksink with chemical trap, acid waste plumbing• Water purification and de-ionization unit• Compressed air line
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 40 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.
Process Ventilation	<ul style="list-style-type: none">• Exhaust from PVC slot hood: approximately 1000 CFM required. Can be linked to Acid room system.• Process make-up air: approximately 900 CFM required.

Materials Used and By-Products Generated

<i>Chemicals</i>	<ul style="list-style-type: none">• <i>Electrodag 416 silver solvent, sulfuric acid, copper sulfate, hydrochloric acid</i>
<i>Air Contaminants Generated:</i>	<ul style="list-style-type: none">• <i>Metal fume and acid mist</i>

Function	<ul style="list-style-type: none">• Room used for specialized function of adhering vitreous enamels on metal
Occupants	<ul style="list-style-type: none">• 8 workstations
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 3 electric kilns with canopy hoods, drying box, 2 fireproof countertops with slot hoods.
Location	<ul style="list-style-type: none">• Adjacent to Main Work Room• Separate from work areas

Building Systems Required

Floors	<ul style="list-style-type: none">• Concrete with sealer, Terrazzo, or Quarry Tile.
Walls	<ul style="list-style-type: none">• Functional Separation.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable.
Ceiling Ht.:	<ul style="list-style-type: none">• 9' Min.
Doors	<ul style="list-style-type: none">• Lockable; 6' x 7' opening.
Windows	<ul style="list-style-type: none">• Windows not required
Built-In F&E	<ul style="list-style-type: none">• One 8 LF fiberglass sink with 4 faucets
Plumbing	<ul style="list-style-type: none">• One 8 LF fiberglass sink with 4 faucets
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 200 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Four GFI double receptacles over sink for task lighting• Power for kilns
Process Ventilation	<ul style="list-style-type: none">• Exhaust for 2 slot hoods: approximately 2400 CFM required.• Exhaust for 3 canopy hoods: approximately 400 CFM required.• Process make-up air: approximately 2520 CFM required.

Materials Used and By-Products Generated

<i>Chemicals</i>	<ul style="list-style-type: none">• <i>Lead and non-lead based enamels, sodium bisulfate, and natural oils</i>
<i>Air Contaminants Generated:</i>	<ul style="list-style-type: none">• <i>Particulate matter which may contain lead, arsenic, and/or cadmium</i>

Function	<ul style="list-style-type: none">• Room for polishing, brushing, tumbling, etc metal surfaces.
Occupants	<ul style="list-style-type: none">• 5 workstations
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 2 buffing machines w/vacuum filtration system, 1 scratch brush, wheel, 2 vibrating tumblers, 2 buffing machines, 2 Baldor polishing lathes, 2 dual arbor Rockwell motors, dust collection units
Location	<ul style="list-style-type: none">• Set apart from other operations because of noise and dust.

Building Systems Required

Floors	<ul style="list-style-type: none">• Wood or Resilient tile.
Walls	<ul style="list-style-type: none">• Functional Separation, Acoustic Wall Assembly
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable.
Ceiling Ht.:	<ul style="list-style-type: none">• 9' Min.
Doors	<ul style="list-style-type: none">• Lockable; 6' x 7' opening.
Windows	<ul style="list-style-type: none">• Windows not required.
Built-In F&E	<ul style="list-style-type: none">• Worksink• Workbench 8'-0" linear feet, with lab bench finish
Plumbing	<ul style="list-style-type: none">• Worksink
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 140 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.
Process Ventilation	<ul style="list-style-type: none">• Exhaust for polishers and buffers: 5000 CFM• Process make-up air: 4500 CFM

Materials Used and By-Products Generated

Chemicals	<ul style="list-style-type: none">• <i>Metals such as: brass, aluminum, broanze, silver, pewter, and gold; and polishing compounds such as: rouge., tripoli, zam bobbing compound, white diamond, steel compound, plastic compound. and lea compound</i>
Air Contaminants Generated:	<ul style="list-style-type: none">• <i>Metal particulate, and particulates from the poliahing compounds, such as silica</i>

Function	<ul style="list-style-type: none">• Room for forging and welding
Occupants	<ul style="list-style-type: none">• 5
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Gas forge, coal pan forge, oxy/acetylene welding torch & tank, crucible furnace, electric burn out kiln, gas burnout kiln, oxy/natural gas casting torch, centrifugal casting machine
Location	<ul style="list-style-type: none">• Adjoining Main Workroom
Building Systems Required	
Floors	<ul style="list-style-type: none">• Concrete with sealer or metal decking
Walls	<ul style="list-style-type: none">• Functional Separation, Acoustic Wall Assembly
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable.
Ceiling Ht.:	<ul style="list-style-type: none">• 9' Min.
Doors	<ul style="list-style-type: none">• Lockable; 6' x 7' opening.
Windows	<ul style="list-style-type: none">• Windows not required.
Plumbing	<ul style="list-style-type: none">• Compressed air lines for sandblasters and wax injector• Gas service for casting kiln, casting torch, hot gas forge
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 120 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Power for welding equipment and electric kiln
Process Ventilation	<ul style="list-style-type: none">• Exhaust 2 slot hoods for welding bench: 2000 CFM required• Exhaust for hot forge: 1500 CFM required• Exhaust for casting area, including crucible furnace: 7500 CFM required• Process make-up air: 9900 CFM required
Materials Used and By-Products Generated	
<i>Chemicals</i>	<ul style="list-style-type: none">• <i>Metals such as: brass, aluminum, bronze, silver, pewter, and gold; oxygen, acetylene, fluxes containing: potassium fluoroborate, potassium hydroxide, boric acid, potassium tetraborate</i>
<i>Air Contaminants Generated:</i>	<ul style="list-style-type: none">• <i>Metal oxides and fume, combustion products from natural gas fired forge and coal pan forge, carbon monoxide and carbon dioxide, fluorides from flux</i>

Function	<ul style="list-style-type: none">• Room used for cutting, shaping, and polishing gemstones and glass, and for sandblasting glass
Occupants	<ul style="list-style-type: none">• Three
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• One 24x48 sandblaster with pressure tank and built-in vacuum collection system, 3 slab saws, 2 flat laps, 1 wet belt sander, 3 lapidary machines
Location	<ul style="list-style-type: none">• Adjacent to Main Work Room• Separate from classrooms and other areas

Building Systems Required

Floors	<ul style="list-style-type: none">• Concrete with sealer, Terrazzo, or Quarry Tile, Floor Drain.
Walls	<ul style="list-style-type: none">• Functional Separation, Acoustical Wall Assembly
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable.
Ceiling Ht.:	<ul style="list-style-type: none">• 9' Min.
Doors	<ul style="list-style-type: none">• Lockable; 6' x 7' opening.
Windows	<ul style="list-style-type: none">• Windows not required.
Plumbing	<ul style="list-style-type: none">• Water heater• 6 water outlets for wet belt sanders, flat laps, and lapidary machines• Floor drain
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 80 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Power for wet belt sander and lapidary machines: GFI
Process Ventilation	<ul style="list-style-type: none">• Sandblaster has a recirculating collection system.• Exhaust for dust collector and wet belt sander.

Materials Used and By-Products Generated

Chemicals	<ul style="list-style-type: none">• <i>Silicon carbide abrasive</i>
Air Contaminants Generated:	<ul style="list-style-type: none">• <i>Silicon carbide particulate</i>

Function	<ul style="list-style-type: none">• Room for use of small machinery.
Occupants	<ul style="list-style-type: none">• Four
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Rolling mill, small drillpress, flexible shaft station, 2 soldering stations with slot hoods
Location	<ul style="list-style-type: none">• Adjacent to Grad and Undergrad studios

Building Systems Required

Floors	<ul style="list-style-type: none">• Concrete with sealer, or metal.
Walls	<ul style="list-style-type: none">• Functional Separation, Acoustic Wall Assembly
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable.
Ceiling Ht.:	<ul style="list-style-type: none">• 9' Min.
Doors	<ul style="list-style-type: none">• Lockable; 6' x 7' opening.
Windows	<ul style="list-style-type: none">• Windows not required
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 100 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.
Process Ventilation	<ul style="list-style-type: none">• Exhaust for 2 slot hoods: 2000 CFM required• Process make-up air: 1800 CFM required

Materials Used and By-Products Generated

Chemicals	<ul style="list-style-type: none">• <i>Metals such as: brass, aluminum, bronze, silver, pewter, and gold; oxygen, natural gas, fluxes containing: potassium fluoroborate, potassium hydroxide, boric acid, potassium tetraborate; silver solder, and sparex pickle (sodium bisulfate)</i>
Air Contaminants Generated:	<ul style="list-style-type: none">• <i>Metal oxide and fume; combustion products from acetylene/oxygen torches; fluorides from flux; and zinc from silver solder.</i>

Function • Room used for assembly of large pieces

Occupants • Eight

Location • Flexible

Building Systems Required

Floors • Wood or Resilient Tile.
Walls • Functional Separation with Full Height Partitions
Ceiling • Exposed Structure Acceptable.
Ceiling Ht.: • 12'
Doors • 6' x 7' opening/pair of doors
Windows • Windows preferred

Mechanical • HVAC Outside Air: 20 CFM per Occupant; 180 CFM. No recirculation.

Electrical • See standard specifications.
• General and Directional Lighting.

Function	<ul style="list-style-type: none">• Room used for sanding and grinding metals, glass, and precious stones.
Occupants	<ul style="list-style-type: none">• Four
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Grinders, sanding machines, sandblasters
Location	<ul style="list-style-type: none">• Adjacent to Main Work Room or combine with Finishing Room.
Building Systems Required	
Floors	<ul style="list-style-type: none">• Wood or resilient tile
Walls	<ul style="list-style-type: none">• Functional Separation, Acoustic Wall Assembly
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable.
Ceiling Ht.:	<ul style="list-style-type: none">• 9' Min.
Doors	<ul style="list-style-type: none">• Lockable; 6' x 7' opening.
Windows	<ul style="list-style-type: none">• No windows
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 100 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.
Process Ventilation	<ul style="list-style-type: none">• Exhaust: 500 CFM/station• Process make up air: 450 CFM/station
Materials Used and By-Products Generated	
Air Contaminants Generated:	<ul style="list-style-type: none">• Dust

Function • Room used for presentations and/or lectures/classes

Occupants • Seating for 24

Key Tenant Equipment to be Accommodated • Slide projector, screen

Location • Central location
• Removed from shops with loud machinery.

Building Systems Required

Floors • Wood or Resilient tile.
Walls • Functional Separation, Acoustic Wall Assembly
75% tackable surfaces.
Ceiling • Exposed Structure Acceptable
Ceiling Ht. • 9' Min.
Doors • Solid core doors; 6' x 7' opening.
Windows • No windows.

Mechanical • HVAC Outside Air: 20 CFM per Occupant; 500 CFM.

Electrical • See standard specifications.
• General and Directional lighting.

Function • Room used for shooting photographs of work

Occupants • Two

**Key Tenant Equipment
to be Accommodated** • Tungsten lights

Location • Flexible

Building Systems Required

Floors • Wood or resilient tile
Walls • Functional Separation
Ceiling • Exposed Structure Acceptable.
Ceiling Ht.: • 9' Min.
Doors • Lockable; 6'x7' opening.
Windows • No windows

Mechanical • HVAC Outside Air: 20 CFM per Occupant; 60 CFM. No recirculation.

Electrical • See standard specifications.
• General and Directional Lighting.

**Materials Used and
By-Products Generated**

Chemicals • *Developer, fixer, stopbath*

**Air Contaminants
Generated:** • *Acid mists, toxic gases*

Function

- Room used for non studio work

Occupants

- Four

**Key Tenant Equipment
to be Accommodated**

- Computers, bookshelves, slidetable

Location

- Adjacent to Grad and Undergrad studios

Building Systems Required**Floors**

- Wood or Resilient tile.

Walls

- Functional Separation, Acoustic Wall Assembly

Ceiling

- Exposed Structure Acceptable.

Ceiling Ht.:

- 9' Min.

Doors

- Lockable, vision panel

Windows

- Windows preferred

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 100 CFM.

Electrical

- See standard specifications.

Function	<ul style="list-style-type: none">• Room used for storage and distribution of tools, metal, and supplies.
Occupants	<ul style="list-style-type: none">• One
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Storage shelf, counter, storage rack, shelving, large metal safe

Location	<ul style="list-style-type: none">• Central to Main Work Room and other work areas
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Building Systems Required

Floors	<ul style="list-style-type: none">• Wood or Resilient tile.
Walls	<ul style="list-style-type: none">• Functional Separation
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable
Ceiling Ht.:	<ul style="list-style-type: none">• 9' Min.
Doors	<ul style="list-style-type: none">• Lockable; 6' x 7' opening.
Windows	<ul style="list-style-type: none">• Windows not required.
Electrical	<ul style="list-style-type: none">• See standard specifications.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 100 CFM.

PRINTMAKING-01**Graduate Studio****One @ 600 SF****Divide into six Studio Spaces each @ c. 80 SF**

Function	<ul style="list-style-type: none">• Individual Studio Spaces for Graduate Students in Printmaking, clustered around central shared work area.
Occupants	<ul style="list-style-type: none">• 6 Separate Workstations/Studios
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 6 Worktables, Storage Cabinets
Location	<ul style="list-style-type: none">• Adjacent to: Etching, Lithography, Silkscreen and other work areas

Building Systems Required

Floors	<ul style="list-style-type: none">• Acid Resistant, Water Resistant.
Walls	<ul style="list-style-type: none">• Full Height Partitions at overall Studio perimeter; 50% tackable surfaces min. Lower Moveable Partitions between individual graduate studios;
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 10'
Doors	<ul style="list-style-type: none">• 6' x 7" opening/pair doors; lockable, at main entry to studio.
Windows	<ul style="list-style-type: none">• Windows required;• Northern exposure or window treatments for control of natural light required.
Built-In F&E	<ul style="list-style-type: none">• Worksink• 24 LF Workcounter; acid resistant surface• Moveable Space Dividers with Tackable Surfaces, to flexibly define individual Studio Areas.
Plumbing	<ul style="list-style-type: none">• Worksink; Acid resistant plumbing required.• Eyewash station
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 140 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.
Process Ventilation	<ul style="list-style-type: none">• Dilution exhaust: approximately 3000 CFM required.• Process make-up air: approximately 2700 CFM required.

Materials Used and By-Products Generated

Chemicals	<ul style="list-style-type: none">• <i>Printmaking inks and thinners.</i>
Air Contaminants Generated	<ul style="list-style-type: none">• <i>Organic vapors.</i>

NOTE: The Printmaking and Painting departments share certain resources, such as a Crit Room, so these two departments should be adjacent.

Function

- Studio for majors in Etching and Lithography
- Student Studio Space.
- Elective classes in Printmaking.
- Printing of lithography, etching, and woodblocks.

Occupants

- 16 Workstations, at work counters.

**Key Tenant Equipment
to be Accommodated**

- 26 LF of 2'd. countertops, 32 LF of 4'd countertops, two work benches, 6 print drawers, 38 lockers, 3 print drying racks, 1 litho press, 1 etching press, 1 hot plate with bench, 1 water tray on wheels.

Location

- Adjacent to: Faculty Offices

Building Systems Required

Floors

- Acid Resistant, Water Resistant.

Walls

- Functional Separation with full height partitions; 50% tackable surfaces min.

Ceiling

- Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.

Ceiling Ht.:

- 10'

Doors

- 6' x 7' opening/pair of doors; lockable.

Windows

- Windows required;
- Northern exposure or window treatments for control of natural light required.

Built-In F&E

- Worksink
- 90 LF acid resistant workcounter

Plumbing

- Worksink; Acid resistant plumbing required.
- Eyewash station

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 340 CFM. No recirculation.

Electrical

- See standard specifications.
- 32 110v duplex receptacles minimum.
-

Process Ventilation

- Exhaust slot hood for the hot plate area: approximately 2000 CFM of exhaust required.
- Dilution exhaust: approximately 3000 CFM required.
- Process make-up air, approximately 4500 CFM.

**Materials Used and
By-Products Generated**

Chemicals

- *Printmaking inks and thinners.*

**Air Contaminants
Generated**

- *Organic vapors.*

Function

- Instruction and Studio Work in Etching.
- Drawing of etching plates, processing and printing of plates.

Occupants

- 16 Workstations, at worktables and stools.

**Key Tenant Equipment
to be Accommodated**

- 4 Worktables, stools, tool press, Dickerson Press, Brand Press, Hot Plate with slot hood, Avatint box with hood, 2 plate shears.

Location

- Adjacent to Acid Room and other printmaking process areas

Building Systems Required**Floors
Walls**

- Acid Resistant, Water Resistant.
- Functional Separation with full height partitions; 50% tackable surfaces min. 24 SF Glass vision panel required to adjacent Acid Room.

Ceiling

- Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.

Ceiling Ht.:

- 10'

Doors

- 6' x 7' opening/pair of doors; lockable.

Windows

- Windows required;
Window treatment for control of natural light required.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 340 CFM. No recirculation.

Electrical

- See standard specifications.
- 32 110v duplex receptacles minimum

Process Ventilation

- Exhaust for slot hood at hot plate area: approximately 1000 CFM required.
- Dilution exhaust for entire work area: approximately 2000 CFM required.
- Exhaust for Avatint Box
- Process make-up air: approximately 2700 CFM required.

**Materials Used and
By-Products Generated****Chemicals**

- *Asphaltum, printing inks, kerosene, methanol rosin, hardground.*

**Air Contaminants
Generated**

- *Organic vapors and dusts from rosin and asphaltum.*

Function

- Instruction and Studio Work in Lithography.
- Drawing of lithographic images, processing and printing of images.

Occupants

- 16 Workstations, at worktables and stools.

Key Tenant Equipment to be Accommodated

- Two Worktables, slot hood, one square paper cutting table, Dickerson Press, Griffin Press

Location

- Adjacent to: Etching and Silkscreen areas

Building Systems Required**Floors**

- Acid Resistant, Water Resistant.

Walls

- Functional Separation with full height partitions; 50% tackable surfaces min.

Ceiling

- Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.

Ceiling Ht.:

- 10'

Doors

- 6' x 7' opening/pair of doors.

Windows

- Windows required;
Window treatment for control of natural light required.

Built-In F&E

- Graining Sink

Plumbing

- Graining Sink; Acid resistant plumbing required.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 340 CFM. No recirculation.

Electrical

- See standard specifications.
- 32 110v duplex receptacles.

Process Ventilation

- Exhaust slot hood at solvent cleaning area: approximately 2000 CFM required.
- Dilution exhaust for entire work area: approximately 3000 CFM required.
- Process make-up air: approximately 4500 CFM required.

Materials Used and By-Products Generated**Chemicals**

- Asphaltum, Gum Arabic, Lithotine solvent, nitric acid, carborundum grits.

Air Contaminants Generated

- Organic vapors and toxic gases, such as oxides of nitrogen when using nitric acid.

Function

- Instruction and Studio Work in Screen Printing.
- Screen Printing, preparation of screens, exposure of photo stencils, preparation, disposal, and storage of inks, and washout of inks and stencil materials.

Occupants

- 14 Workstations, at worktables and stools.

Key Tenant Equipment

- 14 Tables/workstations for printing, slot hoods, canopy hood over sink, two worktables

to be Accommodated

- for printing, two vacuum tables, light table, storage rack and drying rack

Location

- Adjacent to: Etching and other Silkscreen areas
Lithography Studio

Building Systems Required**Floors**

- Acid Resistant, Water Resistant.

Walls

- Functional Separation with full height partitions; 50% tackable surfaces min.

Ceiling

- Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.

Ceiling Ht.:

- 10'

Doors

- 6' x 7' opening/pair doors; lockable.

Windows

- Windows not required;

Built-In F&E

- Washout Sink, for Screen Washout, with room for pressure washing of screens.

Plumbing

- Washout Sink (3' x 8' x 6" deep min.) with three sets of faucets;
Acid resistant plumbing required.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 300 CFM. No recirculation.

Electrical

- See standard specifications.
- 28 110v duplex receptacles.

Process Ventilation

- Exhaust series of slot hoods and canopy hood at sink: approximately 4000 CFM required.
- Process make-up air: approximately 3600 CFM required.

**Materials Used and
By-Products Generated****Chemicals**

- Chlorine and other direct emulsion strippers, laquer thinner, methanol, acrylic inks, retarder, haze remover paste.

**Air Contaminants
Generated**

- Organic vapors and toxic gases, such as chlorine and alkalis.

-
- | | |
|-----------------|---|
| Function | <ul style="list-style-type: none">• Office Space for Printmaking faculty member.• Storage of personal work and equipment• Meeting space for small groups of students and faculty. |
|-----------------|---|

- | | |
|-----------|---|
| Occupants | <ul style="list-style-type: none">• One office workstation. |
|-----------|---|

- | | |
|--|---|
| Key Tenant Equipment
to be Accommodated | <ul style="list-style-type: none">• Desk, chairs, flat files. |
|--|---|

- | | |
|-----------------|---|
| Location | <ul style="list-style-type: none">• Adjacent to: Printmaking Work Areas |
|-----------------|---|

Building Systems Required

- | | |
|--------------|--|
| Floors | <ul style="list-style-type: none">• Resilient Sheet or Tile, or Wood, or match flooring at Printmaking Studios. |
| Walls | <ul style="list-style-type: none">• Visual and Acoustical Privacy with Acoustic Wall Assembly;
25% tackable surfaces min. |
| Ceiling | <ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other
activities/departments required. |
| Ceiling Ht.: | <ul style="list-style-type: none">• 8'-6" Min. |
| Doors | <ul style="list-style-type: none">• Lockable. |
| Windows | <ul style="list-style-type: none">• Windows required. |
| Mechanical | <ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 40 CFM. |
| Electrical | <ul style="list-style-type: none">• See standard specifications.• 4 110v duplex receptacles.• Phone jack, data wiring. |

Function

- Space for Etching of Zinc or Copper Plates in AcidBaths.
- Support Room for Etching Studio.

Occupants

- Two Workstations, used by all Printmaking Students.

**Key Tenant Equipment
to be Accommodated**

- Neutralizing Tank, Storage Cabinets, Table; slot hoods, lab hood

Location

- Adjacent to: Printmaking Studio Areas
- Close to: Instructional painting/drawing studios.

Building Systems Required**Floors
Walls**

- Acid Resistant, Water Resistant.
- Functional Separation, with full height partition;
- 24 SF Glass vision panel required to adjacent work area.

Ceiling

- Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.

Ceiling Ht.:

- 10'

Doors

- Lockable; vision panel.

Windows

- Windows required

Built-In F&E

- Worksink

Plumbing

- Worksink; Acid resistant plumbing required.
Waste from sink must be treated prior to disposal in sewer system.
- Eyewash Station
- Deluge Shower
- Acid Waste and Vent Piping

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 60 CFM. No recirculation.

Electrical

- See standard specifications.
- Explosion proof fixtures; GFI

Process Ventilation

- Exhaust from series of acid resistant slot hoods or one large laboratory type acid resistant hood: a minimum of 2400 CFM. Use acid resistant ducts and fans.
- Process make-up air: approximately 2160 CFM.

**Materials Used and
By-Products Generated****Chemicals**

- Nitric acid

**Air Contaminants
Generated**

- Acid mists and toxic gases such as oxides of nitrogen.

Function	<ul style="list-style-type: none"> • Auxiliary room used to serve photo-mechanical printmaking processes. • Making of positive and negative transparencies for use in photo-silkscreening, photo-lithography and photo-etching.
Occupants	<ul style="list-style-type: none"> • 14 Students, with equipment.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none"> • One large vacuum table, 2 arc exposure units, lab hood at sink
Location	<ul style="list-style-type: none"> • Adjacent to: Dark Room and Stat Room.
Building Systems Required	
Floors	<ul style="list-style-type: none"> • Concrete with sealer, Terrazzo, or Quarry Tile.
Walls	<ul style="list-style-type: none"> • Functional Separation with full height partitions; Securable; 25% tackable surfaces min.
Ceiling	<ul style="list-style-type: none"> • Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none"> • 10'
Doors	<ul style="list-style-type: none"> • Lockable.
Windows	<ul style="list-style-type: none"> • No Windows.
Built-In F&E	<ul style="list-style-type: none"> • Stainless steel sink
Plumbing	<ul style="list-style-type: none"> • Stainless steel sink (3' x 8' x 6" deep), with three sets of faucets. Acid resistant plumbing required. • Waste from sink must be treated prior to disposal to sewer system; include silver recovery system for developers containing silver.
Mechanical	<ul style="list-style-type: none"> • HVAC Outside Air: 20 CFM per Occupant; 280 CFM. No recirculation.
Electrical	<ul style="list-style-type: none"> • See standard specifications. • Power for vacuum table and two arc exposure units. • Safelights.
Process Ventilation	<ul style="list-style-type: none"> • Exhaust from hood for chemical mixing: 2400 CFM. • Process make-up air: 2160 CFM.
Materials Used and By-Products Generated	
<i>Chemicals</i>	<i>Developer, Fixer, Stop bath</i>
<i>Air Contaminants Generated</i>	<i>Acid mists and toxic gases</i>

Function	<ul style="list-style-type: none">• Auxiliary room used to serve photo-mechanical printmaking processes.• Making of positive and negative transparencies for use in photo-silkscreening, photo-lithography and photo-etching.• Photography darkroom for enlarging and printing of photographs.
Occupants	<ul style="list-style-type: none">• Eight Workstations with enlargers.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 8 Enlargers, 2 safelights, 3 workbenches
Location	<ul style="list-style-type: none">• Adjacent to: Exposure Room and Stat Room
Building Systems Required	
Floors	<ul style="list-style-type: none">• Concrete with sealer, Terrazzo, or Quarry Tile.
Walls	<ul style="list-style-type: none">• Functional Separation; 25% tackable surfaces min.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.
Ceiling Ht.:	<ul style="list-style-type: none">• 10'
Doors	<ul style="list-style-type: none">• Light Lock required; lockable.
Windows	<ul style="list-style-type: none">• No Windows.
Built-In F&E	<ul style="list-style-type: none">• Darkroom sink
Plumbing	<ul style="list-style-type: none">• Darkroom sink (3' x 8' x 6" deep) suitable for tray processing, with one temperature control faucet;• Acid resistant plumbing required.• Waste from sink must be treated prior to disposal to sewer system; include silver recovery system for developers containing silver.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 180 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Safelights.
Process Ventilation	<ul style="list-style-type: none">• Exhaust from "Lip Hood Design" hood over gang sink: 2400 CFM required.• Exhaust from mixing area hood: 1800 CFM required.• Process make-up air: 3780 CFM required.
Materials Used and By-Products Generated	
Chemicals	<ul style="list-style-type: none">• Kodak developer, fixer, and stop bath.
Air Contaminants Generated	<ul style="list-style-type: none">• Acid mists, toxic gases, and dusts.

Function • Computer instruction and independent work.

Occupants • Four Computer Workstations.

Key Tenant Equipment to be Accommodated • Four workstations, scanner, printer

Location • Adjacent to: Printmaking Faculty Offices

Building Systems Required

Floors • Wood or Resilient Tile/Sheet.

Walls • Visual and Acoustical Privacy with Acoustic Wall Assembly; 25% tackable surfaces min.

Ceiling • Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.

Ceiling Ht. • 8'-6" Min.

Doors • Lockable, vision panel.

Windows • No windows. Fixed viewing window into corridor.

Mechanical • HVAC Outside Air: 20 CFM per Occupant; 100 CFM.

• Split system ductless air conditioning unit.

Electrical • Special electrical load, surge protection, system of wire chases for workstations (or underfloor system) for power and data wiring.

Function

- Auxiliary room used to serve photo-mechanical printmaking processes.
- Making of positive and negative stats for use in photo-silkscreening, photo-lithography and photo-etching.

Occupants

- Four Workstations with equipment.

**Key Tenant Equipment
to be Accommodated**

- Stat Camera.

Location

- Adjacent to: Dark Room and Exposure Room.

Building Systems Required**Floors**

- Concrete with sealer, Terrazzo, or Quarry Tile.

Walls

- Functional Separation with full height partitions
25% tackable surfaces min.

Ceiling

- Exposed Structure Acceptable; protection from dust intrusion from other activities/departments required.

Ceiling Ht.:

- 10'

Doors

- Light Lock required; lockable.

Windows

- No windows.

Built-In F&E

- Stainless steel sink

Plumbing

- Stainless steel sink (3' x 8' x 6" deep) suitable for tray processing, with three faucets; Acid resistant plumbing required.
- Waste from sink must be treated prior to disposal to sewer system; include silver recovery system for developers containing silver.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 100 CFM. No recirculation.

Electrical

- See standard specifications.
- Power for Stat Camera.
- Safelights.

Process Ventilation

- Exhaust from hood for chemical mixing at sink: 2400 CFM.
- Process make-up air: 2160 CFM.

**Materials Used and
By-Products Generated****Chemicals**

- *Fixer, developer, stop bath.*

**Air Contaminants
Generated**

- *Acid mists and gases.*

Function	<ul style="list-style-type: none">• Room used for instruction, studio work, and bench work by major and graduates in the woodworking program.
Occupants	<ul style="list-style-type: none">• 30
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Cabinetmakers benches, tool cabinets, storage cabinets and wall racks, two drawing boards.
Location	<ul style="list-style-type: none">• Central location within department. Forklift accessible.
Building Systems Required	
Floors	<ul style="list-style-type: none">• Wood preferred; concrete acceptable.
Walls	<ul style="list-style-type: none">• Visual and Acoustical Privacy; 25% tackable surfaces, 25% nailable surfaces
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable
Ceiling Ht.:	<ul style="list-style-type: none">• 12'
Doors	<ul style="list-style-type: none">• Lockable; 6'w. x 10'h. opening for forklift access.
Windows	<ul style="list-style-type: none">• Skylights or windows preferred. If there are windows, then northern exposure or window treatment for the control of natural light required.
Plumbing	<ul style="list-style-type: none">• Compressed Air outlets.• Worksink
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 620 CFM . No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications. Task lighting at benches.
Process Ventilation	<ul style="list-style-type: none">• 3000 CFM via flexible arms• 2700 CFM make up air.
Materials Used and By-Products Generated	
<i>Chemicals</i>	<ul style="list-style-type: none">• <i>Solvent-based lacquers, enamels, and varnishes, solvents, lacquer thinner, mineral spirits, naphtha, toluene, acetone, and aniline dyes.</i>
<i>Air Contaminants Generated:</i>	<ul style="list-style-type: none">• <i>Minimal organic vapors and wood dust</i>

Function	<ul style="list-style-type: none">• Room used for instruction and studio work by elective students in the Woodworking program.
Occupants	<ul style="list-style-type: none">• 10
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Powermatic 10" table saw, Powermatic 6" joiner, 12" planer, 14" bandsaw, drill press, wood lathe, 10" disk sander, assorted hand tools, wall mounted cabinet, storage for student projects, ventilated storage for combustibles.
Location	<ul style="list-style-type: none">• Adjacent to Tool, Machinery, and Finishing Rooms.• Forklift accessible.
Building Systems Required	
Floors	<ul style="list-style-type: none">• Wood preferred; concrete with sealer acceptable.• Special structural requirements for support of fork lift.• Minimize transmission of vibration, noise, and dust.
Walls	<ul style="list-style-type: none">• Functional Separation with Full Height Partitions; Acoustic wall assembly; Minimize transmission of vibration, noise, and dust; 25% tackable surfaces, 25% nailable surfaces.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable. Minimize transmission of vibration, noise, and dust.
Ceiling Ht.:	<ul style="list-style-type: none">• 12'
Doors	<ul style="list-style-type: none">• Lockable; 6'w. x 10'h. opening for forklift access.
Windows	<ul style="list-style-type: none">• Skylight or windows preferred. If there are windows, northern exposure or window treatment for control of natural light required.
Built-In F&E	<ul style="list-style-type: none">• Worksink
Plumbing	<ul style="list-style-type: none">• Worksink with trap• Compressed Air
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 220 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.• 220v required for some equipment.
Process Ventilation	<ul style="list-style-type: none">• Most power equipment is equipped with local exhaust take-offs which exhaust to a common cyclone dust collector. Approximately 6000 CFM exhaust required.• Ductwork requires clean-outs and must be leak-tight.• Process make-up air: 5400 CFM.
Materials Used and By-Products Generated	
Chemicals	<ul style="list-style-type: none">• None
Air Contaminants Generated:	<ul style="list-style-type: none">• Wood dust

Function

- Room used for professional work and research by faculty in the woodworking program.

Occupants

- 2

**Key Tenant Equipment
to be Accommodated**

- Personal items only, including equipment, tools, materials, and work; ventilated storage cabinet.

Location

- Adjacent to Woodworking studios.

Building Systems Required**Floors**

- Wood preferred; concrete with sealer acceptable.

Walls

- Functional Separation with Full Height Partitions; 25% tackable surfaces, 25% nailable surfaces.

Ceiling

- Exposed Structure Acceptable, Fire-rated as required.

Ceiling Ht.:

- 9' Min.

Doors

- Lockable; 6' x 7' opening/pair of doors

Windows

- Windows preferable.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 60 CFM. No recirculation.

Built-In F&E

- Worksink

Plumbing

- Worksink
- Compressed Air

Electrical

- See standard specifications.
- Directional Lighting

Process Ventilation

- Ventilation for storage cabinet.

WOOD-04

Faculty Office

One @ 250 SF

Function

- Room used for faculty office.
- Small meetings with faculty and students.

Occupants

- 2

**Key Tenant Equipment
to be Accommodated**

- Personal items only, including desks/tables, storage cabinets and chairs.

Location

- Adjacent to woodworking studios.

Building Systems Required

Floors

- Wood, or Resilient Sheet/Tile.

Walls

- Functional Separation, Acoustic wall assembly, 25% tackable surfaces.

Ceiling

- Exposed Structure Acceptable

Ceiling Ht.:

- 9'

Doors

- Lockable

Windows

- Windows preferable.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 60 CFM. No recirculation.

Electrical

- See standard specifications.
- Phone jack, data wiring.

Function

- Room used for power tool operations.
- Includes compressor room and dust collection equipment.

Occupants

- 10

Key Tenant Equipment to be Accommodated

- Power drill press, mortise machine, Northfield shaper, Hot Shot steam generator, 10 hp compressor, 30" bandsaw, dust collector, disk and belt sander, drum sander, spindle sander, Ulma 10" table saw, drum sander, 2 12" joiners, 24" planer, 10" table saw, 15" bandsaw, router table, radial arm saw; milling machine, mortising machine, drill press, vacuum veneer press.

Location

- Central location. Forklift accessible.
- Adjacent to elevator or loading area.
- Locate compressor and dust collector centrally.

Building Systems Required**Floors**

- Wood preferred; concrete with sealer acceptable.
- Special structural requirements for support of forklift.

Walls

- Functional Separation, Acoustic wall assembly; Minimize transmission of noise, vibration, and dust; 25% nailable surfaces.

Ceiling

- Exposed Structure Acceptable; Minimize transmission of noise, vibration, and dust.

Ceiling Ht.:

- 12'

Doors

- Lockable; 6'w. x 10'h. opening for forklift access.

Windows

- Windows preferred.

Plumbing

- Compressed Air

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 220 CFM. No recirculation.

Electrical

- See standard specifications.
- Power for all machines
- Explosion proof wiring.
- Main shut-off switch at machinery.

Process Ventilation

- Most power equipment is equipped with local exhaust take-offs which must exhaust to a common cyclone dust collector. Approximately 8,000 CFM exhaust required.
- Ductwork requires clean-outs and must be leak-tight
- Process make-up air 7200 CFM.

Materials Used and By-Products Generated**Air Contaminants Generated:**

- Wood dust

WOOD-06**Lathe Room****One @ 140 SF****Function**

- Room used to house wood turning, grinding, and veneer pressing operations.

Occupants

- 2

**Key Tenant Equipment
to be Accommodated**

- Delta grinder, Doerr grinder (belt type), 40" general lathe, 52" navy lathe, 4x4 mechanical veneer press, tool rack, 36" exhaust fan, vacuum press, lathe tools.

Location

- Adjacent to Machine Room (an extension of that space.)

Building Systems Required**Floors**

- Wood preferred; concrete with sealer acceptable.

Walls

- Functional Separation with Full Height Partitions; Acoustic Wall Assembly; Minimize transmission of noise, vibration, and dust; 25% nailable surfaces.

Ceiling

- Exposed Structure Acceptable.

Ceiling Ht.:

- Minimize transmission of noise, vibration, and dust.

Doors

- 12'

Windows

- 6' x 7' opening to Machine Room; door not required.
- Windows not required.

Built-In F&E

- Worksink

Plumbing

- Compressed Air
- Stainless Steel Worksink 8' L.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 60 CFM. No recirculation.

Electrical

- See standard specifications.
- 220v power for equipment.

Process Ventilation

- Most power equipment is equipped with local exhaust take-offs which must exhaust to a common cyclone dust collector. Approximately 1500 CFM exhaust required.
- Ductwork requires clean-outs and must be leak-tight
- Process make-up air: 1350 CFM.

**Materials Used and
By-Products Generated****Chemicals**

- Epoxy, contact cement

**Air Contaminants
Generated:**

- Wood Dust

WOOD-07

Sanding and Grinding Room One @ 150 SF

Function

- Room used to house sanding and grinding operations.

Occupants

- 2

**Key Tenant Equipment
to be Accommodated**

- Miscellaneous sanding and grinding equipment

Location

- Adjacent to Machine Room

Building Systems Required

Floors

- Wood preferred; concrete with sealer acceptable.

Walls

- Functional Separation with Full Height Partitions; Acoustic wall assembly; Minimize transmission of noise, vibration, and dust; 25% nailable surfaces

Ceiling

- Exposed Structure Acceptable; Fire-rated as required; Minimize transmission of noise, vibration, and dust.

Ceiling Ht.:

- 12'

Doors

- Lockable; 6' x 7' opening/pair of doors.

Windows

- Windows not required

Built-In F&E

- Worksink

Plumbing

- Compressed Air
- Stainless Steel Worksink 5' L.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 60 CFM. No recirculation.

Electrical

- See standard specifications
- Explosion proof wiring

Process Ventilation

- Most power equipment is equipped with local exhaust take-offs which must exhaust to a common cyclone dust collector. Approximately 500 CFM exhaust per sander/grinder required.
- Ductwork requires clean-outs and must be leak-tight
- Process make-up air approximately 450 CFM/ sander/grinder required.

**Materials Used and
By-Products Generated**

**Air Contaminants
Generated:**

- Wood dust

Function	<ul style="list-style-type: none">• Room used for application of spray or hand-applied finishes.• Storage of finishing materials and finished products while drying.• Cleaning of painting equipment with solvents
Occupants	<ul style="list-style-type: none">• 1
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 11 quart spray gun, prefabricated spray booth, touch -up gun w/1 pint canister, turbine spray system, ventilated cabinet for combustibles
Location	<ul style="list-style-type: none">• Adjacent to woodwork areas (majors' bench rooms and machine room)
Building Systems Required	
Floors	<ul style="list-style-type: none">• Wood preferred; concrete with sealer acceptable.
Walls	<ul style="list-style-type: none">• Functional Separation with Full Height Partitions; Minimize intrusion of dust.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable.• Minimize intrusion of dust.
Ceiling Ht.:	<ul style="list-style-type: none">• 12'
Doors	<ul style="list-style-type: none">• 6' x 7' opening/pair of doors; lockable
Windows	<ul style="list-style-type: none">• Windows required. Windows must be dust-tight.
Built-In F&E	<ul style="list-style-type: none">• Worksink
Plumbing	<ul style="list-style-type: none">• Stainless Steel Worksink, 5' L.• Compressed Air with moisture trap.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 40 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• Explosion-proof fixtures/receptacles.• Directional Lighting.
Process Ventilation	<ul style="list-style-type: none">• Exhaust for spray booth: 4800 CFM required.• Exhaust from drying area: 600 CFM required.• Process make-up air: 4860 CFM required.
Materials Used and By-Products Generated	
<i>Chemicals</i>	<ul style="list-style-type: none">• <i>Solvent-based lacquers, enamels, and varnishes, solvents, lacquer thinner, mineral spirits, naptha, toluene, acetone, and aniline dyes.</i>
<i>Air Contaminants Generated:</i>	<ul style="list-style-type: none">• <i>Organic vapors and paint solids</i>

WOOD-09

Wood Critique Room

One @ 410 SF

Function

- Multi-purpose room used for drawing and planning of student projects, slide lectures, presentations, and project critiques for students in the woodworking program

Occupants

- 15

**Key Tenant Equipment
to be Accommodated**

- Slide projector and screen, wall mounted drawing boards, drafting tables, folding tables, storage cabinets.

Location

- Remote from Tool, Machinery, and Finishing Rooms

Building Systems Required

Floors

- Wood, or Resilient Sheet/Tile.

Walls

- Functional Separation with Full Height Partitions; Acoustic wall assembly; 25% tackable surfaces.

Ceiling

- Exposed Structure Acceptable.

Ceiling Ht.:

- 12'

Doors

- 6' x 7' opening/pair of doors.

Windows

- Windows preferred; control of natural light and blackout capability required.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 320 CFM.

Electrical

- See standard specifications.
- Directional Lighting

WOOD-10

Tool Room

One @ 200 SF

Function

- Room for portable power tools and related tool storage.

**Key Tenant Equipment
to be Accommodated**

- Tool cabinets, shelving, storage units.

Location

- Adjacent to woodwork areas (majors' bench rooms and machine room)

Building Systems Required

Floors

- Wood preferred; concrete with sealer acceptable.

Walls

- Functional Separation with Full Height Partitions

Ceiling

- Exposed Structure Acceptable.

Ceiling Ht.:

- 8'-6" Min.

Doors

- Lockable

Windows

- Windows not required.

Built-In F&E

- 25 LF plastic laminate counter, with custom grade wood base cabinets under full length.

Mechanical

- 100 CFM exhaust

Electrical

- See standard specifications.

Function

- Room for individual student studios
- Used for storage of tools, materials, and works in progress.

Occupants

- 4 individual studios

**Key Tenant Equipment
to be Accommodated**

- Work benches and storage cabinets
- Two exhaust stations with extractor arms

Location

- Adjacent to Junior/Senior Studio Spaces

Building Systems Required**Floors**

- Concrete with sealer

Walls

- Functional Separation with Full Height Partitions at overall perimeter;
Allow 75% Low Partitions at individual studio perimeters;
25% Tackable Surfaces Min.; 25% Nailable Surfaces Min.

Ceiling

- Exposed Structure Acceptable.

Ceiling Ht.:

- 14'

Doors

- 6'w. x 7'h. opening.

Windows

- Windows preferred
- Northern exposure or window treatment for the control of natural light required.

Plumbing

- Compressed Air
- Worksink

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 100 CFM. No recirculation.

Electrical

- See standard specifications.
- Directional Lighting.

Process Ventilation

- Exhaust from extractor arms: 1500 CFM required.
- Process make up air: 1350 CFM required.

**Materials Used and
By-Products Generated****Chemicals**

- *Smaller quantities of chemicals listed for other sculpture areas*

**Air Contaminants
Generated:**

- *Wood dust, metal fume, solvents from painting*

Function

- Room for individual student studios
- Used for storage of tools, materials, and works in progress.

Occupants

- 11 individual studios/rooms, approximately 100 sf/studio.

**Key Tenant Equipment
to be Accommodated**

- Work benches and storage cabinets
- 2 exhaust stations with extractor arms

Location

- Central location; forklift accessible
- Adjacent to work area

Building Systems Required**Floors**

- Concrete with sealer
- Special structural requirements for support of forklift.

Walls

- Functional Separation with Full Height Partitions at overall perimeter;
Allow 75% Low Partitions at individual studio perimeters;
25% Tackable Surfaces Min.; 25% Nailable Surfaces Min.

Ceiling

- Exposed Structure Acceptable.

Ceiling Ht.:

- 14'

Doors

- 6'w. x 10'h. opening for forklift access.

Windows

- Windows preferred
Northern exposure or window treatment for the control of natural light required.

Plumbing

- Compressed Air
- Worksink

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 240 CFM. No recirculation.

Electrical

- See standard specifications.
- Directional Lighting.

Process Ventilation

- Exhaust from extractor arms: 1500 CFM required.
- Process make up air: 1350 CFM required.

**Materials Used and
By-Products Generated****Chemicals**

- *Smaller quantities of chemicals listed for other sculpture areas*

**Air Contaminants
Generated:**

- *Wood dust, metal fume, solvents from painting*

Function

- Room for tool and small equipment storage.

Occupants

- One

**Key Tenant Equipment
to be Accommodated**

- Filing cabinets, storage cabinets and shelving.

Location

- Adjacent to woodwork area

Building Systems Required**Floors**

- Concrete with sealer

Walls

- Functional Separation, with Full Height Partitions; Securable.

Ceiling

- Exposed Structure Acceptable.

Ceiling Ht.:

- 8'-6" Min.

Doors

- Lockable

Windows

- No windows

Mechanical

- 100 CFM Exhaust

Electrical

- See standard specifications.

Function

- Displaying, Viewing and Discussions of Student Work.
- Slide presentations and lectures.
- Overflow instruction and studio space as needed.

Occupants

- 20

Location

- Adjacent to Studio areas, Installation Rooms
- Isolated from operations with dust and noise

Building Systems Required**Floors**

- Concrete with sealer

Walls

- Functional Separation, with Full Height Partitions; Acoustic Wall Assembly; 25% tackable surfaces min.

Ceiling

- Exposed Structure Acceptable.

Ceiling Ht.:

- 12'

Doors

- 6' x 7' opening/pair of doors.

Windows

- Windows not required.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 420 CFM.

Electrical

- See standard specifications.
- Directional Lighting.

Function

- Room used for faculty office and studio

Occupants

- 2

**Key Tenant Equipment
to be Accommodated**

- Personal items only

Location

- Convenient to studio areas
- Adjacent to installation/exhibit area

Building Systems Required**Floors**

- Wood, Resilient Sheet or Tile, or Concrete

Walls

- Functional Separation with Full Height Partitions;
25% tackable surfaces min.

Ceiling

- Exposed Structure Acceptable.

Ceiling Ht.:

- 9' Min.

Doors

- Lockable

Windows

- Windows preferable

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 80 CFM. No recirculation.

Electrical

- See standard specifications.
- Directional Lighting.
- Phone jack and data wiring.

Function	<ul style="list-style-type: none">• Facility for making plaster and clay molds for metal work• Mixing and processing of clay and plaster.
Occupants	<ul style="list-style-type: none">• Seven
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Plaster mixers, clay mixing and milling equipment; Exhaust hoods
Location	<ul style="list-style-type: none">• Central location within Sculpture Department;• Forklift accessible
Building Systems Required	
Floors	<ul style="list-style-type: none">• Concrete with sealer• Special structural requirements for support of forklift.
Walls	<ul style="list-style-type: none">• Functional Separation with Full Height Partitions.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable.
Ceiling Ht.:	<ul style="list-style-type: none">• 14'
Doors	<ul style="list-style-type: none">• Lockable; 6'w. x 10'h. opening for forklift access.
Windows	<ul style="list-style-type: none">• Windows not required
Built-In F&E	<ul style="list-style-type: none">• Worksink
Plumbing	<ul style="list-style-type: none">• Compressed Air• Worksink
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 160 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.
Process Ventilation	<ul style="list-style-type: none">• Exhaust from hoods: 1500 CFM required.• Process make up air: 1350 CFM required.• Filtration system
Materials Used and By-Products Generated	
Chemicals	<ul style="list-style-type: none">• Alkaline salts, clays, soaps, and silica
Air Contaminants Generated:	<ul style="list-style-type: none">• Silica, talc and nuisance dusts

Function	<ul style="list-style-type: none">• Work space for assembly of projects of various sizes.
Occupants	<ul style="list-style-type: none">• 24
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Work tables, two extractor stations
Location	<ul style="list-style-type: none">• Adjacent to work areas and Studios• Forklift accessible
Building Systems Required	
Floors	<ul style="list-style-type: none">• Concrete with sealer• Special structural requirements for support of forklift.
Walls	<ul style="list-style-type: none">• Functional Separation with Full Height Partitions; 25% Tackable Surfaces Min.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable.
Ceiling Ht.:	<ul style="list-style-type: none">• 14'
Doors	<ul style="list-style-type: none">• 6'w. x 10'h. opening for forklift access.
Windows	<ul style="list-style-type: none">• Windows not required
Plumbing	<ul style="list-style-type: none">• Compressed Air• Worksink
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Directional Lighting
Process Ventilation	<ul style="list-style-type: none">• Exhaust from extractor arms: 1500 CFM required.• Process make up air 1350 CFM required.
Materials Used and By-Products Generated	
Chemicals	<ul style="list-style-type: none">• <i>Smaller quantities of chemicals listed for other sculpture areas</i>
Air Contaminants Generated	<ul style="list-style-type: none">• <i>Wood dust, metal fume, solvents from painting</i>

Function	<ul style="list-style-type: none">• Room for metal finishing, grinding, polishing, and painting
Occupants	<ul style="list-style-type: none">• 3 workstations
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Rockwell bench grinders and finishing tools, drill press, metal tables and vises, Tig welder, Spray Room which has air-tight separation from Finishing Room and its own process ventilation; six extractor arms; properly ventilated storage cabinet.
Location	<ul style="list-style-type: none">• Adjacent to work area• Separate from welding areas
Building Systems Required	
Floors	<ul style="list-style-type: none">• Concrete with sealer with floor drain.
Walls	<ul style="list-style-type: none">• Functional Separation, with Full Height Partitions; Acoustic Wall Assembly.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable, Fire-rated as required for welding.
Ceiling Ht.:	<ul style="list-style-type: none">• 12'.
Doors	<ul style="list-style-type: none">• Lockable; 6' x 7' opening.
Windows	<ul style="list-style-type: none">• Windows not required.
Plumbing	<ul style="list-style-type: none">• Compressed Air
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 100 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Explosion-proof fixtures in spray booth
Process Ventilation	<ul style="list-style-type: none">• Exhaust from extractor arms and hood attachments for specific machinery and surface finishing operation: approximately 4500 CFM required.• Process make up air: 4050 CFM required.
Materials Used and By-Products Generated	
Chemicals	<ul style="list-style-type: none">• <i>Potassium sulfide, copper carbonate, sodium carbonate, silver nitrate, copper acetate, iron perchloride, hydrochloric acid, ammonium sulfide ammonium carbonate, copper nitrate, ammonium chloride, copper sulfate, zinc chloride, borax</i>
Air Contaminants Generated:	<ul style="list-style-type: none">• <i>Metal oxides, acids, and caustics</i>
For Spray Room:	
Process Ventilation	<ul style="list-style-type: none">• Exhaust for spray room: 6500 CFM required.• Process make-up air: 5850 CFM required.
Materials Used and By-Products Generated	
Chemicals	<ul style="list-style-type: none">• <i>Solvent-based paint, turpentine, lacquer thinner, mineral spirit, varnishes</i>
Air Contaminants Generated:	<ul style="list-style-type: none">• <i>Organic vapors and paint/lacquer particulates.</i>

Function	<ul style="list-style-type: none">• Room for arc welding, oxygen/acetylene welding• Metal grinding and cutting• Storage of scrap metal.
Occupants	<ul style="list-style-type: none">• 5
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• LNC arc welder, Rockwell bench grinder, fabrication table, cutoff saw, overhead hoist, welding tables, 5 flexible arm hoods for welding stations
Location	<ul style="list-style-type: none">• Adjacent to work area• Separate from Metals Finish Area
Building Systems Required	
Floors	<ul style="list-style-type: none">• Concrete with sealer
Walls	<ul style="list-style-type: none">• Functional Separation, with Full Height Partitions; Acoustic Wall Assembly.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable.
Ceiling Ht.:	<ul style="list-style-type: none">• 12'
Doors	<ul style="list-style-type: none">• Lockable; 6'w. x 10'h. opening for forklift access.
Windows	<ul style="list-style-type: none">• Windows not required.
Plumbing	<ul style="list-style-type: none">• Compressed air stations
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 120 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications• 220v for arc welding
Process Ventilation	<ul style="list-style-type: none">• Exhaust for 5 flexible arm hoods: approximately 3800 CFM required.• Welding area should be isolated to prevent migration of flammable airborne contaminants from other general work areas.• Process make up air: 3420 CFM required.
Materials Used and By-Products Generated	
Chemicals	<ul style="list-style-type: none">• Filler metal, fluxes
Air Contaminants Generated:	<ul style="list-style-type: none">• Metallic fume, metallic dust, smoke, hazardous materials from fluxes, coatings and filler materials such as: fluorine, zinc, lead, beryllium, cadmium, mercury, etc.

Function	<ul style="list-style-type: none">• Work space for assembly and construction of wood projects of various sizes.• Used for demonstrations and lectures
Occupants	<ul style="list-style-type: none">• 22
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• One 30" bandsaw, 14" bandsaw, 10" radial arm saw, 10" table saw, drill press, belt and disk sander, 48" wood lathe, work tables with vises, slotted exhaust hoods.
Location	<ul style="list-style-type: none">• Central location, forklift accessible• Adjacent but separate from Metals/Welding Studio

Building Systems Required

Floors	<ul style="list-style-type: none">• Concrete with sealer.• Special structural requirements for support of forklift.
Walls	<ul style="list-style-type: none">• Functional Separation, with Full Height Partitions; Securable.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable.
Ceiling Ht.:	<ul style="list-style-type: none">• 14'
Doors	<ul style="list-style-type: none">• Lockable; 6'w. x 10'h. opening for forklift access.
Windows	<ul style="list-style-type: none">• Windows preferable
Plumbing	<ul style="list-style-type: none">• Compressed Air
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 460 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Directional Lighting.
Process Ventilation	<ul style="list-style-type: none">• Exhaust system of approximately 6500 CFM• Exhaust individual hoods and individual machines• Air pollution system to collect dust as per Mass DEP. This system should be a cyclone followed by a filter bank.• May need Mass DEP permit• Process makeup air 5850 CFM

Materials Used and By-Products Generated

Chemicals	<ul style="list-style-type: none">• None
Air Contaminants Generated:	<ul style="list-style-type: none">• Wood dust

Function

- Room used for installation art pieces.

Occupants

- 13

Location

- Adjacent to Studio Areas, Critique Studio
- Isolated from operations with dust and noise

Building Systems Required**Floors**

- Concrete with sealer

Walls

- Allow for 30% opening to adjacent circulation areas as fire ratings permit.

Ceiling

- Exposed Structure Acceptable.

Ceiling Ht.:

- 12'

Doors

- Doors not required

Windows

- Windows not required.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 280 CFM. No recirculation.

Electrical

- See standard specifications.
- Directional Lighting.

Function

- Room for tool and small equipment storage.

Occupants

- One

**Key Tenant Equipment
to be Accommodated**

- Filing cabinets, storage cabinets and shelving.

Location

- Adjacent to woodwork area
-

Building Systems Required**Floors**

- Concrete with sealer

Walls

- Functional Separation, with Full Height Partitions; Securable.

Ceiling

- Exposed Structure Acceptable.

Ceiling Ht.:

- 8'-6" Min.

Doors

- Lockable

Windows

- No windows

Mechanical

- 100 CFM Exhaust

Electrical

- See standard specifications.

Function • Area for storing student and faculty projects, equipment, and materials.

**Key Tenant Equipment
to be Accommodated** • Storage cabinets and shelving
•

Location • Central location, near faculty offices
• Forklift Accessible

Building Systems Required

Floors • Concrete with sealer
• Special structural requirements for support of forklift.
Walls • Functional Separation
Ceiling • Exposed Structure Acceptable.
Ceiling Ht.: • 14'
Doors • Lockable; 6'w. x 10'h. opening for forklift access.
Windows • Windows not required

Mechanical • None required

Electrical • See standard specifications

Process Ventilation • Dilution exhaust: 600 CFM (continuous) required.
• Process make up air: 540 CFM required.

PAINTING-01**Graduate Painting & Drawing Studio****One @ 3,000 SF****Divide into 15 Studio Spaces each @ c. 140 SF**

Function	<ul style="list-style-type: none">• Individual Studio Space for Senior Painting Majors and Graduate Students.• Common area.
Occupants	<ul style="list-style-type: none">• 15 Students in flexibly-defined studio areas.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• Storage cabinets for combustibles and solvents, 30 easels, benches, storage for student equipment and supplies
Location	<ul style="list-style-type: none">• Adjacent to other painting/drawing studios, in cluster.
Building Systems Required	
Floors	<ul style="list-style-type: none">• Concrete with sealer, Wood, or Resilient Sheet/Tile.
Walls	<ul style="list-style-type: none">• Visual and Acoustical Privacy from main circulation with Acoustic Wall Assembly; May be open to instructional studio spaces• 50% tackable surfaces• Moveable partitions between individual studio areas.
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable
Ceiling Ht.:	<ul style="list-style-type: none">• 12' Min.in Common Area, 10' Min. at Individual Studios.
Doors	<ul style="list-style-type: none">• 6' x 7' opening/pair of doors; lockable.
Windows	<ul style="list-style-type: none">• Skylights and windows preferred; Northern exposure and window treatments for control of natural light required.
Built-In F&E	<ul style="list-style-type: none">• Worksink
Plumbing	<ul style="list-style-type: none">• Worksink
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 360 CFM. No recirculation
Electrical	<ul style="list-style-type: none">• See standard specifications.• Directional lighting
Process Ventilation	<ul style="list-style-type: none">• Process dilution exhaust: 5000 CFM required• Process Makeup Air = 4500 CFM required
Materials Used and By-Products Generated	
Chemicals	<ul style="list-style-type: none">• <i>Paints, mineral spirits, and turpentine</i>
Air Contaminants Generated	<ul style="list-style-type: none">• <i>Organic vapors</i>

NOTE : The Printmaking and Painting departments share certain resources, such as a Crit Room, so these departments should be adjacent.

PAINTING-02A/02B**Senior Painting & Drawing Studio****Two @ 1,500 SF**
Total: 3,000 SF

Function	<ul style="list-style-type: none">• Studio and Instructional Space for Senior Painting and Foundation Drawing.• Common area for modeling set-ups, group instruction, and crits.
Occupants	<ul style="list-style-type: none">• 15 Workstations, with Easels.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 15 Easels, model stand, tables, storage cabinets for combustibles and solvents, drawing benches, chairs.
Location	<ul style="list-style-type: none">• Other painting/drawing studios, in cluster.

Building Systems Required

Floors	<ul style="list-style-type: none">• Concrete with sealer, Wood, or Resilient Sheet/Tile.
Walls	<ul style="list-style-type: none">• Functional and Visual Separation with Full Height Partitions; 50% tackable surfaces
Ceiling	<ul style="list-style-type: none">• Exposed Structure Acceptable
Ceiling Ht.:	<ul style="list-style-type: none">• 12' Min.
Doors	<ul style="list-style-type: none">• 6' x 7' opening/pair of doors.
Windows	<ul style="list-style-type: none">• Skylights and windows preferred; Northern exposure and window treatments for control of natural light required.
Built-In F&E	<ul style="list-style-type: none">• Worksink
Plumbing	<ul style="list-style-type: none">• Worksink
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 360 CFM. No recirculation.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Directional lighting• Electric heater above model stand.
Process Ventilation	<ul style="list-style-type: none">• Process dilution exhaust with roof exhausters: approximately 2500 CFM required• Process Makeup Air: approximately 2250 CFM required• Ventilation for chemical storage cabinets.

Materials Used and By-Products Generated

Chemicals	<ul style="list-style-type: none">• <i>Paints, mineral spirits, and turpentine</i>
Air Contaminants Generated	<ul style="list-style-type: none">• <i>Organic vapors</i>

PAINTING-02A/02B**Senior Painting & Drawing Studio**

Two @ 1,500 SF
Total: 3,000 SF

Function

- Studio and Instructional Space for Senior Painting and Foundation Drawing.
- Common area for modeling set-ups, group instruction, and crits.

Occupants

- 15 Workstations, with Easels.

**Key Tenant Equipment
to be Accommodated**

- 15 Easels, model stand, tables, storage cabinets for combustibles and solvents, drawing benches, chairs.

Location

- Other painting/drawing studios, in cluster.

Building Systems Required**Floors
Walls**

- Concrete with sealer, Wood, or Resilient Sheet/Tile.
- Functional and Visual Separation with Full Height Partitions;
50% tackable surfaces

**Ceiling
Ceiling Ht.:
Doors
Windows**

- Exposed Structure Acceptable
- 12' Min.
- 6' x 7' opening/pair of doors.
- Skylights and windows preferred;
Northern exposure and window treatments for control of natural light required.

Built-In F&E

- Worksink

Plumbing

- Worksink

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 360 CFM. No recirculation.

Electrical

- See standard specifications.
- Directional lighting
- Electric heater above model stand.

Process Ventilation

- Process dilution exhaust with roof exhausters: approximately 2500 CFM required
- Process Makeup Air: approximately 2250 CFM required
- Ventilation for chemical storage cabinets.

**Materials Used and
By-Products Generated****Chemicals**

- *Paints, mineral spirits, and turpentine*

**Air Contaminants
Generated**

- *Organic vapors*

Function	<ul style="list-style-type: none">• Office Space shared by two faculty members• Storage of personal work and equipment• Meeting space for small groups of students and faculty.
Occupants	<ul style="list-style-type: none">• 2 Workstations, each with desk and files.
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 2 Desks, 4 chairs, 2 filing cabinets, storage cabinets, work table.
Location	<ul style="list-style-type: none">• Adjacent to: Instructional painting/drawing studios.
Building Systems Required	
Floors	<ul style="list-style-type: none">• Concrete with sealer, Wood, or Resilient Sheet/Tile.• Visual and Acoustical Privacy with Acoustic Wall Assembly; 50% tackable surfaces min.• Exposed Structure Acceptable• 10' Min.• Lockable• Skylights and windows preferred; Northern exposure or window treatments for control of natural light required.
Walls	
Ceiling	
Ceiling Ht.:	
Doors	
Windows	
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 60 CFM. No recirculation
Electrical	<ul style="list-style-type: none">• See standard specifications.• Directional lighting• Phone jack and data wiring

Function	<ul style="list-style-type: none">• Displaying, Viewing and Discussions of Student Work.
Occupants	<ul style="list-style-type: none">• 15 Seats
Key Tenant Equipment to be Accommodated	<ul style="list-style-type: none">• 15 Seats, Perimeter and Freestanding Display of Artwork.
Location	<ul style="list-style-type: none">• Adjacent to: Instructional painting/drawing studios.• Easy Access from Printmaking studios
Building Systems Required	
Floors	<ul style="list-style-type: none">• Concrete with sealer, Wood, or Resilient Sheet/Tile.• Visual and Acoustical Privacy with Acoustic Wall Assembly; 75% tackable surfaces min.• Exposed Structure Acceptable• 12' Min.• 6' x 7' opening/pair of doors.• Skylights and/or windows preferred; Northern exposure or window treatments for control of natural light required.
Walls	
Ceiling	
Ceiling Ht.:	
Doors	
Windows	
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 320 CFM.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Directional lighting

Function

- Storage of Paintings, Equipment, and Supplies for Senior Painting Majors and Graduate Students.

**Key Tenant Equipment
to be Accommodated**

- Racks and Shelves on all Walls.

Location

- Adjacent to: Faculty Office.

Building Systems Required**Floors**

- Concrete with sealer, Wood, or Resilient Sheet/Tile.

Walls

- Functional Separation, Securable, with Full Height Partitions.

Ceiling

- Exposed Structure Acceptable

Ceiling Ht.:

- 8' Min.

Doors

- Lockable.

Windows

- No windows

Plumbing

- See standard specifications.

Mechanical

- 10 Air Changes/Hour. No recirculation

Electrical

- See standard specifications.

Process Ventilation

- 200 CFM exhaust
- Make up air through louver in door.

Function

- Office

Occupants

- One

Location

- Adjacent to Coordinator's Office

Building Systems Required**Floors**

- Carpet

Walls

- Acoustic Wall Assembly

Ceiling

- Suspended acoustical tile

Ceiling Ht.

- 8'-6" Minimum

Doors

- Lockable, vision panel

Windows

- Windows required, window treatment.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 40 CFM. Air conditioning.

Electrical

- See standard specifications.
- Phone jack, data wiring

Function	• Office
Occupants	• One
Location	• Adjacent to Dean's Office

Building Systems Required

Floors	• Carpet
Walls	• Acoustic Wall Assembly.
Ceiling	• Suspended acoustical tile
Ceiling Ht.	• 8'-6" Minimum
Doors	• Lockable, vision panel.
Windows	• Windows required, window treatment
Mechanical	• HVAC Outside Air: 20 CFM per Occupant; 40 CFM. Air conditioning.
Electrical	• See standard specifications.
	• Phone jack, data wiring

Function	<ul style="list-style-type: none">• Incorporates reception, clerical, copying, waiting.
Occupants	<ul style="list-style-type: none">• Two workstations and seating area for four.
Key Equipment to be Accommodated	<ul style="list-style-type: none">• Modular office workstations with computers• Copier and fax machine to be accommodated in separately enclosed room within Secretarial area.
Location	<ul style="list-style-type: none">• Central to administrative offices.
Building Systems Required	
Floors	<ul style="list-style-type: none">• Carpet
Walls	<ul style="list-style-type: none">• Standard
Ceiling	<ul style="list-style-type: none">• Suspended acoustical tile
Ceiling Ht.	<ul style="list-style-type: none">• 8'-6" Minimum
Doors	<ul style="list-style-type: none">• Lockable; vision panel
Windows	<ul style="list-style-type: none">• Not required
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per Occupant; 120 CFM. Air conditioning.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Phone jack, data wiring

Function

- Meetings for faculty, visitors, etc.

Occupants

- 12

Location

- Adjacent to Dean's and Coordinator's offices.

Building Systems Required**Floors**

- Carpet

Walls

- Acoustic Wall Assembly

Ceiling

- Suspended acoustical tile

Ceiling Ht.

- 8'-6" Minimum

Doors

- Lockable, vision panel

Windows

- Windows preferred. The control of natural light is required for slides.

Built-In F&E

- Shelving

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 260 CFM. Air conditioning.

Electrical

- See standard specifications.

ADMINISTRATION-05

Stockroom/AV Equip. Storage

One @ 100 SF

Function

- Storage

Location

- Central to Reception/Secretarial Area.

Building Systems Required

Floors

- Concrete with sealer, wood, or resilient sheet/tile acceptable.

Walls

- Full height partitions

Ceiling

- Exposed structure acceptable.

Ceiling Ht.

- 8'-6" Minimum

Doors

- Lockable, solid core

Windows

- Windows not required.

Mechanical

- 100 CFM exhaust;

Electrical

- See standard specifications.

Function

- Gallery for work of faculty or visiting artists, open to public.

Occupants

- 100

Location

- Public access without disruption to offices or classrooms.
- Near to supervision.

Building Systems Required

Floors

- Wood or concrete.

Walls

- Standard

Ceiling

- Exposed structure acceptable.

Ceiling Ht.

- 14'-0" Minimum

Doors

- Lockable, 6'w. x 10'h. opening for forklift access.

Windows

- No windows.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 2000 CFM. Air conditioning.

Electrical

- See standard specifications.
- Ambient and directional lighting.

Function

- Gallery for student work, open to public

Occupants

- 50

Location

- Public access without disruption to offices or classrooms.
- Near to supervision.
- Adjacent to Gallery/Exhibition Space.

Building Systems Required

Floors

- Wood or concrete

Walls

- Standard

Ceiling

- Exposed structure acceptable

Ceiling Ht.

- 14'-0" Minimum

Doors

- Lockable, 6'w. x 10'h. opening for forklift access.

Windows

- No windows

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 1000 CFM. Air conditioning.

Electrical

- See standard specifications.
- Ambient and directional lighting.

ANCILLARY-03

Lecture Room

One @ 1750 SF

Function

- Lectures, slides, films

Occupants

- 120 students

Location

- Public access without disruption to offices or classrooms.
- Near to supervision.

Building Systems Required

Floors

- Concrete, wood, resilient tile, or carpet.

Walls

- Acoustic Wall Assembly.

Ceiling

- Suspended acoustical tile

Ceiling Ht.

- 14' Min.

Doors

- Lockable, vision panel.

Windows

- No windows.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 2400 CFM. Air conditioning.

Electrical

- See standard specifications.
- Dimmable lights

Function	<ul style="list-style-type: none"> • Place for CVPA students from all departments to eat and socialize. • Heating up food.
Occupants	<ul style="list-style-type: none"> • 50
Key Equipment to be Accommodated	<ul style="list-style-type: none"> • Tables, chairs, couch, vending machines, refrigerator, microwave, coffee maker.
Location	<ul style="list-style-type: none"> • Central to all CVPA departments.
Building Systems Required	
Floors	<ul style="list-style-type: none"> • Resilient tile
Walls	<ul style="list-style-type: none"> • Standard
Ceiling	<ul style="list-style-type: none"> • Exposed structure acceptable.
Ceiling Ht.	<ul style="list-style-type: none"> • 8'-6" minimum.
Doors	<ul style="list-style-type: none"> • No door required
Windows	<ul style="list-style-type: none"> • Windows preferred.
Plumbing	<ul style="list-style-type: none"> • Sink
Built-In F&E	<ul style="list-style-type: none"> • At least 15 linear feet of counter for microwave, coffee maker, etc., with storage cabinetry below.
Mechanical	<ul style="list-style-type: none"> • HVAC Outside Air: 20 CFM per Occupant; 1000 CFM. Air conditioning. • Exhaust to keep room under negative pressure.
Electrical	<ul style="list-style-type: none"> • See standard specifications.

Function	<ul style="list-style-type: none"> • Place for CVPA faculty from all departments to eat and socialize. • Heating up food.
Occupants	<ul style="list-style-type: none"> • 10
Key Equipment to be Accommodated	<ul style="list-style-type: none"> • Tables, chairs, refrigerator, microwave, coffee maker.
Location	<ul style="list-style-type: none"> • Central to all CVPA departments.
Building Systems Required	
Floors	<ul style="list-style-type: none"> • Resilient tile
Walls	<ul style="list-style-type: none"> • Standard
Ceiling	<ul style="list-style-type: none"> • Exposed structure acceptable.
Ceiling Ht.	<ul style="list-style-type: none"> • 8'-6" minimum.
Doors	<ul style="list-style-type: none"> • Lockable solid core.
Windows	<ul style="list-style-type: none"> • Windows preferred.
Plumbing	<ul style="list-style-type: none"> • Sink
Built-In F&E	<ul style="list-style-type: none"> • At least 8 linear feet of counter for microwave, coffee maker, etc., with storage cabinetry below.
Mechanical	<ul style="list-style-type: none"> • HVAC Outside Air: 20 CFM per Occupant; 200 CFM. Air conditioning. • Exhaust to keep room under negative pressure.
Electrical	<ul style="list-style-type: none"> • See standard specifications.

Function

- Computer instruction and independent work.

Occupants

- 15 workstations

**Key Equipment
to be Accommodated**

- Computer workstations, printers, scanner, projector for instructor's demonstrations

Location

- Central to CVPA.

Building Systems Required

Floors

- Resilient tile

Walls

- Standard

Ceiling

- Suspended acoustical tile

Ceiling Ht.

- 8'-6" minimum

Doors

- Lockable, vision panel

Windows

- No windows. Fixed viewing window into corridor.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 3200 CFM. Air conditioning.

Electrical

- Special electrical load, surge protection, system of wire chases for workstations (or underfloor system) for data wiring

Function	<ul style="list-style-type: none"> • Place for quiet work and reading. A small collection of books.
Occupants	<ul style="list-style-type: none"> • 6
Key Equipment to be Accommodated	<ul style="list-style-type: none"> • Shelving
Location	<ul style="list-style-type: none"> • Centrally located, adjacent to Computer Center • Removed from shops containing loud machinery.
Building Systems Required	
Floors	<ul style="list-style-type: none"> • Resilient tile or carpet
Walls	<ul style="list-style-type: none"> • Acoustic Wall Assembly.
Ceiling	<ul style="list-style-type: none"> • Exposed structure acceptable.
Ceiling Ht.	<ul style="list-style-type: none"> • 8'-6" minimum
Doors	<ul style="list-style-type: none"> • Lockable, vision panel
Windows	<ul style="list-style-type: none"> • Required
Plumbing	<ul style="list-style-type: none"> • None
Mechanical	<ul style="list-style-type: none"> • HVAC Outside Air: 20 CFM per Occupant; 120 CFM. Air conditioning.
Electrical	<ul style="list-style-type: none"> • See Standard Specifications. • Data wiring for two workstations.

Function

- Storage and preparation of food for receptions & gallery.
- 5x7 kitchen with adjacent eating area.

Occupants

- 4

**Key Equipment
to be Accommodated**

- Refrigerator, stove, microwave, table and chairs

Location

- Adjacent to Galleries.

Building Systems Required

Floors

- Resilient tile

Walls

- Standard

Ceiling

- Exposed structure acceptable

Ceiling Ht.

- 8'-6" minimum

Doors

- Lockable

Windows

- Windows not required.

Built-In F&E

- Food storage cabinetry. At least 10 linear feet of counter space.

Plumbing

- Sink

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 100 CFM. Air conditioning.
- Exhaust to keep room under negative pressure.

Electrical

- See standard specifications.
- 220v for electric stove.

Process ventilation

- Exhaust over stove.

Function

- Storage of artwork

Location

- Adjacent to Galleries.
- Accessible to loading dock.

Building Systems Required

Floors

- Concrete, wood, or resilient tile acceptable

Walls

- Standard

Ceiling

- Exposed structure acceptable

Ceiling Ht.

- 12'-0"

Doors

- Lockable, 6'w. x 10'h. opening for forklift access.

Windows

- No windows required.

Mechanical

- Adequate environmental control for the protection of artwork. Temperature and relative humidity control required.
- Minimum 300 CFM outside air, to be filtered.

Electrical

- See standard specifications.

Function

- Centralized area for storing chemicals.

**Key Equipment
to be Accommodated**

- Shelving and chemical storage cabinets.

Location

- Adjacent to Loading/Receiving Area and accessible to freight elevator.
- Should have one exterior wall.

Building Systems Required

Floors

- Acid and solvent resistant.
- Seamless.

Walls

- 8" CMU

Ceiling

- Exposed structure acceptable.

Ceiling Ht.

- 12'

Doors

- Double doors, open out. Forklift accessible. Curb at doors so that 55 gallon spill will be contained in room.

Windows

- No windows.

Fire safety

- Explosion panel in outside wall.
- Fire protection to meet code. No floor drains.

Mechanical

- Spark proof, explosion proof exhaust fan.

Electrical

- All spark proof, explosion proof, electrical fixtures.

Process Ventilation

- 200 CFM direct to outside.

Function

- Centralized area for storing hazardous waste between pickups.
-

**Key Equipment
to be Accommodated**

- Shelving and chemical storage cabinets.

Location

- Adjacent to Loading/ Receiving Area and accessible to freight elevator.
- Should have one exterior wall.

Building Systems Required

Floors

- Acid and solvent resistant.
- Seamless.

Walls

- 8" CMU

Ceiling

- Exposed structure acceptable.

Ceiling Ht.

- 12'

Doors

- Double doors, open out. Forklift accessible. Curb at doors so that 55 gallon spill will be contained in room.

Windows

- No windows.

Fire safety

- Explosion panel in outside wall.
- Fire protection to meet code. No floor drains.

Mechanical

- Spark proof, explosion proof exhaust fan.

Electrical

- All spark proof, explosion proof, electrical fixtures.

Process Ventilation

- 200 CFM direct to outside.

Function • Lectures, instruction, slides.

Occupants • 40 students

Location • Near other BCC functions

Building Systems Required

Floors	• Resilient tile
Walls	• Acoustic Wall Assembly.
Ceiling	• Suspended acoustical tile
Ceiling Ht.	• 10'-0" minimum
Doors	• Lockable, vision panel
Windows	• Windows preferred. If there are windows, provide room darkening shades.
Mechanical	• HVAC Outside Air: 20 CFM per occupant; 820 CFM. Air conditioning.
Electrical	• See standard specifications.
	• Dimmable lights

Function

- Computer instruction

Occupants

- Workstations for 30 students

**Key Equipment
to be Accommodated**

- Computer workstations, printers, scanner, projector and screen.

Location

- Central to BCC.

Building Systems Required**Floors**

- Resilient tile

Walls

- Acoustic Wall Assembly.

Ceiling

- Suspended acoustical tile

Ceiling Ht.

- 10'-0"

Doors

- Lockable, vision panel

Windows

- No windows. Fixed viewing window into corridor.

Mechanical

- HVAC Outside Air: 20 CFM per occupant; 620 CFM. Air conditioning.

Electrical

- Special electrical load, surge protection, system of wire chases for workstations (or underfloor system) for data wiring.

BCC-07

Resource/Lecture Room

One @ 950 SF

-
- | | |
|------------------|---------------------------|
| Function | • Lectures, slides, films |
| Occupants | • 70 students |
| Location | • Central to BCC. |

Building Systems Required

- | | |
|--------------------|--|
| Floors | • Resilient tile |
| Walls | • Acoustic Wall Assembly. |
| Ceiling | • Suspended acoustical tile |
| Ceiling Ht. | • 12' |
| Doors | • Lockable, vision panel |
| Windows | • No windows |
| Mechanical | • HVAC Outside Air: 20 CFM per occupant; 1400 CFM. Air conditioning. |
| Electrical | • See standard specifications. |
| | • Dimmable lights |

BCC-09

Director's Office

One @ 200 SF

Function	<ul style="list-style-type: none">• Office
Occupants	<ul style="list-style-type: none">• One
Location	<ul style="list-style-type: none">• In close proximity to access point to BCC.• Adjoining BCC Reception/Secretarial Area

Building Systems Required

Floors	<ul style="list-style-type: none">• Carpet
Walls	<ul style="list-style-type: none">• Acoustic Wall Assembly.
Ceiling	<ul style="list-style-type: none">• Suspended acoustical tile
Ceiling Ht.	<ul style="list-style-type: none">• 8'-6" minimum
Doors	<ul style="list-style-type: none">• Lockable, vision panel
Windows	<ul style="list-style-type: none">• Windows required, window treatment required.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per occupant; 40 CFM. Air conditioning.
Electrical	<ul style="list-style-type: none">• See standard specifications. Phone jack, data wiring

Function	<ul style="list-style-type: none">• Incorporates reception, clerical, copying, waiting.
Occupants	<ul style="list-style-type: none">• Two workstations and seating area for four.
Key Equipment to be Accommodated	<ul style="list-style-type: none">• Modular office workstations with computers• Copier and fax machine to be accommodated in separately enclosed room within Secretarial area.
Location	<ul style="list-style-type: none">• In close proximity to access point to BCC.• Adjoining Director's Office and Faculty Offices
Building Systems Required	
Floors	<ul style="list-style-type: none">• Carpet
Walls	<ul style="list-style-type: none">• Low partitions within; full height partitions at overall perimeter.
Ceiling	<ul style="list-style-type: none">• Suspended acoustical tile
Ceiling Ht.	<ul style="list-style-type: none">• 8'-6" minimum
Doors	<ul style="list-style-type: none">• Lockable; vision panel
Windows	<ul style="list-style-type: none">• Not required
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per occupant; 120 CFM. Air conditioning.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Phone jack, data wiring

BCC-11/12

Faculty Office

Two @ 200 SF

Function

- Office

Occupants

- 2

Location

- In close proximity to access point to BCC.
- Adjoining BCC Reception/Secretarial Area.

Building Systems Required

Floors

- Carpet

Walls

- Acoustic Wall Assembly.

Ceiling

- Suspended acoustical tile

Ceiling Ht.

- 8'-6" Minimum

Doors

- Lockable, vision panel

Windows

- Windows required, window treatment

Mechanical

- HVAC Outside Air: 20 CFM per occupant; 40 CFM. Air conditioning.

Electrical

- See standard specifications.
- Phone jack, data wiring.

ATTACHMENT C-1
Lease Proposal Form

**THIS OFFICIAL FORM MAY NOT BE ALTERED. ANY CHANGES OR ALTERATIONS
MADE TO THIS FORM MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

LEASE PROPOSAL

Project No: **970940.1**

To: Director, Office of Leasing and State Office Planning
Division of Capital Planning and Operations
100 Cambridge Street, Room 1611
Boston, MA 02202

Proposal No: _____

The undersigned has read the Request for Proposals (RFP) and has carefully examined all specifications therein. The undersigned certifies that prior to occupancy by the User Agency, the proposed property shall comply with all RFP specifications unless stated otherwise in this Proposal; that he/she is an eligible proposer as defined in the RFP; and that there are no known obstacles to prevent the owner from executing a lease, or which could invalidate such agreement. The undersigned agrees to provide a notarized statement listing the names and residences of all persons having a direct or indirect beneficial interest in the property, as required by M.G.L. Chapter 7, Section 40J; and certification that all state taxes have been paid by the owner in accordance with M.G.L. Chapter 62C, Section 49A and Chapter 151A, Section 194(b). The undersigned further agrees that the owner of the proposed property, if selected, will enter a lease substantially in the form of the one attached to the RFP. The undersigned acknowledges that DCPO may reject all proposals, or waive portions of the RFP for all proposals, if it deems it in the Commonwealth's best interest. The undersigned proposes to lease property to the Commonwealth of Massachusetts as follows:

1. Proposal Summary

User Agency: _____

Address of Proposed Building: _____

City _____ State _____ Zip Code _____

Proposed Usable Area: _____ SF (which provides net area of: _____ SF for the User Agency)

Proposed Rental Rate (From Section 2)

Costs not included in the rental rate (paid separately by User Agency)

Year-1 Total Rental Rate: [] Utilities [] Other: _____

[] Other: _____

\$ _____ /SF

Term of Lease: 20 years

Proposer

Name of Proposer: _____

Contact: _____

Company Name: _____

Proposer's Address: _____

City _____ State _____ Zip Code _____

Tel: _____

Eligible Proposer as (check one):

[] Owner [] Broker or Agent [] Purchaser

Proposer's Signature: _____

Date: _____

Owner

Name of Property Owner: _____

Owner's Address: _____

City _____ State _____ Zip Code _____

Tel: _____

2. Cost

Please complete the table below by providing a figure for each component of the Total Rental Rate, Total Additional Costs, Total Occupancy Rate and the Total Occupancy Cost.

DCPO will consider proposals in which the Tenant pays increases in Operating Expenses and Real Estate Taxes over the base year (Year 1). In such cases, 1) proposers are cautioned to read the definitions in the rider sections before completing the table below, and 2) proposers must fill in a rate for each component of the Total Rental Rate and Total Additional Costs for at least Year 1.

All cost information pertaining to this proposal is to be included in this Section 2.

_____ Proposed Usable Area (usf).

Proposed Occupancy Rate (\$/sf/yr)	Year 1	Year 2	Year 3	Year 4	Year 5
Net Rental Rate					
Tenant Improvements					
Operating Expenses					
Real Estate Taxes					
Other _____					
(a) Total Rental Rate:					
Additional Costs					
Other _____					
Other _____					
(b) Total Additional Costs:					
(c) Total Occupancy Rate (a+b):					
Total Occupancy Cost (\$/yr) (c x usf):					

Proposed Occupancy Rate (\$/sf/yr)	Year 6	Year 7	Year 8	Year 9	Year 10
Net Rental Rate					
Tenant Improvements					
Operating Expenses					
Real Estate Taxes					
Other _____					
(a) Total Rental Rate:					
Additional Costs					
Other _____					
Other _____					
(b) Total Additional Costs:					
(c) Total Occupancy Rate (a+b):					
Total Occupancy Cost (\$/yr) (c x usf):					

2. Cost

Proposed Occupancy Rate (\$/sf/yr)	Year 11	Year 12	Year 13	Year 14	Year 15
Net Rental Rate					
Tenant Improvements					
Operating Expenses					
Real Estate Taxes					
Other _____					
(a) Total Rental Rate:					
Additional Costs					
Other _____					
Other _____					
(b) Total Additional Costs:					
(c) Total Occupancy Rate (a+b):					
Total Occupancy Cost (\$/yr) (c x usf):					

Proposed Occupancy Rate (\$/sf/yr)	Year 16	Year 17	Year 18	Year 19	Year 20
Net Rental Rate					
Tenant Improvements					
Operating Expenses					
Real Estate Taxes					
Other _____					
(a) Total Rental Rate:					
Additional Costs					
Other _____					
Other _____					
(b) Total Additional Costs:					
(c) Total Occupancy Rate (a+b):					
Total Occupancy Cost (\$/yr) (c x usf):					

Comments:

Instructions: Please complete the remaining sections and attach all requested documents. Include any information that may assist the Commonwealth in evaluating your proposal.

3. Location

3.1 Search Area

Confirm that the proposed building is located within the search area defined in the RFP. [] Yes [] No

3.2 Access

List closest highway exits and major arterial roads and estimate their distance from the proposed building:

List public transportation serving the building, note nearby stops or stations and estimate their distance from the proposed building:

3.3 Parking: Refer to Section A - 1.3 of the RFP for the number of spaces needed.

Public Indicate the number of public parking spaces in the vicinity of the proposed building:
_____ including _____ handicapped public spaces.

Reserved Indicate the number and location of reserved parking spaces included in this proposal.

Address	Regular Spaces	Handicapped Spaces	Total Spaces

3.4 Neighborhood Characteristics

Check below the uses of all buildings or land adjacent to or across the street from the proposed building:

[] Commercial [] Residential [] Industrial [] Vacant Land [] Other (specify) _____

List amenities (banks, restaurants, shops, etc.) within a ten minute walk of the building:

Describe neighborhood characteristics relating to safety and security:

4. Building Conditions: Enclosure, Systems, and Common Areas

4.1 Building Statistics

Year of initial construction: _____ Gross sf: _____
No. floors: _____ Floor load: _____ lb/sf Rentable sf: _____
No. elevators: _____ Passenger _____ freight Usable sf: _____
Year & scope of latest renovations: _____

Building use: Estimate percentage break-down of existing tenants in the building:

____ Office ____ R&D ____ Retail ____ Warehouse ____ Manufacturing ____ Residential
____ Vacant ____ Other (specify) _____ % building occupied _____

4.2 Building Enclosure

Type of Construction: [] Brick [] Concrete [] Steel [] Wood [] Other (specify) _____

Type of Exterior Walls: [] Brick [] Concrete [] Stone [] Wood [] Other (specify) _____

Type and Age of Windows: type _____ date installed _____ Operable _____

Type of Roof: _____ Year of Installation/Re-roofing: _____

Please attach to this proposal a description of all proposed improvements to building enclosure:

4.3 Building Systems

Fire Safety Systems:

Write E for those that exist, and P for those that do not exist but that will be provided prior to occupancy.

____ Sprinkler ____ Smoke Detectors ____ Fire Alarm
____ Fire Escapes ____ Fire Escape Signs ____ Fire doors/walls
____ Exit route diagrams ____ Emergency Lighting ____ Fire Extinguishers/Hose Closets

Heating System:

Type of system, fuel source, date of installation _____

Date and scope of latest renovations _____

Available capacity for the proposed space _____

Air Conditioning and Ventilation System:

Type of system, fuel source, date of installation _____

Date and scope of latest renovations _____

Available capacity for the proposed space _____

Electrical System:

Transformer capacity and date of installation _____

Date and scope of latest renovations _____

Available capacity for the proposed space _____

Please attach to this proposal a description of all proposed improvements to buildings systems.

4.4. Building Common Areas

Note existing condition of the following common areas and attach a description of all proposed renovations:

Lobby/Entrance:

Stairways:

Elevators:

Loading Dock:

Corridors:

Restrooms:

4.5 Barrier free access and compliance with Americans with Disabilities Act (ADA):

Write E for those that are accessible now, and P those that are not but will be made accessible prior to occupancy.

___ Site	___ Building Entrance	___ Common Area Restrooms
___ Proposed Premises	___ Common Area Hallways	___ Elevators

4.6 Environmental Conditions

Are there any existing reports concerning the environmental condition of the Building Property and environs? ☐ Yes ☐ No
If you answered YES above, please list reports and enclose a copy of each (cf. Section 11)

List any known hazardous substances on or under the Property.

Confirm that all hazardous substances, whether presently known or discovered, shall be remediated to the satisfaction of DCPO. ☐ Yes ☐ No

5. Building Conditions: Proposed Premises

Floor Number(s):	_____	Contiguous block of space:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Column spacing:	_____ feet		
Ceiling Height:	_____ feet	from the finished floor to underside of slab above.	
Window Space:	_____ percent	of total exterior wall space.	
No. of Means of Egress:	_____		
Special Features:			

6. Landlord Capacity

6.1 Availability of space

Date proposed space will be vacant.

List existing tenants which currently occupy, or have the option to use, the proposed site or space and the term of any rental agreement.

Projected date that construction or renovation of base building and of tenant improvements can commence:

6.2 Design and Construction

Confirm that prior to lease execution, the landlord shall complete working drawings at 100% design stage ready for construction and shall, no later than lease execution, contract for construction of improvements required under the lease. ☐ Yes ☐ No

6b. Landlord Capacity

6.3 Project Team:

	Name of Firm or Individual	Name of Discipline Leader
Landlord & Developer	_____	_____
Architect	_____	_____
Landscape Architect	_____	_____
Structural Engineer	_____	_____
Environmental & Geotechnical Engineer	_____	_____
Mechanical Engineer	_____	_____
Electrical Engineer	_____	_____
Health & Safety Engineer	_____	_____
Contractor	_____	_____
Others	_____	_____

For each of the above, please submit resumes and qualifications of principals, discipline leader, and key personnel who will be assigned to the project, and portfolio of recent projects of similar cost, complexity and type. This material is to substantiate the representations made by the proposal team.

DCPO reserves the right to request financial information and references during its evaluation of proposals.

6.4 Confirm that the landlord named in the lease shall be the developer and shall be fully responsible to design and construct improvements to meet the specifications of this RFP and the lease, and that the landlord named in the lease shall meet the property management specifications of the RFP and the lease. ☐ Yes ☐ No

6.5 Confirm that each discipline leader shall be responsible for supervising preparation of all documents and for affixing his or her signature and professional seal of all drawings prepared in the manner required for construction permits. ☐ Yes ☐ No

6.6 Confirm that the proposed contractor is certified to construct projects of at least the size of this anticipated project and that it can obtain performance and completion bonds for the anticipated work. ☐ Yes ☐ No

6.7 Confirm that the property management company has successfully managed in the last five years at least two facilities of similar size and type as the anticipated project. ☐ Yes ☐ No

6.8 Status of Permits and Approvals:

	Obtained	To Be Obtained
Zoning	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Conservation	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Environmental	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Building Permit	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Other _____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

6.9 a. Estimated Construction / Renovation Cost for Base Building & Tenant Improvements:

CSI Divisions Summary

01 General Conditions	_____
02 Sitework and Demolition	_____
03 Concrete	_____
04 Masonry and Stone	_____
05 Metals	_____
06 Wood and Plastics	_____
07 Thermal and Moisture Protection	_____
08 Doors and Windows	_____
09 Finishes	_____
10 Specialties	_____
11 Equipment	_____
12 Furnishings	_____
13 Special Construction	_____
14 Conveying Systems	_____
15 Plumbing, Fire Protection, HVAC	_____
16 Electrical	_____
Sub-total Direct Cost	_____
Construction Contingency	_____
Total	<div></div>

6.9 b. Estimated Total Project Cost

Building Acquisition (if property is not currently owned by landlord / developer)	_____
Estimated Construction / Renovation Cost: (from 6.9a above)	_____
Soft Costs	
Arch. & Eng. Design Fees	_____
Reimbursables	_____
Builder's Risk Insurance	
Permits	_____
Real Estate Taxes	_____
Overhead and Fee	_____
Legal Fees	_____
Others _____	_____
Others _____	_____
Others _____	_____
Financing Costs (if applicable)	
Capitalized Interest	_____
Fees	_____
Estimated Total Project Cost	<div></div>

6.10 Project Timeline:

Please provide project timeline from proposal selection to completion of tenant improvements, highlighting critical milestones such as preparation and approval of schematic plans, preparation and approval of final construction drawings and specifications, permitting, financing, lease execution, base building completion, substantial completion of tenant improvements, etc.

6.11 Project Cost:

- a. Estimated construction / renovation cost: _____
b. Estimated total project cost: _____

6.12 Financing

List below the financing source(s) you have identified in connection with this lease and attach (1) documentation stating that the provision of adequate financing will not be conditioned on any material modifications to the Lease and Rider, or (2) documentation identifying the necessary modifications to the Lease and Rider.

7. Specifications

7.1 Does your Proposal comply precisely with the tenant improvements specifications of the RFP? ☐ Yes ☐ No
If you answered NO above, please identify and describe the items that do not comply and for which you are proposing an alternative. You may attach a copy of the Tenant Building Standards and Finish Specifications.

7.2 Does your Proposal comply precisely with the Landlord Services specifications of the RFP? ☐ Yes ☐ No
If you answered NO above, please identify and describe the items that do not comply and for which you are proposing an alternative.

8. Commonwealth Standard Lease

Confirm that the owner of the proposed property will enter into a lease substantially in the form of the Commonwealth Standard Office Lease and Rider attached to the RFP. ☐ Yes ☐ No
If you answered NO, please identify all proposed revisions.

9. References *(DCPO reserves the right to contact other parties who may be familiar with the building and/or landlord)*

9.1 Current Tenants of Building Owner

List name, title, address and telephone number of at least three (3) persons or entities who are current tenants of the building owner (or prospective owner).

Company

Name

Address

Telephone No.

9.2 Rental agreements with the Commonwealth of Massachusetts

List all rental agreements between the owner (or prospective owner) and the Commonwealth of Massachusetts which were in effect within the last five years.

Agency

Address

Telephone No.

9.3 Building Management

Identify the management company which will provide property management services for proposed building. Please submit qualifications and references pertaining to the management within the last five years of at least two facilities of similar size, type and complexity as the proposed project.

10. Commonwealth Policy Objectives; Financial and Other Benefits to the Commonwealth and Local Community.

10.1 Commonwealth Policy Objectives:

Is proposed building in a Downtown Center (see Section 7.6 of the RFP)?

[] Yes [] No

Is proposed building listed on the National Register of Historic Places?

[] Yes [] No

Has proposed building been certified as a Historic Landmark by a local Historic Commission?

[] Yes [] No

If you answered YES on either of the last two questions, please attach evidence of historic building status.

10.2 Financial and Other Benefits to the Commonwealth and Local Community:

Identify and quantify all financial and other benefits of the proposal to the Commonwealth and the local community.

11. Requested Documents

Please enclose the documents listed below with lease proposal.

11.1 Map indicating the location of: 1) the Proposed Building, 2) parking facilities in the vicinity, 3) public transit stops serving the building, and 4) major roadways.

11.2 Site Plan and Floor Plans at schematic design stage consisting of a measured drawing for each floor included in the proposed lease premises, on a scale of $1/8" = 1'-0"$ or larger. These drawings should indicate location of the following:

- a) All structural elements and limitations;
- b) All entrances and exits;
- c) All structural and non-structural partitions;
- d) All windows, with head and sill heights, all ceiling heights;
- e) All restrooms, and mechanical, electrical, and telephone rooms;
- f) All heating, ventilating, and air-conditioning equipment;
- g) All rooms listed in the summary of space needs and described in the room data sheets;
- h) All equipment listed in the program for which dimensions have been provided;
- i) Calculations of net area and of usable area.

11.3 Description of all proposed improvements to building enclosure, systems and common areas.

11.4 A photograph or artist rendering of the exterior of the building (if available).

11.5 If the proposer is or represents a prospective purchaser, a copy of the executed purchase and sale agreement or other evidence of control of the property.

11.6 Environmental Reports

All available environmental assessment reports regarding the proposed property and/or building and environs.

11.7 Title Report

11.8 Contractor's Qualifications

- a) evidence of certification
- a) letter from surety

ATTACHMENT C-2
Commonwealth Standard Office Lease and Special Rider

THIS OFFICIAL FORM MAY NOT BE ALTERED
NECESSARY MODIFICATIONS TO THE BUSINESS TERMS OF
THIS AGREEMENT MUST BE MADE BY SEPARATE RIDER

COMMONWEALTH OF MASSACHUSETTS
STANDARD OFFICE LEASE
Form DPL

ARTICLE I: SUMMARY

1.1 Subjects Referred To

Each of the references in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Article and, unless defined elsewhere in this Lease, constitutes the definition of the listed term.

DATE OF LEASE:

LANDLORD:

ORIGINAL ADDRESS OF LANDLORD:

TENANT:

The Commonwealth of Massachusetts, acting by and through its Division of Capital Planning and Operations ("DCPO") of the Executive Office for Administration and Finance on behalf of the User Agency.

ORIGINAL ADDRESS OF TENANT:

Division of Capital Planning and Operations
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108

TENANT'S REPRESENTATIVE:

Name: _____
Address: _____

and/or such other persons as Tenant
may designate from time-to-time as
set forth in Section 4.2

USER AGENCY:

ORIGINAL ADDRESS OF
USER AGENCY:

BUILDING (ADDRESS):

PREMISES:

Floor(s) _____
Room(s)/Suite _____
within the Building as shown in Exhibit ____,
together with all of Landlord's Improvements
(as such term is defined in Section 4.1) made
within the Premises pursuant to the terms of this
Lease.

USABLE AREA OF PREMISES:

Office Space _____ square feet
Storage Space _____ square feet

RESERVED PARKING SPACES:

Number _____
Location _____

PERMITTED USES:

Subject to the provisions of Section 6.1, Tenant
shall use the Premises for the following
purposes:

LEASE TERM:

Beginning on the Date of Occupancy, as defined
in Section 3.2, and continuing until midnight of
the day immediately preceding the twentieth
(20th) anniversary of such date.

BASE RENT FOR INITIAL LEASE TERM:

Year One: \$ _____ per year in monthly installments of \$ _____
 \$ _____ per square foot for office space
 \$ _____ per square foot for storage space
 \$ _____ per parking space per year

Year Two: \$ _____ per year in monthly installments of \$ _____
 \$ _____ per square foot for office space
 \$ _____ per square foot for storage space
 \$ _____ per parking space per year

Year Three: \$ _____ per year in monthly installments of \$ _____
 \$ _____ per square foot for office space
 \$ _____ per square foot for storage space
 \$ _____ per parking space per year

Year Four: \$ _____ per year in monthly installments of \$ _____
 \$ _____ per square foot for office space
 \$ _____ per square foot for storage space
 \$ _____ per parking space per year

Year Five: \$ _____ per year in monthly installments of \$ _____
 \$ _____ per square foot for office space
 \$ _____ per square foot for storage space
 \$ _____ per parking space per year

Year Six: \$ _____ per year in monthly installments of \$ _____
 \$ _____ per square foot for office space
 \$ _____ per square foot for storage space
 \$ _____ per parking space per year

Year Seven: \$ _____ per year in monthly installments of \$ _____
 \$ _____ per square foot for office space
 \$ _____ per square foot for storage space
 \$ _____ per parking space per year

Year Eight: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Nine: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Ten: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Eleven: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Twelve: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Thirteen: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Fourteen: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Fifteen: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Sixteen: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Seventeen: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Eighteen: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Nineteen: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Twenty: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

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RIDERS AND EXHIBITS These are incorporated into and made part of this Lease:

- Exhibit A: Site Plan
- Exhibit A-1: Legal Description
- Exhibit A-2: Title Report
- Exhibit B: Working Drawings (List)
- Exhibit C: Landlord Services
- Exhibit D: Construction Schedule
- Exhibit E: Landlord's Beneficial Interest Disclosure Statement
- Exhibit F: Landlord's Certificate of State Tax Compliance
- Exhibit G: Authorization to Execute Lease:
 - 1. Corporation: Corporate Vote and Certificate of Clerk of Corporation
 - 2. Trust: Certificate of Trustee Authority or Authorization and Direction of Trustee by the Trust Beneficiaries
 - 3. Limited Partnership: Certificate of Legal Existence from the Secretary of State's Office.
 - 4. Limited Liability Company: Certificate of Organization (certified copy), Certificate of Good Standing from the Secretary of State's Office, Manager's Certificate.
 - 5. Limited Liability Partnership: Certificate of Good Standing from the Secretary of State's Office, Partner's Certificate.
- Exhibit H: Environmental Report

ARTICLE II: PREMISES; USABLE AREA

2.1 Premises; Appurtenant Rights

Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the Premises.

Tenant shall have, as appurtenant to the Premises, the right to use in common with other tenants of the Building (and subject to the rules of the Building as set forth in Section 6.4): (i) the common lobbies, malls, corridors, stairways, elevators, service areas and loading platform of the Building; (ii) the pipes, ducts, conduits, wires and appurtenant meters and equipment serving the Premises in common with other premises within the Building; (iii) common pedestrian walkways and landscaped areas; (iv) if the Premises include less than the entire floor area of any floor of the Building, the common restrooms and smoking rooms, corridors and elevator lobbies located on such floor and serving the Premises; and (v) all other areas in or about the Building from time-to-time intended for general use by Tenant and other tenants of the Building.

2.2 Usable Area

For the purposes of this Lease, the term "Usable Area" shall mean, with respect to the Premises or any space removed from or added to the Premises, the square footage determined by measuring the entire floor area of the Premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside Building walls which abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. No deductions shall be made for columns or other projections necessary to the Building structure or systems or for partitions subdividing the Premises. Notwithstanding the foregoing, under no circumstances shall the Usable Area include elevator shafts, vestibules, stair enclosures, elevator machine rooms or other building equipment areas, janitorial, electrical or mechanical closets, loading platforms, smoking vestibules required by law or restrooms, irrespective of whether Tenant occupies the entire floor or the entire Building.

Landlord acknowledges that Tenant has relied upon the information contained in Exhibit A-1, Landlord's Measured Drawings of the Premises, in establishing the Usable Area of the Premises set forth in Section 1.1 and that the Rent is predicated upon the Premises having a Usable Area equal to or exceeding the Usable Area of the Premises set forth in Section 1.1 as so established. Landlord warrants and represents to Tenant that said Exhibit A-1, is complete and accurate in all respects. In the event it shall be determined that Exhibit A-1 is not accurate and that the Usable Area of the Premises is smaller than depicted in said Exhibit A-1 by a factor of two percent (2%) or more, then, at the option of Tenant, this Lease shall be amended to state the actual Usable Area of the Premises and the Rent shall be adjusted downward to reflect such actual Usable Area.

ARTICLE III: RENT; DATE OF OCCUPANCY

3.1 Rent Payment

Tenant agrees to pay, and Landlord agrees to accept, the Rent described in Section 1.1. Equal monthly installments of Rent shall be payable in arrears on or before the tenth (10th) day of the month for which said Rent is due. If the Initial Lease Term commences other than on the first

day of a month or ends other than on the last day of a month, the Rent for such fractional month shall be prorated. Notwithstanding the first sentence of this Section, the prorated Rent for the portion of the month in which the Initial Lease Term commences shall be paid at the same time as the first installment of monthly Rent for the first full month of the Initial Lease Term.

If any installment of Rent is not paid when due, Landlord shall be entitled to late payment interest on the overdue amount in accordance with and subject to Massachusetts General Laws Chapter 29, Section 29C and any regulations or administrative bulletins thereunder.

3.2 Date of Occupancy; Commencement of Rent Obligation

The obligation of the Tenant to pay Rent shall begin on the Date of Occupancy. The Date of Occupancy shall be the earlier of (a) the fifteenth (15th) day after the Premises are available for Tenant's occupancy, or (b) the day the Tenant actually takes possession of the Premises and begins to use the Premises for any or all of the Permitted Uses. The Premises shall be deemed available for Tenant's occupancy only when (i) Landlord has substantially completed all of the Landlord Improvements (as defined in Section 4.1) in accordance with the terms of this Lease, with only Punchlist Items (as defined in Section 4.1) excepted, and (ii) Landlord has provided Tenant with a copy of a Certificate of Completion issued by the project architect confirming that the landlord's Improvements have been substantially completed in accordance with the Working Drawings approved by Tenant, and (iii) Landlord has provided Tenant with a copy of the Certificate of Occupancy for the Premises issued by the appropriate municipal authority, and (iv) Landlord has provided Tenant with a written certification of a registered engineer certifying that the Building HVAC system, as designed and constructed, will satisfy the requirements of Exhibit C and that the air distribution system serving the Premises is properly balanced in accordance with the design intent as set forth in Exhibit C and the Working Drawings, and (v) Landlord has provided Tenant with the certificates of insurance required by Section 8.2.

Notwithstanding that Landlord may have met all of the requirements set forth in the preceding paragraph for establishing the Date of Occupancy, the Date of Occupancy shall not be deemed to have occurred prior to the Completion Date set forth in Section 4.3 unless Tenant has actually taken possession of the Premises and has begun to use the Premises for any or all of the Permitted Uses prior to said date. Tenant agrees to execute a letter to the Landlord confirming the Date of Occupancy within ten (10) business days after the Date of Occupancy has occurred.

3.3 Tenant's Entry Prior to Term Without Charge

With the prior approval of Landlord, Tenant may enter the Building and Premises prior to the Date of Occupancy without payment of any additional sums in order to install telephone equipment, cabling, furniture and fixtures, and to otherwise prepare the Premises for occupancy by Tenant. Landlord will not withhold or delay such approval, provided Tenant coordinates its work with the construction of Landlord's Improvements and any other work being performed by Landlord in the Building so as not to interfere with or increase the cost of such work of Landlord or delay the Completion Date. As a condition of granting such approval, Landlord may require that Tenant and its contractors be accompanied by a representative of Landlord, and Tenant agrees on behalf of itself and its contractors to comply with any and all reasonable directions given by said representative of Landlord.

In order to assist Tenant with Tenant's preparation, move into and occupancy of the Premises, Landlord shall provide Tenant and Tenant's agents and contractors with all information concerning the Building's structure, systems, utilities, equipment and services reasonably required by Tenant. Such information shall be provided within reasonable promptness following a request by Tenant, whether before or after commencement of the Lease Term.

ARTICLE IV: IMPROVEMENTS BY LANDLORD

4.1 Landlord's Improvements

Landlord, at its sole cost and expense (except as otherwise specifically provided in this Lease), shall furnish all labor and materials necessary to construct the Premises and to make any and all improvements or alterations to the Building and exterior areas required by the Schematic Space Plan attached hereto as Exhibit B, the Specifications for the Premises attached hereto as Exhibit C, and all other terms and conditions of this Lease. All such alterations and improvements to be made by Landlord in or about the Premises are hereafter referred to as the "Landlord's Improvements".

4.2 Working Drawings

Landlord shall cause to be prepared at Landlord's sole cost and expense drawings, specifications and general requirements (hereafter referred to collectively as "Working Drawings") for all of the Landlord's Improvements which shall fix and describe the location, dimensions and character of the Landlord's Improvements and shall conform in all respects to the Schematic Space Plan attached hereto as Exhibit B, the Specifications for the Premises attached hereto as Exhibit C, and all other terms and conditions of this Lease. Without limiting the foregoing, each of the requirements designated below shall apply to the Working Drawings:

- The Working Drawings shall be prepared and stamped by an architect licensed in the Commonwealth of Massachusetts, as required by code.

The Working Drawings shall specifically include, at a minimum:

- Floor plans indicating room and corridor locations, column locations, partition layout, door and window locations and structural modifications.
- Electrical and telephone/data cabling plans, indicating outlets, jacks, devices and panels.
- Reflected ceiling plan indicating lighting, HVAC supply and return grilles and fire protection devices.
- HVAC plans indicating size and location of all equipment, piping, ductwork, supply and return grilles, convectors and radiators.
- Finish schedules and legend of materials, abbreviations and symbols.
- Fire protection plans.
- Plumbing plans.

The Working Drawings shall be subject to the prior written approval of Tenant. Within _____ weeks after Tenant delivers a fully executed copy of this Lease to Landlord, Landlord shall submit the Working Drawings to Tenant with a transmittal letter (i) identifying the Premises and User Agency, (ii) listing each document comprising the Working Drawings submitted by Landlord, and (iii) requesting Tenant's approval thereof. Within ten (10) working days after receipt of the Working Drawings, Tenant shall either approve the Working Drawings in writing or notify Landlord in writing of disapproval, specifying in what respects the Working Drawings are not in conformity with the requirements of this Lease. If Tenant fails to notify Landlord of disapproval within said time period, the Working Drawings shall be deemed approved by Tenant.

In the event of disapproval of the Working Drawings by Tenant, Landlord shall, within ten (10) working days after such notice is given, submit new or corrected Working Drawings to Tenant. The re-submission shall be subject to review and approval by Tenant in accordance with the procedure provided herein for an original submission until Working Drawings have been fully approved by Tenant. Upon Tenant's full approval of the Working Drawings, the Working Drawings shall be deemed incorporated into and made a part of this Lease for all purposes.

The Working Drawings shall, at all times, remain in conformity with good design practice, the requirements of Exhibits B and C and all other terms and conditions of this Lease. Without limiting the foregoing, Landlord shall not make any change in the Working Drawings after their approval by Tenant that will, in any manner, reduce the utility, lower the quality or affect the appearance of all or any part of Landlord's Improvements, increase Tenant's cost to use and occupy the Premises, or interfere with Tenant's ability to use and occupy the Premises. Landlord shall submit any proposed change in the Working Drawings to Tenant at least three (3) business day prior to implementing such change. Any material change in the Working Drawings shall require Tenant's approval, which approval shall be given only if the Working Drawings, as changed, remain in conformity with Exhibits B and C, good design practice and all other terms and conditions of this Lease. Landlord shall request and Tenant shall approve proposed changes in the Working Drawings in accordance with the procedure provided herein for an original submission.

Notwithstanding any other provision of this Lease, in the event Tenant shall request changes to the Working Drawings or the Landlord's Improvements which shall cause an increase in the Rent or require Tenant to pay any additional sums to Landlord or its contractors, no such changes shall be made and Tenant shall have no liability for any costs incurred by Landlord or any other party in connection therewith, unless and until a written amendment to this Lease specifying such change and the additional Rent or other payment to be made by Tenant is executed by Landlord and Tenant.

It is understood and agreed that Landlord and its architects and engineers shall be fully and completely responsible for all aspects of the design, engineering and construction of the Landlord's Improvements. No comments on or approval by Tenant of the Working Drawings or any other advice or opinions provided by Tenant concerning the design or construction of the Landlord's Improvements shall render Tenant responsible for the design, engineering or construction of the Landlord's Improvements or invest Tenant with any responsibility for defects therein or other Building conditions.

The Working Drawings shall be subject to the prior written approval of Tenant. Within _____ weeks after Tenant delivers a fully executed copy of this Lease to Landlord, Landlord shall submit the Working Drawings to Tenant with a transmittal letter (i) identifying the Premises and User Agency, (ii) listing each document comprising the Working Drawings submitted by Landlord, and (iii) requesting Tenant's approval thereof. Within ten (10) working days after receipt of the Working Drawings, Tenant shall either approve the Working Drawings in writing or notify Landlord in writing of disapproval, specifying in what respects the Working Drawings are not in conformity with the requirements of this Lease. If Tenant fails to notify Landlord of disapproval within said time period, the Working Drawings shall be deemed approved by Tenant.

In the event of disapproval of the Working Drawings by Tenant, Landlord shall, within ten (10) working days after such notice is given, submit new or corrected Working Drawings to Tenant. The re-submission shall be subject to review and approval by Tenant in accordance with the procedure provided herein for an original submission until Working Drawings have been fully approved by Tenant. Upon Tenant's full approval of the Working Drawings, the Working Drawings shall be deemed incorporated into and made a part of this Lease for all purposes.

The Working Drawings shall, at all times, remain in conformity with good design practice, the requirements of Exhibits B and C and all other terms and conditions of this Lease. Without limiting the foregoing, Landlord shall not make any change in the Working Drawings after their approval by Tenant that will, in any manner, reduce the utility, lower the quality or affect the appearance of all or any part of Landlord's Improvements, increase Tenant's cost to use and occupy the Premises, or interfere with Tenant's ability to use and occupy the Premises. Landlord shall submit any proposed change in the Working Drawings to Tenant at least three (3) business day prior to implementing such change. Any material change in the Working Drawings shall require Tenant's approval, which approval shall be given only if the Working Drawings, as changed, remain in conformity with Exhibits B and C, good design practice and all other terms and conditions of this Lease. Landlord shall request and Tenant shall approve proposed changes in the Working Drawings in accordance with the procedure provided herein for an original submission.

Notwithstanding any other provision of this Lease, in the event Tenant shall request changes to the Working Drawings or the Landlord's Improvements which shall cause an increase in the Rent or require Tenant to pay any additional sums to Landlord or its contractors, no such changes shall be made and Tenant shall have no liability for any costs incurred by Landlord or any other party in connection therewith, unless and until a written amendment to this Lease specifying such change and the additional Rent or other payment to be made by Tenant is executed by Landlord and Tenant.

It is understood and agreed that Landlord and its architects and engineers shall be fully and completely responsible for all aspects of the design, engineering and construction of the Landlord's Improvements. No comments on or approval by Tenant of the Working Drawings or any other advice or opinions provided by Tenant concerning the design or construction of the Landlord's Improvements shall render Tenant responsible for the design, engineering or construction of the Landlord's Improvements or invest Tenant with any responsibility for defects therein or other Building conditions.

4.3 Completion Date; Tenant Delays; Standard for Substantial Completion

Subject to Tenant Delays, as hereafter defined, and Force Majeure Causes (as defined in Section 15.1) as hereafter set forth, all of Landlord's Improvements shall be substantially completed and the Premises made available for Tenant's occupancy within _____ weeks after delivery of a fully executed copy of this Lease to Landlord (the "Completion Date"). If at any time it appears that this deadline will not be met, Landlord shall notify Tenant immediately in writing. Such notice shall advise Tenant of the reasons for such delay and of the new projected Completion Date.

In the event the Completion Date is delayed due to Force Majeure Causes, then the Completion Date set forth above, as it may be amended from time to time, shall be extended by the actual number of days the Completion Date was delayed as a result of such Force Majeure Causes, but in no event shall such extension of the Completion Date for Force Majeure Causes exceed one hundred and fifty (150) days in the aggregate without Tenant's consent, which consent may be withheld by Tenant for any reason or for no reason.

In the event the Completion Date is delayed due to a Tenant Delay, then the Completion Date set forth above, as it may be amended from time to time, shall be extended by the actual number of days the Completion Date was delayed by such Tenant Delay. For the purposes of this Lease, the term "Tenant Delay" shall mean any delay in the Completion Date that is directly and primarily caused by any of the following acts or omissions of Tenant, provided such act or omission has continued for a period of more than two (2) business days after receipt of notice from Landlord that such act or omission is likely to cause a delay in the Completion Date (such notice to be sent to Tenant in an envelope bearing the following notice on the outside in bold-face type: NOTICE OF TENANT DELAY -- OPEN IMMEDIATELY):

- (a) Tenant's request for special work not included in the Working Drawings previously approved by Tenant or otherwise required by this Lease; or
- (b) Tenant's request for a change in the Working Drawings previously approved by Tenant; or
- (c) Delays in the delivery, installation or completion of any work performed by Tenant or Tenant's contractors; or
- (d) Any failure by Tenant to perform any of its obligations under this Lease.

In the event the Completion Date is extended for any Tenant Delay pursuant to the preceding paragraph, the Completion Date shall nevertheless be deemed to have occurred earlier than the actual date thereof by the aggregate length of all Tenant Delays. The extension of the Completion Date for Tenant Delays as provided in the preceding paragraph and the provisions of the preceding sentence shall be Landlord's sole and exclusive remedies for Tenant Delays, notwithstanding the provisions of Section 16.8 or any other provisions of this Lease.

The Landlord's Improvements shall be considered substantially completed for the purposes of this Lease only when (i) Landlord has performed the work required to be performed by Landlord in the Working Drawings approved by Tenant, including complete installation of all structural

and mechanical elements, walls, partitions, windows, floor and ceiling coverings, wiring, fixtures, life-safety systems, decorations, paint, and exterior improvements, with only Punchlist Items excepted, (ii) the water supply, sewage, heating, ventilating, air conditioning, and electric facilities are available to Tenant in accordance with the obligations assumed by Landlord under this Lease, (iii) the Premises are free of debris and construction materials, are in a usable and habitable condition, and have been cleaned by Landlord.

Subject to Tenant Delays and Force Majeure Causes only, Landlord shall cause Landlord's Improvements to be completed in accordance with the Construction Schedule annexed hereto as Exhibit D. Landlord shall keep Tenant apprised of the progress of the work to be performed by Landlord hereunder. In the event there is any delay in the progress of the work of five (5) days or more, Landlord shall notify Tenant of such delay immediately regardless of whether Landlord anticipates that such delay shall cause a delay in the Completion Date. Said notice shall advise Tenant of all changes or adjustments in the Construction Schedule, the cause thereof, and the corrective efforts, if any, made or to be made by Landlord.

If for reasons other than Tenant Delays or Force Majeure Causes the Landlord's Improvements are not substantially completed and the Premises made available for Tenant's occupancy by the Completion Date as it may have been extended, and notwithstanding termination of this Lease by Tenant as hereinafter provided, Landlord shall pay to Tenant any and all costs, fees and expenses which Tenant incurs as a result of such delay, including, without limitation, necessary additional moving and storage costs, expenses incurred to find other temporary space, and any cost difference between Tenant's rental rate under this Lease and the rent it incurs during the period of delay by Landlord.

In the event the Landlord's Improvements are not substantially completed by Landlord within sixty (60) days after the Completion Date, as it may be extended for Tenant Delays, Force Majeure Causes or otherwise by agreement of Landlord and Tenant, Tenant may, at its sole option, terminate this Lease. The termination of this Lease by Tenant hereunder shall not relieve Landlord of its obligation to pay Tenant any and all costs, fees and expenses which Tenant may incur as a result of Landlord's delay in making the Premises available for occupancy by Tenant as provided in the preceding paragraph, nor shall such termination limit any claim for damages to which Tenant may be lawfully entitled by reason of Landlord's failure to perform its obligations hereunder.

Notwithstanding Tenant's consent to any extension of the Completion Date, all Punchlist Items shall be completed promptly by Landlord, and in no event shall such items be completed later than thirty (30) days after the Date of Occupancy. For the purposes of this Lease, the term "Punchlist Items" shall mean only minor and insubstantial details of decoration or mechanical adjustment which shall not impair Tenant's ability to use and occupy the Premises in accordance with the terms of this Lease. On or before the Date of Occupancy Landlord and Tenant shall conduct a walk-through of the Premises and shall identify in writing all Punchlist Items to be completed by Landlord.

The construction of the Landlord's Improvements shall be (i) coordinated with any work being performed by the Tenant provided such coordination will not materially interfere with Landlord's construction schedule, delay the Completion Date or increase the cost of Landlord's Improvements, (ii) completed in accordance with the approved Working Drawings and in a good and workmanlike manner, (iii) performed and completed in compliance with all applicable

laws, ordinances, codes and regulations, and (iv) performed and completed at Landlord's sole expense, including the cost of all design work, materials, labor, and state and local permits. No approval by Tenant of any Working Drawings or changes in Working Drawings, whether expressly given or resulting from Tenant's inaction, shall be construed as a waiver of any of the requirements of this paragraph.

4.4 Tenant's Representative

Tenant has designated the individual(s) named in Section 1.1 as Tenant's Representative, with full power and authority to make decisions on behalf of Tenant with respect to matters pertaining to the design and construction of the Landlord's Improvements, except that Tenant's representative shall have no authority whatsoever to alter, waive or modify any of the provisions of this Lease (which may only be done in accordance with the provisions of Section 16.1). All Working Drawings and any requests for changes or modifications thereto shall be delivered to Tenant's Representative. Tenant's approval or disapproval of the Working Drawings and all other decisions relating to the Landlord's Improvements shall be communicated to Landlord by Tenant's Representative, or his/her successor, and Landlord shall rely only upon communications received from such individuals, unless otherwise notified by Tenant in writing.

ARTICLE V: LANDLORD'S COVENANTS

5.1 Ownership; Signatory Authority; Debarment; Pending Proceedings

Landlord warrants and represents that it has record title to the property of which the Premises are a part, and that there are no encumbrances affecting the Premises or Building that would prohibit or interfere with the construction of the Landlord's Improvements or the use of the Premises for the Permitted Uses.

Landlord warrants and represents that the execution of this Lease has been duly authorized and that the person or persons executing this Lease on behalf of Landlord have full authority to do so.

Landlord warrants and represents that it is not debarred or suspended from contracting with the Commonwealth of Massachusetts under any applicable debarment statute or regulation.

Landlord warrants and represents that it knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Landlord or its properties wherein any unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Lease or Landlord's ability to carry out its obligations hereunder.

5.2 Delivery of Premises; Compliance with Law

Landlord warrants and represents that it shall deliver the Premises to Tenant in good, clean and rentable condition and otherwise in accordance with the terms and conditions of this Lease, and that the construction of the Landlord's Improvements and Building common areas to which Tenant has appurtenant rights, and the use of the Premises by Tenant for the Permitted Uses shall be in full compliance with (i) all applicable overleases, (ii) all requirements of Landlord's mortgages and insurance policies, (iii) all laws, ordinances, codes and regulations (including,

without limitation, those pertaining to handicapped accessibility) of governmental authorities with jurisdiction, and (iv) all regulations of the Board of Fire Underwriters or any similar insurance rating body or bodies.

If at any time any governmental authority with jurisdiction or the Board of Fire Underwriters or any similar insurance rating body shall notify Landlord or Tenant that all or any part of the Premises or Building is not constructed or maintained in compliance with any applicable law, ordinance, code or regulation, and shall demand compliance, then Landlord shall, upon receipt of such notification, promptly cause such repairs, alterations or other work to be done so as to bring about the compliance demanded. Landlord may defer compliance so long as the validity of any such law, order or regulation shall be contested in good faith by Landlord and by appropriate legal proceedings, provided that such failure to comply shall in no way interfere with Tenant's use of the Premises for the Permitted Uses, or subject Tenant or its employees or invitees to any increased risk of injury to their persons or property, or adversely affect any other right of the Tenant under this Lease, or impose any additional obligation upon the Tenant.

5.3 Quiet Enjoyment

The Landlord hereby warrants and covenants that so long as there has not occurred an Event of Default (as defined in Section 9.1) by Tenant under this Lease, Tenant shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of the Landlord or any other person(s) for whose actions the Landlord is legally responsible, or by any person claiming by, through or under Landlord.

The Landlord or its agents may, at reasonable times and without unreasonably interfering with Tenant's use, occupancy and enjoyment of the Premises, enter the Premises to make repairs or to view the Premises. Landlord shall give Tenant a minimum of forty-eight (48) hours notice for such visits (which notice may be given by "FAX" in the case of minor repairs taking one day or less to complete or to view the Premises); provided, however, that Landlord may enter the Premises at any hour and without forty-eight (48) hours notice in the case of an emergency affecting the Premises.

Landlord may enter to show the Premises to prospective tenants only during the last six (6) months of the Lease Term. Landlord shall notify Tenant (which notice may be given by "FAX") at least twenty-four (24) hours prior to showing the Premises to prospective purchasers, tenants or other parties.

5.4 Correction of Defective Work; Repair of Premises and Building

During the entire Lease Term Landlord shall promptly remedy, repair or replace any defective aspects of Landlord's Improvements which appear after the Date of Occupancy ("Latent Defects").

Subject to Landlord's obligation to correct Latent Defects, Landlord shall keep and maintain the Premises, including, without limitation, all equipment and fixtures furnished by Landlord as part of the Landlord's Improvements (whether located within or outside of the Premises) in such good repair, order and condition as the same are at the beginning of the Term of this Lease, reasonable wear and tear, damage caused by fire or casualty (except as provided in Section 7.1) and damage caused by the negligence, breach of this Lease or willful misuse of Tenant excepted. Without limiting the foregoing, but subject to any additional or limiting provisions of Exhibit C,

Landlord's obligations hereunder shall include repair of broken glass, doors, floor coverings, interior walls and partitions, ceiling tiles, plumbing and lighting fixtures, locks, fire protection equipment, heating, ventilation and air conditioning equipment and cabling.

Landlord shall make such repairs to the roof, foundation, exterior walls, floor slabs, and common areas and facilities of the Building, including finishes, as may be necessary to keep them in good condition consistent with the quality of similar buildings in the same general locality.

Routine repairs to the Premises or to any of Landlord's Improvements outside of the Premises shall be made by Landlord within five (5) business days after Landlord discovers or is notified by Tenant of the condition requiring repair, or within such shorter time period as may be required by applicable law, code or regulation. As used herein the term "routine repairs" shall mean any repair that is not an "emergency repair" as defined in the next paragraph.

Emergency repairs to the Premises, Landlord Improvements or any other portion of the Building shall be made immediately upon notice to Landlord or its authorized representative of the condition requiring repair. As used herein, the term "emergency repair" shall mean any repair or replacement that is required to remove an immediate threat to the life, health, or safety of persons or property upon the Premises or the appurtenant areas described in Section 2.1.

All repairs by Landlord shall be completed (i) at Landlord's sole cost and expense except as provided in Section 6.2, (ii) in a good and workmanlike manner, (iii) with respect to repairs of the Premises and Landlord's Improvements only, with materials of equal or better quality than the original, and (iv) in compliance with all applicable laws, ordinances, codes and regulations.

In (i) scheduling and carrying out the repairs required by this Lease, (ii) making any optional repairs, alterations or improvements to the Building or Premises, and (iii) performing routine maintenance of Building systems, fixtures or equipment, Landlord shall make all reasonable efforts to minimize interference with Tenant's access to and use of the Premises. In the event any such repairs or maintenance by Landlord shall cause Tenant to be deprived of the use or quiet enjoyment of all or any material portion of the Premises for a period of more than two (2) consecutive business days, the Rent for each succeeding day shall be abated in proportion to the deprivation, unless said repairs or maintenance are required due to damage caused by the negligence, breach of this Lease or willful misconduct of Tenant or its agents or contractors.

5.5 Delivery of Services and Utilities

Landlord shall furnish janitorial and other services, utilities, facilities and supplies as set forth in Exhibit C.

5.6 Hazardous Substances

Landlord represents that it has no knowledge of and has not received any notice of the current or past existence of any materials currently considered to be Hazardous Substances existing, deposited or discharged on or from, or transported to, from or across or migrating toward or across the Premises. For purposes of this Lease, Hazardous Substances shall mean (i) any "hazardous substances", "hazardous material", "toxic substance", "hazardous waste" or "solid waste" as such terms are presently defined in the Comprehensive Environmental Response and Liability Act of 1980, as amended from time to time (42 U.S.C. 9601 et seq.) and the regulations thereunder, and the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.); (ii) any

additional substances or materials which are hereafter incorporated in or added to the definition of "hazardous substances" for the purposes of such laws; (iii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iv) any hazardous waste or solid waste as defined in the Resource Conservation and Recovery Act of 1976 as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C.A. 6901 et seq.); (v) any material, waste or substance which is (A) petroleum, (B) asbestos or asbestos containing materials, (C) poly chlorinated biphenyls, (D) urea-formaldehyde ("UFFI") or UFFI-containing material, (E) radon, (F) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. 1251 et seq.), or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317); (G) flammable explosives; or (F) radioactive materials; and (vi) any additional substances or materials which are now or hereafter considered to be "hazardous substances", "hazardous materials", "toxic substances", "hazardous wastes", or "solid wastes" or regulated substances or materials under (including, without limitation, any asbestos containing materials) under any state, Federal or local law, rule or regulation governing health, safety, natural resources or the environment relating to the Premises, including, without limitation, Chapter 21E of the Massachusetts General Laws (Massachusetts Oil and Hazardous Materials Release and Prevention Act) and the definitions of oil and/or hazardous materials promulgated thereunder, Chapter 21C of the M.G.L., and hazardous and inflammable substances regulated under M.G.L. Chapter 148. All of the foregoing statutory references are to such statutes which are currently in effect and as may be hereafter modified, amended or supplemented.

Landlord agrees that it shall not cause or permit any materials which at the time are Hazardous Substances to be used, generated, stored or disposed of on, under or about, or transported to, from or across the Premises, or to migrate toward the Premises, provided, however, that this shall not (i) prohibit Landlord from permitting other tenants of the Building from using Hazardous Substances on the same terms and conditions as are applicable to Tenant hereunder, or (ii) prohibit Landlord and its contractors from using necessary amounts of cleaning fluids, pesticides, gasoline, solvents or similar supplies necessary to carry out its construction, repair and maintenance obligations hereunder which may constitute Hazardous Substances, provided that such use, including storage and disposal thereof, by Landlord is in compliance with the manufacturer's instructions and recommendations for the safe use of such products and all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment, safety or any Hazardous Substance now or hereafter in effect.

Landlord shall promptly take or cause others to take all actions that may be necessary to assess, remove or remediate all Hazardous Substances on, under or migrating toward the Premises or Building (unless generated by Tenant), as and to the extent required by all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance now or hereafter in effect. Landlord shall also take all actions required to prevent such Hazardous Substances from causing injury or damage to Tenant and its employees, agents, contractors and invitees, or, if injury or damage cannot be prevented, to minimize such injury or damage to the greatest extent possible.

Landlord shall indemnify, save harmless and defend Tenant from all liability, claim or cost (including reasonable costs of legal counsel and response costs as defined under CERCLA) resulting directly or indirectly from any Hazardous Substances (i) on or under the Premises or

the Building prior to the Date of Occupancy, or (ii) after such date with respect to Hazardous Substances released or placed on or under the Premises or the Building by Landlord, its employees, agents, independent contractors, or invitees (which shall include, for the purposes of this Section, any other tenant of the Building, but only if Landlord knowingly permits such tenant to carry out activities involving Hazardous Substances in breach of Landlord's obligations in the preceding paragraph.) This indemnity shall survive termination of this Lease. Tenant shall, promptly upon discovery thereof, notify Landlord of any facts or circumstances which may give rise to any claim by Tenant hereunder.

ARTICLE VI: TENANT'S COVENANTS

6.1 Use of Premises

Tenant shall use the Premises only for the Permitted Uses set forth in Section 1.1, provided, however, that Tenant may use the Premises for other purposes if such use (i) is consistent with the other tenant uses of the Building, (ii) will not materially increase the amount of visitor or employee traffic to and from the Premises, (iii) will not materially increase Landlord's cost to provide the services (including, without limitation, repairs and maintenance of the Premises and Building) required by this Lease or any other services currently provided to the tenants of the Building, and (iv) is otherwise consistent with all other obligations of Tenant under this Lease.

Tenant shall not cause or permit any nuisance in the Building and shall not conduct any activity within the Premises or Building that will interfere with the rights of other tenants or occupants of the Building.

Tenant covenants and agrees that Tenant will not do or permit anything to be done in or upon the Premises or Building or bring anything thereon which shall increase the rate of insurance on the Premises or Building above the standard rate applicable to Premises occupied for the Permitted Uses or which shall void such insurance. Tenant further agrees that in the event Tenant shall do any of the foregoing, Tenant shall promptly pay to Landlord, on demand, any such increase resulting therefrom, which shall be due and payable as additional Rent hereunder, or Tenant shall cease all activities which cause the increase in insurance premiums or the voiding of the insurance, as the case may be.

6.2 Care of Premises

Tenant shall not injure, deface or commit waste in the Premises or any part of the Building. Tenant shall exercise reasonable care to ensure that all systems, fixtures and equipment installed by Landlord are used only for their intended purposes and that the electrical, mechanical and structural systems of the Building and Premises are not overloaded. Tenant shall notify Landlord promptly of any damage to the Premises, malfunction of a system or fixture, or any other condition that requires repair by Landlord.

6.3 Hazardous Substances

Tenant agrees that it shall not cause or permit any Hazardous Substances (as defined in Section 5.6) to be used, generated, stored or disposed of on, under or about, or transported to, from or across the Premises.

Nothing herein shall prohibit Tenant from using minimal quantities of cleaning fluid and office or household supplies which may constitute Hazardous Substances, but which are customarily present in and about premises devoted to the Permitted Uses, provided that such use, including storage and disposal thereof, by Tenant is in compliance with all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance now or hereafter in effect.

In the event Tenant, its employees, agents, independent contractors or invitees, causes the release or threatened release of Hazardous Substances from the Premises, Tenant shall promptly notify Landlord and Tenant shall, without cost to Landlord, take such action or cause others to take such action as may be necessary to assess, remediate or remove such Hazardous Substances as and to the extent required by all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance now or hereafter in effect.

6.4 Compliance With Applicable Laws and Removal of Liens

Tenant shall comply with all laws, orders and regulations of federal, state, county and city authorities and with any of Landlord's rules and regulations which may be set forth in this Lease (or which Landlord may hereafter establish, provided same do not conflict with the provisions of this Lease). Tenant may defer compliance so long as the validity of any such law, order or regulation shall be contested in good faith by Tenant and by appropriate legal proceedings, if Tenant first gives Landlord appropriate assurance reasonably satisfactory to Landlord against any loss, cost or expense on account thereof, and provided such contest shall not subject Landlord to criminal penalties or civil sanctions, loss of property, liens against property, or civil liability. Tenant shall not cause or allow any liens of any kind to be filed against the Premises. If any liens are so filed, then Tenant shall, within fifteen (15) days after receiving written notice of such lien, at its sole cost and expense take whatever action is necessary to cause such lien to be released of record without cost to Landlord.

6.5 Assignment and Subleasing

Tenant shall not assign, sublet, mortgage, pledge or encumber (collectively referred to as "Transfer") this Lease without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Without limiting the foregoing, Landlord and Tenant agree that Landlord may withhold its consent to any proposed Transfer to a Transferee who, by reputation, financial strength or expected use is not comparable to other types of tenants in the Building or is not deemed by Landlord, in its reasonable business judgment, to be an acceptable credit risk. Any transferee shall, by valid written instrument, expressly assume for itself and its successors and assigns, and for the benefit of Landlord, all of the obligations of Tenant under this Lease. Following such transfer, Tenant shall have no further obligations of Tenant hereunder.

Any request by Tenant for Landlord's consent to a Transfer shall include (i) the name of the proposed Transferee; (ii) the nature of its business and proposed use of the Premises; (iii) complete information as to the financial conditions and standing of the proposed Transferee; and (iv) the terms and conditions of the proposed Transfer. Tenant shall promptly supply such

additional information about the proposed Transfer and Transferee as the Landlord reasonably requests. Landlord shall also have the right to meet and interview the proposed Transferee.

Landlord shall advise Tenant in writing whether or not it consents to a proposed Transfer within thirty (30) days of receiving Tenant's request for such consent. In the event such consent is withheld, Landlord shall specify the reasons therefore. If Landlord fails to so notify Tenant within said time period, Landlord shall be deemed to have given its consent to the proposed Transfer.

Consent by Landlord, whether express or implied, to any Transfer shall not constitute a waiver of Landlord's right to prohibit any subsequent Transfer.

As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of the Tenant's interest in the Lease by operation of law.

Notwithstanding any contrary provisions of this Section 6.5, in connection with any proposed Transfer, Landlord shall have an option to cancel and terminate this Lease if the request is to assign the Lease or to sublet more than eighty percent (80%) of the Premises; or, if the request is to sublet a portion of the Premises only, to cancel and terminate this Lease with respect to such portion of the Premises for the proposed term of the sublease. Landlord shall exercise said option in writing within thirty (30) days of receiving Tenant's request for Landlord's consent to a proposed Transfer, and in each case such cancellation or termination shall occur as of the effective date of the proposed Transfer. In such event, Landlord shall be permitted to enter into a direct lease with the proposed Transferee. Landlord acknowledges and agrees that the use or occupation of all or part of the Premises by an agency of state government other than the User Agency named in Section 1.1 or the transfer of the User Agency's obligations under this Lease from the jurisdiction of the User Agency named in Section 1.1 to another agency of state government, shall not be a Transfer (and, therefor, shall not require Landlord's prior written consent) provided that the Premises continue to be used for the Permitted Uses as set forth in Sections 1.1 and 6.1. Nevertheless, Tenant shall advise Landlord in writing if any agency of state government other than the User Agency named in Section 1.1 shall occupy all or any portion of the Premises or if there is a transfer of such User Agency's obligations under this Lease to the jurisdiction of another agency of state government.

6.6 Alterations and Additions

Tenant may make non-structural alterations or additions to the Premises ("Tenant Alterations") provided that Tenant shall first obtain the Landlord's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. Without limiting the foregoing, Landlord may withhold its consent to any proposed Tenant Alterations that would violate any law, ordinance, code or regulation of governmental authorities with jurisdiction or any regulation of the Board of Fire Underwriters or any similar insurance rating body or bodies, or which would materially and adversely affect the appearance or value of the Building or the mechanical, electrical, sanitary or other systems of the Building.

As a condition to giving its consent to any Tenant Alterations, Landlord may require that all or a portion of such Tenant Alterations be removed by Tenant at the expiration or earlier termination of this Lease, provided that Landlord shall designate all such items to be removed at the time Landlord gives its consent.

As a further condition for its consent, Landlord may require that, prior to the commencement of the work, Tenant submit to Landlord for its approval plans and specifications that reasonably fix and describe all of the proposed Tenant Alterations. Landlord agrees to review Tenant's plans and specifications and to advise Tenant in writing of approval or disapproval within ten (10) business days after submission. In the event of disapproval, Landlord shall advise Tenant of the reasons therefor and of the changes necessary to obtain Landlord's approval. If Landlord fails to notify Tenant of disapproval within said time period, Tenant's plans and specifications shall be deemed approved.

All such Tenant Alterations shall be (i) done at reasonable times and in such manner so as not to unreasonably disturb other tenants of the Building, (ii) completed in accordance with any plans and specifications approved by Landlord and in a good and workmanlike manner, with materials in quality at least equal to the then present construction, (iii) performed by contractors approved by Landlord, provided that Landlord's approval shall not be required for any contractors selected by Tenant pursuant to applicable public bidding laws of the Commonwealth of Massachusetts, (iv) performed and completed in compliance with all applicable laws, ordinances, codes and regulations of governmental authorities and regulations of the Board of Fire Underwriters or any similar insurance body or bodies, and (v) performed and completed at Tenant's sole expense, including the cost of all design work, materials, labor, and state and local permits. No approval by Landlord of any plans and specifications or changes in plans and specifications, whether expressly given or resulting from Landlord's inaction, shall be construed as a waiver of any of the requirements of this paragraph.

At all times during the construction of any Tenant Alterations, Tenant shall cause its contractors and any subcontractors to maintain workers compensation insurance covering the persons employed in connection with such Tenant Alterations as required by law and, if the estimated construction cost of such Tenant Alterations exceeds \$25,000, to secure and maintain (i) commercial general liability insurance for the mutual benefit of Landlord and Tenant with limits reasonably established by Landlord to protect against the risks or nature of the construction to be undertaken or customarily carried in connection with similar work undertaken in buildings similar to the Building in the same locality, and (b) such builders risk insurance protecting the interests of Landlord and Tenant against damage resulting from such Tenant Alterations in amounts deemed reasonably necessary by Landlord. Tenant shall not permit Tenant's contractors or any subcontractor to commence any work until all required insurance coverage has been obtained and certificates evidence such coverage have been delivered to and approved by Landlord. Each insurance policy shall be with a company authorized to do business in Massachusetts and shall provide that Landlord shall be given at least twenty (20) days prior, written notice of any alteration or termination of coverage.

Landlord shall have the right to inspect the work as it progresses and to require Tenant to remove any Tenant Alterations that do not conform to the approved plans and specifications. Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant and shall promptly cause any such lien to be released of record without cost to Landlord.

All Tenant Alterations shall remain the exclusive property of the Tenant until the Tenant vacates the Premises. The Tenant may at any time, at its sole option, remove any such Tenant Alteration and restore the Premises to the same conditions as prior to such Tenant Alteration, reasonable wear and tear and damage by fire or other casualty excepted. Any such Tenant Alterations

remaining upon the Premises after Tenant vacates the Premises shall become the property of Landlord without payment.

6.7 Yield Up at Termination of Lease

Tenant shall, at the expiration or other termination of this Lease, remove all Tenant's effects from the Premises. Tenant shall surrender and deliver up the Premises to Landlord in the condition in which Tenant is required to maintain the same as set forth in this Lease, reasonable wear and tear and damage by fire or other casualty excepted. Any personal property of Tenant remaining upon the Premises after Tenant has surrendered possession of the Premises shall become the property of Landlord. If Landlord removes and disposes of such property, Tenant agrees to pay the reasonable costs thereof, less any salvage value actually recovered by Landlord, provided such claim is submitted to Tenant in writing within thirty (30) days after Tenant vacates the Premises.

ARTICLE VII: CASUALTY; EMINENT DOMAIN

7.1 Damage by Fire or Other Casualty

If the Premises or any other portion of the Building to which Tenant has appurtenant rights under Section 2.1 (and which is necessary for reasonable access to or egress from the Premises or for Tenant's use and enjoyment of the Premises as contemplated by this Lease) shall be damaged by fire or other casualty, then, subject to the next paragraph of this Section, Landlord shall proceed with diligence to establish and collect all valid claims which may have arisen against insurers based upon any such damage and, subject to the then applicable building codes, zoning ordinances and other legal requirements, Landlord shall proceed with diligence to repair such damage or destruction and restore the Premises and Building as nearly as practicable to their condition prior to such casualty at Landlord's sole expense (but, provided Landlord has maintained the casualty insurance required by this Lease, only to the extent of insurance proceeds made available to Landlord by its insurers and any mortgagee of the Building). Notwithstanding the forgoing, Landlord shall have no duty to repair any damage to any Tenant Alterations unless the damage thereto was caused by the negligence, breach of this Lease or willful misconduct of Landlord.

Notwithstanding the preceding paragraph, if either Landlord or Tenant shall determine in its reasonable business judgment that the damage to the Premises or the Building is of such a character that the same cannot, in accordance with the preceding paragraph, reasonably be expected to be repaired by Landlord within one hundred and fifty (150) days from the date of the fire or other casualty, then either Landlord or Tenant may terminate this Lease. Tenant may also elect to terminate this Lease if the Landlord, having notified Tenant of its intention to repair the damage to the Premises or Building as hereafter provided fails to complete such repairs within one hundred and fifty (150) days after such fire or other casualty.

The foregoing rights of Landlord and Tenant to terminate this Lease in the event of a fire or other casualty shall be subject to the following notice provisions. Within thirty (30) days after the occurrence of a fire or other casualty, Landlord shall notify Tenant of Landlord's election to terminate this Lease in accordance with the preceding paragraph. Tenant shall notify Landlord of Tenant's election to terminate the Lease in accordance with the preceding paragraph (i) within

thirty (30) days after the occurrence of a fire or casualty or (ii) within thirty (30) days after the expiration of the 150-day period given to Landlord to repair the Premises if this Lease has not been terminated and Landlord has failed to complete such repair within said 150-day period, as the case may be. Any such termination of the Lease by Landlord or Tenant shall be effective no earlier than thirty (30) days after the giving of notice of thereof. Unless terminated pursuant to the foregoing provisions, this Lease shall remain in full force and effect, subject, however, to other provisions of this Section.

If any damage to the Premises or Building or the repair thereof by Landlord shall (i) render any part of the Premises unfit for use and occupation by Tenant or otherwise materially interfere with Tenant's use and occupancy of the Premises, or (ii) cause a material cessation or reduction in the services to be provided by Landlord under this Lease (even if Tenant may continue to use and occupy the Premises), the Rent or a just proportion thereof shall be abated until the Premises and/or such services have been restored as required hereunder.

7.2 Condemnation-Eminent Domain

If all or any substantial part of the Premises or Building shall be taken for any public or quasi-public use under governmental law or by right of eminent domain ("Taking") this Lease shall terminate at the election of Landlord, which may be made notwithstanding that Landlord's entire interest in the Building may have been divested. Tenant may also elect to terminate this Lease if the Taking would materially interfere with Tenant's use and occupancy of the Premises (even if the Premises and Building are reconstructed by Landlord to the maximum extent practicable in the case of a partial Taking), or, in the case of a partial Taking, if (i) Tenant determines in its reasonable business judgment, that any reconstruction of the Premises and/or Building necessary for Tenant's use and occupancy of the Premises in accordance with the terms of this Lease cannot, in ordinary course, be expected to be completed by Landlord within one hundred and fifty (150) days from the date of the Taking, or (ii) Landlord, having elected not to terminate the Lease, fails to complete such reconstruction within one hundred and fifty (150) days after the Taking.

The foregoing rights of Landlord and Tenant to terminate this Lease in the event of a Taking shall be subject to the following notice provisions. Within thirty (30) days after a Taking of all or a substantial part of the Premises or Building, Landlord shall notify Tenant of Landlord's election to terminate the Lease in accordance with the preceding paragraph. Tenant shall notify Landlord of Tenant's election to terminate the Lease as provided hereunder within thirty (30) days after the Taking or within thirty (30) days after the expiration of the 150-day period given to Landlord to restore the Premises after a partial Taking if this Lease is not terminated and Landlord has failed to complete such restoration within said 150-day period, as the case may be. Any such termination of the Lease by Landlord or Tenant shall be effective no earlier than thirty (30) days after the giving of notice thereof. Unless terminated pursuant to the foregoing provisions, this Lease shall remain in full force and effect, subject, however to other provisions of this Section.

If Landlord does not elect to terminate this Lease after a Taking or if the Taking effects less than all or a substantial part of the Premises or Building, Landlord shall proceed with diligence to establish and collect all valid claims which may have arisen against the Taking authority or others and, subject to the then applicable building codes, zoning ordinances and other legal requirements, Landlord shall proceed with diligence to restore the Premises and Building, or

what remains thereof, as nearly as practicable to their condition prior to such Taking at Landlord's sole expense, subject, however, to the extent of the proceeds from the Taking.

If any Taking of the Premises or Building or the restoration thereof by Landlord shall (i) reduce the Usable Area of the Premises, (ii) render any part of the Premises unfit for use and occupation by Tenant or otherwise materially interfere with Tenant's use and occupancy of the Premises, or (iii) cause a material cessation or reduction in the services to be provided by Landlord under this Lease (even if Tenant may continue to use and occupy the Premises), the Rent or a just proportion thereof shall be abated until the Premises, or what remains thereof, and/or such services have been restored as required hereunder. In the case of a Taking which reduces the Usable Area of the Premises, interferes with Tenant's use and occupancy of the Premises, or materially diminishes Landlord services on a permanent basis, a just proportion of the Rent shall be abated for the remainder of the Term.

Landlord reserves all rights to any damages or compensation payable by reason of any Taking and Tenant grants to Landlord all of Tenant's rights to such damages or compensation and covenants to execute and deliver such further instruments as Landlord may from time to time request to obtain such damages or compensation, provided, however, that Tenant reserves for itself any award specifically reimbursing Tenant for moving or relocation expenses and any other award the payment of which does not diminish the amounts otherwise payable to the Landlord.

ARTICLE VIII: INDEMNIFICATION AND INSURANCE

8.1 Indemnification of Tenant by Landlord

Landlord shall indemnify, save harmless and defend Tenant from any and all liability, claim or cost arising in whole or in part out of any injury, loss, or damage to any person or property while on or within the Premises, Building or appurtenant areas if caused by any negligence, breach of this Lease or willful misconduct of Landlord or Landlord's employees, agents, contractors, servants or invitees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred by Tenant in connection with any such injury, loss or damage or any such claim, or any proceeding brought thereon or in defense thereof, including, but not limited to, reasonable legal fees and expenses charged by public or private counsel employed by Tenant. This indemnity shall survive termination of this Lease.

8.2 Insurance Coverage to be Maintained by Landlord

At all times subsequent to the Date of Occupancy and during the full Term of this Lease, Landlord shall, at its sole cost and expense, keep in force commercial general liability insurance insuring Landlord against all claims and demands for personal injury or damage to property which may be claimed to have occurred upon or about the Premises, Building or appurtenant areas. Said insurance shall be written on an occurrence basis to afford protection in an amount not less than \$2,000,000 combined single limit for personal and bodily injury and death and for property damage, with a so-called "broad form" endorsement and contractual liability coverage insuring the performance by Landlord of the indemnity agreement set forth in Section 8.1 of this Lease. Said insurance policy shall also name Tenant as an additional insured, but only if (i) Tenant occupies twenty percent (20%) of the tenanted portion of the Building using Landlord's

generally applicable standard of measurement, or (ii) the Usable Area of the Premises exceeds 20,000 square feet.

Landlord shall also maintain casualty insurance upon the Building (including all fixtures and equipment installed by Landlord and all alterations and additions made by Landlord) insuring Landlord against loss or damage caused by fire and other risks which are customarily comprehended by the term "all risk" in endorsements in insurance policies (with such additional endorsements as may be necessary to include coverage for vandalism and malicious conduct, floods, boiler explosion or similar water damage, earthquake, debris removal and demolition) in an amount equal to one hundred percent (100%) of the replacement cost of the Building and its fixtures and equipment.

All insurance policies required hereunder shall be taken out with insurers qualified to do business in the Commonwealth and shall have only such deductibles as are reasonable and customary.

On or before the Date of Occupancy, Landlord shall provide Tenant with certificates of insurance in a form reasonably satisfactory to Tenant for all policies of insurance required hereunder, and shall provide Tenant with a certificate evidencing renewal of each such policy at least twenty (20) days before the expiration thereof. In the event Tenant is named as an Additional Insured under Landlord's commercial general liability insurance policy pursuant to the first paragraph of this Section, said insurance policy shall also contain an endorsement providing that the policy may not be canceled, terminated, reduced or changed in any material respect without at least twenty (20) days' prior written notice to the Tenant.

8.3 Tenant's Self-Insurance

Landlord and Tenant acknowledge and agree that Tenant is self-insured and that Tenant is not required by this Lease to procure or maintain insurance of any kind for payment of damages to the Landlord or any other party. Notwithstanding any other provision of this Lease, but subject to the provisions of Section 13.1, Tenant's liability for injuries to persons or property shall be governed by the provisions of M.G.L. Chapter 258 or any successor statute.

8.4 Tenant's Personal Property: Assumption of Risk

All of the furnishings, equipment, effects and personal property of every kind and nature of Tenant and of all persons claiming by, through and under Tenant, which during the Term of this Lease may be on the Premises or in the Building shall be at the sole risk and hazard of Tenant except for damage thereto caused by the negligence, breach of this Lease or willful misconduct of Landlord. If the whole or any part of such personal property shall be destroyed or damaged by fire, water or other casualty, no part of such loss or damage is to be charged to or to be borne by Landlord, unless such loss or damage is due to the negligence, breach of this Lease or willful misconduct of Landlord.

ARTICLE IX: DEFAULT

9.1 Event of Default by Tenant

The following events shall be deemed to be "Events of Default" by Tenant under this Lease:

- (a) Tenant shall fail to pay when due any sum of money due Landlord hereunder, whether such sum be an installment of Rent or any other payment or reimbursement due Landlord by the terms of this Lease, and such failure shall continue for a period of ten (10) business days after written notice from Landlord.
- (b) Tenant shall fail to comply with any other obligation or covenant of Tenant under this Lease, other than the failure to pay a sum of money due Landlord, and shall not cure such failure within thirty (30) days after receiving written notice from Landlord specifying such failure, or for those failures which cannot be cured within such thirty (30) day period, if Tenant has failed to commence such cure within said thirty-day period and thereafter diligently pursued such cure to completion.
- (c) Any warranty, representation or statement made by Tenant herein is incorrect or misleading in any material respect on the date made.

9.2 Remedies of Landlord

Upon the occurrence of an Event of Default by Tenant, in addition to the remedies described in Section 9.3 below and any other remedies available to Landlord at law or in equity, Landlord shall have the right to terminate this Lease upon not less than sixty (60) days prior written notice to Tenant; provided, however, that in the case of a non-monetary Event of Default by Tenant which poses an immediate threat to the health or safety of persons or property, said sixty-day notice period may be reduced to ten (10) days. Upon such termination, this Lease shall come to an end as fully and completely as if the termination date stated in such notice were the date originally fixed for the expiration of the Term, and Tenant shall then quit and surrender the Premises to Landlord as provided in Section 6.7, but Tenant shall remain liable for damages arising out of such Event of Default as herein provided.

Upon termination of this Lease by Landlord pursuant to this Section 9.2, Tenant shall pay to Landlord the Rent payable by Tenant to Landlord up to the effective date of such termination, and Tenant shall remain liable for any breach of its obligations under this Lease occurring prior to the date of termination. In addition, Tenant shall be liable to pay Landlord, as damages, the aggregate of the Rent remaining in the Term.

Said Rent shall be payable by Tenant in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence, Tenant shall be credited with the net Rents then actually received by Landlord from a re-letting of the Premises. Net Rents shall be determined by deducting from the gross rents, as and when received by Landlord from such re-letting, the reasonable expenses incurred or paid by Landlord in terminating this Lease and the reasonable expenses incurred or paid by Landlord in connection with the re-letting of the Premises that are allocable to the remaining Term of this Lease. In no event shall Tenant be entitled to receive any excess of such net Rents over the sums payable by Tenant to Landlord hereunder. In the event Landlord terminates this Lease by reason of an Event of Default by Tenant, Landlord shall be required to take all reasonable steps to mitigate its damages, including making reasonable efforts to re-let the Premises, it being understood that any such re-letting may be for a period equal to, or shorter, or longer than the remaining Term of this Lease.

9.3 Cure By Landlord

If Tenant fails to perform any of its obligations, agreements, or covenants under this Lease, and if Tenant shall not cure such failure within thirty (30) days after written notice from Landlord specifying the failure, (or, for those failures which are incapable of being cured within such thirty (30) day period, if Tenant has failed to commence such cure within said thirty (30) day period and thereafter diligently pursued such cure to completion), Landlord may, at its sole option and without waiving or limiting any claim for damages, at any time thereafter perform such obligation of the Tenant; provided that Landlord may cure any such failure prior to the expiration of the waiting period described above (but after notice to Tenant, which may be by telephone) if the curing of such breach prior to the expiration of the waiting period is reasonably necessary to prevent injury or damage to persons or property, including Landlord's interest in the Premises or Building. If the Landlord makes any expenditure or incurs any obligation for the payment of money in order to cure a failure to perform by Tenant as aforesaid, such sums paid or obligations incurred, to the extent they are reasonable, shall be due from Tenant to Landlord as additional Rent. Landlord shall deliver to Tenant an itemized statement of all costs incurred by Landlord to cure Tenant's failure to perform, together with copies of all bills, invoices, receipts and other documents evidencing such costs. Any additional rent due by reason of such costs shall be paid with the second installment of rent due after said statement is delivered to Tenant.

9.4 Event of Default by Landlord

The following events shall be deemed to be "Events of Default" by Landlord under this Lease:

- (a) Landlord shall fail to comply with any obligation or covenant of Landlord under this Lease and shall not cure such failure within thirty (30) days after receiving written notice from Tenant specifying such failure, or for those failures which cannot be cured within such thirty-day period, if Landlord has failed to commence such cure within said thirty-day period and thereafter diligently pursued such cure to completion.
- (b) Any warranty, representation or statement made by Landlord herein is incorrect or misleading in any material respect on the date made.

9.5 Remedies of Tenant

Upon the occurrence of an Event of Default by Landlord, Tenant shall have the remedies described in Section 9.6 below, if applicable given the nature of the Event of Default, and any other remedies available to Tenant at law or in equity. In addition, if the Event of Default by Landlord is of such a nature that it materially interferes with Tenant's use or occupancy of the Premises in Tenant's reasonable judgment and Landlord fails to fully cure or eliminate the cause(s) of such Event of Default within thirty (30) days following written notice from Tenant stating that such an Event of Default has occurred, then Tenant shall also have the right to terminate this Lease by giving Landlord a written Notice of Termination, which shall be given at least ten (10) days prior to the effective date of termination stated in such Notice of Termination. Upon the effective date of such termination, this Lease shall come to an end as fully and completely as if the termination date stated in such notice were the date originally fixed for the expiration of the Term, provided, however, Landlord shall remain liable for any breach of its obligations under this Lease occurring prior to the date of termination, and Tenant shall be required to comply with the provisions of Section 6.7.

9.6 Cure by Tenant

If Landlord fails to perform any obligation, agreement or condition of this Lease on its part to be performed, including but not limited to, failing to make any required repairs or provide any Building services, and if such failure shall interfere with Tenant's use or occupancy of the Premises in Tenant's reasonable judgment, and if Landlord shall not cure such failure within thirty (30) days after written notice from Tenant specifying the failure, (or, for those failures which are incapable of being cured within such thirty-day period, if Landlord has failed to commence such cure within said thirty-day period and thereafter diligently pursued such cure to completion), Tenant may, at its sole option and without waiving or limiting any claim for damages, at any time thereafter perform such obligation for Landlord; provided that Tenant may cure any such failure prior to the expiration of the waiting period described above (but after notice to Landlord, which may be by telephone) if the curing of such failure prior to the expiration of the waiting period is reasonably necessary to prevent injury to persons or property. If Tenant makes any expenditure or incurs any obligation for the payment of money in order to cure a failure to perform by Landlord as aforesaid, such monies paid or obligations incurred, to the extent they are reasonable, shall be deemed paid or incurred on behalf of the Landlord, and Landlord agrees to reimburse Tenant therefor or save Tenant harmless therefrom. Tenant shall deliver to Landlord an itemized statement of all costs incurred by Tenant to cure Landlord's failure to perform, together with copies of all bills, invoices, receipts and other documents evidencing such costs. Landlord shall pay any outstanding bills for labor or materials promptly, and shall reimburse Tenant within thirty (30) days of demand for any amount paid by Tenant on behalf of Landlord. In the event Landlord fails to reimburse Tenant within such period, the amount may be deducted by Tenant from the next or any succeeding payments of Rent due hereunder.

9.7 Remedies Cumulative

Any and all rights Landlord and Tenant may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of such rights and remedies may be exercised at the same time insofar as permitted by law.

ARTICLE X: MORTGAGE PROVISIONS

10.1 Estoppel Certificate

Within twenty (20) working days from receipt of a written request from Landlord or any mortgagee of the Building, Tenant shall execute and deliver to Landlord a certificate in the form of the *Commonwealth of Massachusetts Standard Estoppel Certificate* indicating thereon any exceptions thereto which may exist at that time.

10.2 Subordination

Upon request of Landlord in writing, Tenant will subordinate this Lease and the lien thereof to the lien of any future mortgage(s) upon the Premises held by a bank, insurance company, governmental agency, or other financial institution, provided that the Landlord and the holder of such mortgage(s) shall execute and deliver to Tenant the *Commonwealth of Massachusetts*

Standard Subordination, Non-Disturbance and Attornment Agreement. The word "mortgage" as used herein includes mortgages, deeds of trust and all similar instruments, and all modifications, extensions, renewals and replacements thereof.

ARTICLE XI: HOLDING OVER

11.1 Holding Over By Tenant

If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the Term hereof, without any agreement in writing between Landlord and Tenant with respect thereto, prior to acceptance of Rent by Landlord the person remaining in possession shall be deemed a tenant at sufferance. After acceptance of Rent by Landlord, the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant from month-to-month. Notwithstanding the forgoing, Tenant agrees that Landlord may accept any Rent tendered by Tenant after the expiration or earlier termination of this Lease without prejudice to any claim that Landlord may have for a higher fair market rent for the Premises, provided Landlord shall give Tenant written notice of such claim prior to acceptance of such Rent. Nothing in this Section 11.1 shall be construed to give Tenant a right to remain in possession of the Premises after the Expiration Date.

ARTICLE XII: FISCAL YEAR APPROPRIATIONS

12.1 Tenant's Obligations Subject to Appropriation

Appropriations for expenditures by agencies of the Commonwealth and authorizations to spend for particular purposes, are made on a fiscal year basis. The fiscal year of the Commonwealth is the twelve-month period ending June 30 of each year. The obligations of the Tenant under this Lease or under any amendment to or extension of this Lease for any fiscal year are subject to the appropriation of funds to the User Agency sufficient to discharge the Tenant's obligations under this Lease which accrue in that fiscal year and to an authorization to spend such funds for the purposes of this Lease. Prior to the commencement of each fiscal year during the Term of this Lease, the User Agency shall make all reasonable efforts to secure an appropriation and authorization to spend funds in an amount sufficient to discharge the obligations of Tenant under this Lease which accrue in that fiscal year.

12.2 Termination of Lease for Lack of Appropriation

If, for any fiscal year during the term of this Lease, funds for the discharge of the Tenant's obligations under this Lease are not appropriated and authorized, or if the funds so appropriated and authorized are insufficient to discharge all such obligations of Tenant, then Tenant may terminate this Lease by written notice to Landlord, without any liability whatsoever for damages, penalties or other charges arising from early termination, and without further recourse to either party; provided, however, that Tenant shall pay all Rent and any other charges due to Landlord for the period prior to its surrender of the Premises, and that Tenant shall comply with the provisions of Section 6.7 of this Lease.

Tenant hereby acknowledges and confirms that the State has appropriated funds to cover the costs of this Lease during the current fiscal year.

ARTICLE XIII: PERSONAL LIABILITY

13.1 Liability of Tenant

No official, employee or consultant of the Commonwealth of Massachusetts shall ever be personally liable to the Landlord or to any successor in interest to Landlord or to any person claiming through or under the Landlord for or on account of any Event of Default by Tenant or failure by Tenant to perform any of its obligations hereunder, or for or on account of any amount which may be or become due under this Lease, or for the satisfaction of any judgement against Tenant under this Lease, or on any claim, cause or obligation whatsoever under the terms of this Lease.

13.2 Liability of Landlord

No trustee, beneficiary, partner, director, officer, shareholder or employee of Landlord shall ever be personally liable to the Tenant or to any successor in interest to Tenant or person claiming through or under the Tenant for or on account of any Event of Default by Landlord or failure by Landlord to perform any of its obligations hereunder, or for or on account of any amount which may be or become due under this Lease, or for the satisfaction of any judgment against Landlord under this Lease or on any claim, cause or obligation whatsoever under the terms of this Lease. Tenant shall look solely to Landlord's interest in the Premises and Building and the legal parcel upon which the Building is located and to the rents and profits therefrom for the satisfaction of any claim or judgment against Landlord under this Lease. Notwithstanding the foregoing, nothing in this paragraph shall limit any right that Tenant may otherwise have to obtain injunctive relief against Landlord, or to claim the proceeds of any insurance maintained by Landlord for Tenant's benefit or any condemnation proceeds to which Tenant may be entitled hereunder. In addition nothing in this paragraph shall limit the recourse of Tenant on account of willful fraudulent conduct by an individual, provided that only the individual who actually engaged in the willful fraudulent conduct shall have liability for such conduct.

ARTICLE XIV: NOTICE

14.1 Giving of Notice

All notices or other communications required or permitted to be given under this Lease shall, unless otherwise expressly permitted hereunder, be in writing, signed by a duly authorized representative of the party giving notice, and shall be given by hand delivery (including without limitation, courier, Federal Express, or other overnight delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested. Notices shall be addressed and sent to Landlord at the address appearing for Landlord in Section 1.1. Notices to Tenant, unless otherwise expressly stated in this Lease, shall be sent or addressed to Tenant at the address appearing for Tenant in Section 1.1, with copies to the User Agency (i) at the address of the Premises (after the Date of Occupancy) and (ii) at the address set forth for the User Agency in

Section 1.1 if different from the address of Tenant. Landlord or Tenant may, by notice given hereunder, at any time and from time to time designate a different address to which notices shall be sent. Notices sent as aforesaid shall be deemed given for all purposes (i) on the date shown on the receipt for such delivery, or (ii) as of the date such notice was sent in the event delivery is refused or acceptance could not be obtained.

14.2 Special Notice Where Failure to Reply Results in Approval or Consent

Wherever in this Lease the approval or consent of Landlord or Tenant is deemed to be given to a request or submission following a period of non-reply, said Lease provision shall be effective only if the envelope containing the request or submission shall bear on the outside thereof the following legend with the appropriate time period filled in, printed in bold-face type at least one-quarter inch high:

**NOTICE
THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY.
FAILURE TO RESPOND WITHIN ____ DAYS SHALL RESULT
IN AUTOMATIC APPROVAL.**

ARTICLE XV: FORCE MAJEURE

15.1 Force Majeure

In any case where either party hereto is required to do any act, delays caused by or resulting from war, fire, flood or other casualty, strikes, extraordinary governmental regulation, (which shall include, in the case of Tenant, delays in the payment of Rent of forty-five days or less at the commencement of the Commonwealth's fiscal year caused by an act or omission of a branch, agency or department of State government other than the User Agency or DCPO), unusually severe weather, or other causes beyond such party's reasonable control ("Force Majeure Causes"), shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time," and such time shall be deemed to be extended by the period of the delay.

ARTICLE XVI: MISCELLANEOUS

16.1 Extension

Landlord and Tenant may extend this Lease for a term or terms not to exceed five (5) years in the aggregate upon such terms and conditions as may be mutually agreed upon. This provision shall not be construed as granting Landlord or Tenant an exclusive option to extend this Lease, and no extension of this Lease shall be effective unless and until a written amendment to this Lease extending the term hereof is duly executed and delivered by Landlord and Tenant.

16.2 Entire Agreement

This Lease contains all of the agreements between Landlord and Tenant with respect to the subject matter of this Lease and supersedes all prior writings and dealings between them with respect thereto.

16.3 Changes in Lease

None of the provisions or terms of this Lease shall be deleted, amended or modified in any manner except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

16.4 Binding Agreement

This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. All covenants, agreements, terms and conditions of this Lease shall be construed as covenants running with the land.

16.5 Governing Law

This Lease shall be construed and governed by the laws of the Commonwealth of Massachusetts. Landlord and Tenant agree to bring any Federal or State legal proceedings arising under this Lease, in which the Commonwealth of Massachusetts, the User Agency or DCPO is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

16.6 Waiver

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver be in writing and signed by a duly- authorized representative of the party to be bound by such waiver.

16.7 No Broker

Landlord and Tenant each represents and warrants to the other that no broker, agent, commission salesman or other person has represented it in connection with the procurement or consummation of this Lease.

16.8 Rights and Remedies Not Exclusive

Unless otherwise expressly stated in this Lease, no mention in this Lease of any specific right or remedy shall preclude Landlord or Tenant from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either at law or in equity.

16.9 Accord and Satisfaction

No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check of Landlord or Tenant or any letter accompanying any check or payment from either Landlord or Tenant to the other be deemed an accord and satisfaction, and Landlord and Tenant may accept such check or payment without prejudice to such party's right to recover any balance due with respect to such payment or pursue any other remedy provided in this Lease.

16.10 Debarred Contractors

Landlord agrees that it shall not, during the term of this Lease, knowingly accept bids or proposals from or enter into any contract with any person or firm for the construction, repair or maintenance of the Premises if such person or firm is debarred or suspended from contracting with the Commonwealth of Massachusetts under any applicable debarment statute or regulation.

16.11 Time of Essence

Time is of the essence of this Lease and each of its provisions.

16.12 Non-Discrimination in Employment

Landlord shall not discriminate against any qualified employee, applicant for employment, contractor, or person or firm seeking to provide goods or services to Landlord because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Landlord shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment.

16.13 Severability

If any provision of this Lease is declared to be illegal, unenforceable, or void, then Landlord and Tenant shall be relieved of all obligations under that provision (or the application of that provision under circumstances in which it is illegal or unenforceable) provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

16.14 Notice of Lease

Upon request of Tenant, Landlord shall execute and deliver to Tenant a recordable notice of this Lease.

16.15 No Agreement Until Signed

No legal obligation shall arise with respect to the Premises or other matters covered by this Lease until this Lease is executed by Landlord, the User Agency, and the Division of Capital Planning and Operations and delivery is made to each.

16.16 State Employees Barred from Interest

No official, employee or consultant of the Commonwealth of Massachusetts shall have any personal interest, direct or indirect, in this Lease or the Landlord, nor shall any such official, employee or consultant of the Commonwealth of Massachusetts participate in any decision relating to this Lease which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

16.17 Paragraph Headings

The paragraph headings herein are for convenience of reference only and shall in no way define, increase or limit the scope or intent of any provision of this Lease.

16.18 Counterparts

This lease may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original and all such counterparts shall together constitute but one and the same Lease.

16.19 Riders and Exhibits

The Riders and Exhibits attached hereto are made a part of this Lease for all purposes.

16.16 State Employees Barred from Interest

No official, employee or consultant of the Commonwealth of Massachusetts shall have any personal interest, direct or indirect, in this Lease or the Landlord, nor shall any such official, employee or consultant of the Commonwealth of Massachusetts participate in any decision relating to this Lease which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

16.17 Paragraph Headings

The paragraph headings herein are for convenience of reference only and shall in no way define, increase or limit the scope or intent of any provision of this Lease.

16.18 Counterparts

This lease may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original and all such counterparts shall together constitute but one and the same Lease.

16.19 Riders and Exhibits

The Riders and Exhibits attached hereto are made a part of this Lease for all purposes.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this and two (2) copies, the Commonwealth of Massachusetts having executed these presents by the Commissioner of the Division of Capital Planning and Operations and by the duly authorized representative of the User Agency, who incur no personal liability by reason of the execution hereof.

LANDLORD:

BY: _____

TITLE: _____

TENANT:

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL PLANNING AND OPERATIONS

BY: _____

Lark Jurev Palermo

Commissioner, who hereby certifies under penalties of perjury that she has fully complied with advertising requirements of M.G.L. Chapter 7, Section 40H, in connection with the property described herein.

COMMONWEALTH OF MASSACHUSETTS

USER AGENCY

BY: _____

TITLE: _____

Approved as to Matters of Form:

Associate General Counsel, DCPO

RIDER TO LEASE

LANDLORD:

TENANT: The Commonwealth of Massachusetts ("Tenant"), by its Division of Capital Planning and Operations, on behalf of the User Agency named in the Lease.

DATE OF LEASE:

PREMISES:

BUILDING ADDRESS:

The following amendments and modifications are hereby made in the terms, covenants and conditions of the above-referenced Lease and made a part thereof:

IN WITNESS WHEREOF, this Rider to Lease has been executed by the parties hereto, under seal.

LANDLORD:

BY: _____

TITLE: _____

TENANT:

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL PLANNING AND OPERATIONS

BY: _____

Lark Jurev Palermo

Commissioner, who hereby certifies under penalties of perjury that she has fully complied with advertising requirements of M.G.L. Chapter 7, Section 40H, in connection with the property described herein.

COMMONWEALTH OF MASSACHUSETTS

USER AGENCY

BY: _____

TITLE: _____

Approved as to Matters of Form:

Associate General Counsel, DCPO

EXHIBIT E

LANDLORD'S BENEFICIAL INTEREST DISCLOSURE STATEMENT

Pursuant to M.G.L. C.7, §40J¹, the undersigned _____,
(Name) (Title)
of the _____ hereby certifies the following:
(Name of Landlord, Corporation, Trust, Partnership)

(1) DESCRIPTION & ADDRESS OF LEASED PREMISES:

(2) TERM OF LEASE From: _____ to: _____

(3) LANDLORD NAME and ADDRESS:

(4) TENANT: Commonwealth of Massachusetts

(5) Name and address of all natural persons who have or will have a direct or indirect beneficial interest in the above property of Landlord (including prospective purchasers). Please note: do not write "none".

NAME RESIDENCE

(6) None of the above mentioned persons is an employee of the Division of Capital Planning and Operations or an official elected to public office in the Commonwealth of Massachusetts, except as listed below.

NAME PUBLIC OFFICE TITLE RESIDENCE

(7) The undersigned further agrees that a new Disclosure Statement shall be made in writing, under penalty of perjury, during the Term in case of any change of interest in such property, within thirty (30) days of such change.

Signed under the penalties of perjury on this _____ day of _____, 19 _____

(Name) (Title)

Personally appeared the above-named _____, and being sworn, deposed, and says that he is the person named, and who signed the foregoing, and that the statements therein are true.

(Notary Public)
My Commission Expires: _____

¹"No agreement to rent... real property as a public agency, and no renewal or extension to such agreement shall be valid and no payment shall be made to the lessor... of such property, unless a Statement, signed under penalties of perjury, has been filed by the lessor... and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the Commissioner of Capital Planning and Operation". (M.G.L. C.7, §40J).

EXHIBIT F

CERTIFICATE OF TAX AND EMPLOYMENT SECURITY COMPLIANCE

Pursuant to Massachusetts General Laws Chapter 62C, §49A¹ and Chapter 151A, §19A(b)², I

(Title)

(Name of Landlord)

whose principal place of business is located at _____
do hereby certify that:

- A. The above-named Landlord has made all required filings of state taxes, has paid all state taxes required under law, and has no outstanding obligation to the Commonwealth's Department of Revenue.
- B. The above-named Landlord/Employer has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

Signed under the penalties of perjury this _____ day of _____ 19____

Federal Identification Number

By : _____

Title: _____

¹ "No contract or other agreement for the purpose of providing goods, services or real estate to any ... agencies (of the Commonwealth) shall be entered into, renewed or extended with any person unless such person certifies in writing under penalties of perjury, that he has complied with all laws of the Commonwealth relating to taxes."

² "No contract or other agreement for the purpose of providing... physical space to any agency or instrumentality of the Commonwealth shall be entered into, renewed or extended with any employer unless such employer certifies in writing under penalties of perjury, that said employer has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions."

EXHIBIT G-1

CORPORATE VOTE AND CERTIFICATE OF CLERK OF CORPORATION

At a duly authorized meeting of the Board of Directors of _____
(Corporation)

held on _____, at which all the Directors were present or waived notice, it
(Date)

was voted that

(Name of Officer) (Title)

of this Corporation, is authorized to execute any and all documents in connection with the rental or leasing of the real property of this Corporation or of any partnership of which this Corporation is a general partner, including, without limitation, leases, amendments to leases and all exhibits thereto in the name and on behalf of this Corporation, and affix its corporate seal thereto; and such execution of any such document in this Corporation's

name by such _____, under the seal of this Corporation, shall be valid and binding
(Title)

upon this Corporation.

A true and complete copy of the above-described vote of this Corporation is attached hereto.

ATTEST: _____

Place of Business: _____

Date of this Contract: _____

I hereby certify that I _____ am the Clerk of _____
(Corporation)

and that _____ is currently the _____
(Name of Officer) (Title)

this Corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certificate.

(Signature of Clerk) (Corporate Seal)

EXHIBIT G-2

CERTIFICATE OF TRUSTEE AUTHORITY

_____ TRUST

Each of the undersigned, _____, Trustee(s) of the _____ Trust, under Declaration of Trust dated _____, 19____, recorded with the _____ Registry of Deeds in Book _____, Page _____ and filed for registration with _____ Registry District of the Land Court as Document Number _____, as amended by a _____ amendment dated _____, 19____, and recorded with said Registry of Deeds in Book _____, Page _____ and filed with said Registry District of the Land Court as Document Number _____, and having an address c/o _____

_____ (the "Trust"), hereby certifies that the execution of the lease described below by the Trustees is authorized by the Declaration of Trust, that he/she is a duly authorized Trustee of the Trust, that said Declaration of Trust remains in full force and effect and has not been amended except as set forth above, and that he/she has been directed in writing by the owners of 100% of the beneficial interest of said Trust, to execute a lease for certain premises on the _____ floor(s) of the building located at _____ which lease is by and between the Trust and the Commonwealth of Massachusetts by its _____, and in connection therewith to execute, deliver, and acknowledge all documents which are necessary or desirable for said lease. The trustees signing below are all of the Trustees of the Trust.

Executed as a sealed instrument this _____ day of _____, 19____.

_____ Trust

By: _____, Trustee
as aforesaid, but not individually

_____, Trustee
as aforesaid, but not individually

_____, Trustee
as aforesaid, but not individually

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this _____ day of _____, 19____ personally appeared before me the above-named _____, who, being duly sworn, acknowledged the foregoing instrument to be his/her/their free act and deed as a Trustee of above-named Trust.

Notary Public

My commission expires:

RIDER TO LEASE

LANDLORD:

TENANT: The Commonwealth of Massachusetts ("Tenant"), by its Division of Capital Planning and Operations ("DCPO"), on behalf of the University of Massachusetts at Dartmouth ("User Agency").

DATE OF LEASE: As of

PREMISES:

BUILDING ADDRESS:

The following amendments and modifications are hereby made in the terms, covenants and conditions of the above-referenced Lease and made a part thereof:

SECTION 1.1 of the Lease is amended as follows:

1. The following defined term is added:

PROPERTY: The parcel of land designated as the "Lot" on Exhibit A, the Building, and all other improvements located on the Lot. Wherever the term "Building" is used in the Standard Office Lease form, it shall be deemed to include the Property unless the context clearly indicates otherwise.

2. The Initial Lease Term, is modified by replacing "fifth (5th)" in the third line with "twentieth (20th)".
4. The following provisions are added:

ADDITIONAL RENT

In addition to Base Rent described in this Section 1.1, Tenant shall pay to Landlord as Additional Rent during the Lease Term the actual cost to Landlord for (i) Real Estate Taxes (as defined below) imposed upon the Property, and (ii) Operating Expenses (as defined below) of the Property. The Base Rent and Additional Rent are sometimes collectively referred to in this Lease as the "Rent."

Additional Rent shall be calculated on a calendar year (January 1 - December 31) basis, prorated for any partial calendar year falling within the Lease Term. For 199_, the Additional Rent shall be \$_____ per annum (pro-rated based on the number of days in such year that the Term is in effect), based upon a statement prepared by Landlord and approved by Tenant prior to the execution of this Lease, representing Landlord's good faith

estimate of its annualized cost for each of the items comprising Additional Rent for said year. Said amount shall be paid in as many equal installments as there are months remaining in the calendar year, the first such monthly installment to be pro-rated for the partial month, if any, at the beginning of the Lease Term. Beginning with 199_, Tenant shall pay to Landlord each month an amount equal to one-twelfth (1/12) of the total amount of Additional Rent due for the current calendar year as estimated by Landlord and approved in writing by Tenant, which approval shall not be unreasonably withheld or delayed. Landlord agrees that, except for 199_, its estimate of the Additional Rent due for each calendar year shall be equal to the amount of Additional Rent actually due for the preceding calendar year as calculated in Landlord's year-end statement described below, adjusted only for reasonable projected increases or decreases in any applicable costs, provided such projections are documented by Landlord.

Each installment of Additional Rent shall be paid by Tenant and shall be due with Tenant's monthly payment of Base Rent. Each monthly installment of Additional Rent shall be credited by Landlord to Tenant's obligations to pay Additional Rent for the current calendar year.

On or before February 15th of each year, Landlord shall render to Tenant a year-end statement prepared in accordance with generally accepted accounting principles consistently applied showing (i) for the calendar year just ended, the actual amount of Additional Rent due and paid, and (ii) for the then current calendar year, the amount of estimated Additional Rent. Said year-end statement shall be accompanied by copies of all bills, notices and other documentation substantiating Landlord's estimate of the Additional Rent due for the then current calendar year. Landlord's estimate of the Additional Rent due for the then current calendar year shall be subject to Tenant's approval, which approval shall not be unreasonably withheld if the components of the estimate are reasonable based on market rates for labor, materials, utilities and other Operating Expense components, and Landlord's obligations under this Lease. If the total amount of Additional Rent paid by Tenant in any calendar year exceeds the actual amount of Landlord's applicable costs for such year, then such excess shall be credited by Landlord against the monthly installments of Additional Rent next falling due or refunded to Tenant at the time Landlord's year end statement is due if the Lease Term has ended. If, however, the total amount of Additional Rent paid by Tenant in any calendar year is less than the actual amount of Landlord's applicable costs for such year, Tenant shall pay the difference to Landlord within thirty (30) days of receipt of Landlord's year end statement and completed invoice.

Tenant and Tenant's representatives may at any time during the one hundred twenty (120) day period after receiving such year end statement, examine Landlord's books and records relating to Additional Rent. If such an examination shows that only 90% or less of the amount stated in Landlord's year end statement to be due as Additional Rent, then in addition to repaying the difference to Tenant forthwith, Landlord will also reimburse Tenant's reasonable direct costs of such examination.

Landlord shall promptly deliver to Tenant a copy of any notice sent to Landlord increasing the assessed valuation of the Premises. Tenant may request that Landlord contest any tax assessment if the amount to be abated is material and Tenant determines that there are reasonable grounds for obtaining an abatement, and Tenant agrees that it shall pay Landlord's reasonable costs to contest such assessment in the event such costs exceed the

amount of the abatement obtained by Landlord, if any. In the event Landlord unreasonably refuses to contest such assessment, Tenant shall have the right to contest any tax assessment by legal proceedings brought on behalf of Tenant and Landlord, or on behalf of Tenant alone, and Landlord shall provide Tenant with such documents or information in Landlord's possession as Tenant may reasonably require in support of such contest. If Tenant is precluded from taking legal action, Landlord shall contest the assessment upon reasonable notice from Tenant, provided that Tenant agrees in writing to reimburse Landlord for all costs associated with such contest. If Tenant obtains any abatement of tax with respect to which Tenant has paid Additional Rent, the entire amount of such abatement shall belong to Tenant. If Landlord obtains any abatement of a tax with respect to which Tenant has paid Additional Rent, Landlord shall promptly pay to Tenant Tenant's Proportionate Share of the net proceeds (i.e., the amount abated less Landlord's reasonable legal, accounting, appraisal and other expenses of obtaining the abatement) received by Landlord on account of such abatement.

Landlord agrees to pay all Real Estate Taxes and Operating Expenses promptly when due. Tenant shall not be responsible for, nor shall Tenant pay as Additional Rent, any penalties, interest or other charges levied against Landlord for delay in payment of the same.

"Operating Expenses" shall mean all reasonable direct costs and expenses necessary to operate, repair and maintain the Property, including, but not limited to the following:

- (a) All labor costs, including wages, salaries, and fringe benefits of all persons directly engaged in the operation, maintenance and repair of the Property up to and including the Building manager (whose salary shall be prorated if said individual manages more than one property).
- (b) Costs of supplies, materials, tools and equipment used in the operation, maintenance and repair of the Property.
- (c) Costs of utilities furnished to the Premises and Property common areas (unless paid for by Tenant directly to the supplier thereof), including without limitation electricity, water and sewer, heat, fuel, air conditioning and ventilation.
- (d) Costs and expenses incurred by Landlord in connection with the provision of services to the Property common areas and the Premises, including without limitation, the cost of landscaping, janitorial services, security, sweeping, snow plowing, sanding and refuse removal.
- (e) The cost of general maintenance and necessary routine repairs to the Property.
- (f) The cost of replacing any portion of the Building, or making repairs to the Building structure or Property which materially extend the useful life of the subject of such repairs (such replacements or repairs hereafter "Capital Improvements") made necessary by any law, regulation or ordinance which was not in effect on the Date of Occupancy and required by a governmental agency, amortized over the useful life of the Capital Improvement.

- (g) The cost of making Capital Improvements which reduce Operating Expenses, amortized over their useful life; provided, however, that the annual amortization amount shall not exceed the annual reduction on Operating Expenses for the relevant year as reasonably projected by Landlord.
- (h) Legal, accounting and other professional fees and disbursements reasonably incurred in connection with the operation of the Property.
- (i) Fees due any manager of the Property, provided the fees due to such manager shall be no greater than the fees customarily charged from time to time by qualified building managers for providing comparable management services in connection with the management of comparable properties in the New Bedford area;
- (j) Costs of casualty and public liability insurance for the Property and Landlord's personal property located on the Property that is used in connection with the operation and maintenance thereof, and any such additional insurance as it is the prevailing practice for the mortgagees to require with respect to comparable properties similarly located.

"Operating Expenses" shall not include costs associated with the ownership of the Property, leasing commissions or other costs of soliciting or obtaining leases; design, construction, permitting or other costs associated with the initial construction of the Building or any other improvements upon the Property or any addition to the Building or to such other improvements; design, construction, permitting or other costs associated with the construction of Landlord's Improvements; wages, salaries, fees and fringe benefits paid to Landlord's administrative or executive personnel, officers, or partners; costs reimbursed by insurance proceeds (provided that fees of public adjusters and any reasonable deductible shall be included in Operating Expenses in the event of an insured loss), or by any third party; legal, accounting or other professional fees incurred in connection with any item specifically excluded from the definition of Operating Expenses or the ownership of the Property; costs for environmental or other inspections, tests, assessments reports, or filings or for remediation of the Property or any additions thereto; costs of correcting defects in the construction of the Building, Landlord's Improvements or any other improvements upon the Property or in the Building equipment, except to the extent provided in Section 5.4; the costs of any repair made by Landlord because of a total or partial destruction of the Building or other improvements upon the Property or condemnation of a portion thereof; the cost of any Capital Improvement (or Capital Replacement as defined in Section 16.20) except as specifically set forth above; charges for depreciation of the Building, other improvements upon the Property or equipment, or any interest or other financing charge; rent payments by Landlord under any ground or underlying lease; costs arising out of the enforcement of the provisions of any agreement affecting the Building or land upon which it is situated; interest or amortization payments on any mortgage; any expense representing an amount paid to a related corporation, entity, or person which is in excess of the amount which would be paid in the absence of such relationship; costs of operating any concessions, cafeteria, retail space or similar commercial space in the Building or elsewhere on the Property; costs incurred due to any default by Landlord under this Lease or any other lease of space in the Building or on the Property; or any other costs associated with the operation, maintenance or repair of the Property that are paid directly by Tenant.

“Real Estate Taxes” shall mean all taxes, payments in lieu of taxes, special or general assessments, or similar charges imposed by any governmental authority having the power to tax which may, during the term of the Lease, be assessed against or levied upon the Property. “Real Estate Taxes” shall not include (i) water and sewer charges, (ii) so-called “linkage” payments, and (iii) inheritance, estate, gift, excise, franchise, income, gross receipts, or profit taxes, unless such taxes replace taxes now imposed on the Property or this Lease. Also, “Real Estate Taxes” shall not include (i) any penalty or interest on account of late payment unless such late payment is caused by a late payment of Rent or Event of Default by Tenant under this Lease or (ii) any tax, charge or imposition on account of an increase in the value of the Property from additions, alterations, or improvements to the Building or other improvements to the Property made for the sole benefit of parties other than Tenant.

Notwithstanding any other provision of this Lease, commencing with calendar year ____, each annual increase in the Additional Rent due from Tenant for Operating Expenses shall be limited by the percentage increase in the Consumer Price Index (the “CPI”) (as hereafter defined) over the CPI for the prior year, so that the Additional Rent for Operating Expenses due from Tenant for any calendar year during the Term shall never exceed the amount of Additional Rent paid by Tenant for Operating Expenses during the prior calendar year plus an amount equal to the product of such prior year’s Additional Rent for Operating Expenses and the percentage rise in the CPI during the then current calendar year. The Consumer Price Index for any calendar year shall be that published for the month of December of that year. By way of illustration, if Tenant pays \$10,000 Additional Rent for Operating Expenses in 1999 and the CPI for December 1999 is 300, if the CPI for December, 2000 rises to 302 (a 2% annual increase), then Tenant shall not pay more than \$10,200 in Additional Rent for Operating Expenses for calendar year 2000 irrespective of the actual increase in Operating Expenses. The provisions of this paragraph shall not apply to increases in Additional Rent that are attributable to increases in Real Estate Taxes.

“Consumer Price Index” shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, All Items (1982-1984 = 100). In the event the statistics are not available or publication of the Consumer Price Index is discontinued, or if the manner in which the Consumer price Index as determined by the Department of Labor is substantially revised, the limitation on increases in Additional Rent provided for herein shall be determined on the basis of a comparable and recognized index of the purchasing power of the United States consumer dollar published by any other governmental agency or, if no such index shall then be available, a comparable index published by a major bank or other financial institution. Such alternative index shall be chosen by Landlord, but shall require the approval of Tenant, which approval shall not be unreasonably withheld. In the event the Consumer Price Index contemplated herein is not published for the month of December, the Consumer Price Index reported for the month nearest preceding December shall be used.

SECTION 2.2 is amended as follows:

1. The second paragraph is amended by replacing “Exhibit B” with “Exhibit A-1” wherever the former appears in said paragraph.

2. The following is added at the end of the second paragraph:

Landlord and Tenant agree that they shall take such measurements as Landlord and Tenant deem necessary to verify the Usable Area of the Premises as built-out, and shall confirm such Usable Area in a written addendum to this Lease executed by Landlord and Tenant's Representative not later than sixty (60) days following the Date of Occupancy.

SECTION 3.2 is amended as follows:

The first paragraph is amended by replacing "Exhibit C" with *(insert reference to document containing HVAC performance specifications)* wherever the former appears in said paragraph.

The first paragraph is further amended by adding the following at the end of the last sentence:

and (vi) Tenant's Representative (or another party designated by Tenant's Representative) has confirmed in writing that the Landlord's Improvements appear to be substantially completed in accordance with the Working Drawings, provided that such confirmation shall not render Tenant responsible for the design, engineering or construction of the Landlord's Improvements or invest Tenant with any responsibility for defects in the design, construction or performance thereof or other Building conditions, and shall not, under any circumstances, be deemed to be a waiver by Tenant of any of Tenant's rights or any of Landlord's obligations under this Lease, or any other provision of this Lease.

SECTION 4.1 is amended as follows:

The first and only paragraph is deleted and replaced with the following:

Landlord, at its sole cost and expense (except as otherwise specifically provided in this Lease), shall furnish all labor and materials necessary to construct any and all improvements or alterations to the Property required by the Working Drawings (as defined in Section 4.2) and all other terms and conditions of this Lease. All such alterations and improvements to be made by Landlord in or about the Premises and Property are hereinafter referred to as the "Landlord's Improvements."

Notwithstanding any other provision of this Lease, all general contractors engaged by Landlord to construct the Landlord's Improvements or to construct or renovate any other improvements upon the Property and all subcontractors to such general contractors shall pay wages at the rates determined under the provisions of sections twenty-six (26) through twenty-seven H (27H) of Chapter 149 of the Massachusetts General Laws. Prior to the commencement of any construction (including environmental remediation, demolition and site work), Landlord shall obtain from the Massachusetts Department of Labor wage rates for all trades involved in the construction of Landlord's Improvements and any other construction or renovation of improvements upon the Property and shall provide Tenant with a copy of such wage rate determinations.

SECTION 4.2 is amended as follows:

The first four (4) paragraphs are deleted and replaced with the following:

Landlord has caused to be developed by the Landlord's architect, _____, Working Drawings at 100% design stage ready for construction which are comprised of the plans and written specifications listed in Exhibit B, all of which have been reviewed and approved by Tenant, and are made part of this Lease for all purposes together with any amendments thereto which may be approved by Tenant from time to time. Landlord acknowledges that Tenant's approval of the Working Drawings and any revisions thereto signifies Tenant's consent to the Landlord's Improvements contemplated thereby only and shall not result in any responsibility of Tenant for compliance of such Landlord's Improvements with applicable law or the efficacy of such Landlord's Improvements for Tenant's use and occupancy.

The Working drawings shall at all times remain in conformity with good design practice, the Schematic Space Plans and other preliminary design documentation previously approved by Landlord and Tenant, and the terms and conditions of this Lease. Without limiting the foregoing, Landlord shall make no change in the Working Drawings that will in any manner lower the quality, reduce the utility or affect the appearance of all or any part of Landlord's Improvements, or that will increase Tenant's cost to use and occupy the Premises or interfere with Tenant's ability to use the Premises as contemplated by Schematic Space Plans and other preliminary design documentation previously approved by Landlord and Tenant. Before making any changes to the Working Drawings, Landlord shall provide Tenant with the proposed changes and a written request for Tenant's approval thereof. Within ten (10) business days after receipt of any proposed changes to the Working Drawings, Tenant shall either approve the changes in writing or notify Landlord in writing of disapproval, specifying in reasonable detail the reasons for such disapproval. If Tenant fails to notify Landlord of disapproval within said time period, the revised Working Drawings shall be deemed approved.

SECTION 4.3 is amended as follows:

The following paragraph is added at the end of the ninth paragraph:

In addition, within thirty (30) days after the Date of Occupancy, Landlord shall provide Tenant with a set of "as built" drawings for the Premises, and the Premises shall not be considered finally complete unless and until such "as built" drawings are delivered to Tenant.

SECTION 4.4 is amended as follows:

The following paragraph is added after the first and only paragraph:

Tenant may elect to have an engineer, project manager or other employee or contractor on site with full access to observe and inspect the quality and progress of the Landlord's Improvements (but who shall not interfere with or give directions to the persons performing

the Landlord's Improvements); provided that such observation and inspection by Tenant, and any advice, comments or response to the same given by Tenant, shall not in any event or to any extent (i) render Tenant responsible for the design or construction of the Landlord's Improvements, or (ii) constitute or be used as evidence of a waiver by Tenant of its right to claim that the Building or any component(s), equipment or furnishings thereof or Landlord Improvements are defective.

SECTION 5.1 is amended as follows:

The following two paragraphs are added after the fourth paragraph:

After making due inquiry and investigation, Landlord has no actual knowledge that the Property does not conform to the requirements of all covenants, easements, agreements or other title encumbrances affecting all or part of the Property and appearing of record in the registry of deeds; Landlord is not a party to any action, proceeding, dispute or investigation in which title to or the use of the Property is being examined, questioned or disputed and Landlord is not a party to any judgment or order affecting title to the Property or ownership of the Property.

Except as may be shown on Exhibit A, a survey furnished by Landlord, Landlord has no actual knowledge that the Property encroaches on any adjacent real property or that improvements on adjacent real property encroach upon the Property.

SECTION 5.4 is amended as follows:

1. The first paragraph is deleted and replaced with the following:

Any defect in the design, construction or installation of the Landlord's Improvements which requires any repairs or replacements to be made to the Building or any of Landlord's Improvements, but expressly excluding any repairs or replacements attributable to normal wear and tear, obsolescence, casualty, taking, acts or neglects of Tenant, those acting under Tenant or the invitees of either, or Force Majeure Causes, shall be a "Latent Defect." Subject to the terms of this paragraph, Landlord shall, during the entire Lease Term, promptly remedy any Latent Defect which appears after the Date of Occupancy. If Landlord is notified by Tenant, Landlord's own employees or contractors, or any other party of any Latent Defects prior to the sixth anniversary of the Date of Occupancy, Landlord shall correct such Latent Defects at Landlord's sole cost and expense. With respect to Latent Defects of which Landlord receives notice after the sixth anniversary of the Lease, the cost of correcting such Latent Defects shall be paid by Tenant as an Operating Expense, provided that if the correction of any such Latent Defect constitutes a Capital Improvement (as defined in paragraph (h) of the definition of Operating Expenses in this Rider) the cost thereof shall be amortized over the useful life of the Capital Improvement.

2. The sixth paragraph is amended by deleting the following in clause (iii): "with respect to repairs of the Premises or Landlord's Improvements only,".

3. The following paragraph is added after the last paragraph:

Notwithstanding any other provision of this Lease, all general contractors engaged by Landlord to repair or renovate any improvements (including fixtures and equipment) upon the Property or to construct any alterations or additions to the Property and all subcontractors to such general contractors shall pay wages at the rates determined under the provisions of sections twenty-six (26) through twenty-seven H (27H) of Chapter 149 of the Massachusetts General Laws. Prior to the commencement of any such repair, renovation, alteration or addition, Landlord shall obtain from the Massachusetts Department of Labor wage rates for all trades involved in such work upon the Property and shall provide Tenant with a copy of such wage rate determinations.

SECTION 5.5 is amended as follows:

The first and only sentence is deleted and replaced with the following:

Landlord shall furnish the services set forth in Exhibit C. Tenant shall contract directly with public utility companies or other suppliers for gas, fuel, oil, electricity and telephone service and any and all other utilities serving the Premises (except for water and sewer service) and Tenant shall pay all bills for said utilities or services furnished to the Premises during the Term of this Lease. Landlord shall have no responsibility for the interruption of any such utilities unless caused by the willful act or neglect of Landlord.

SECTION 5.6 is amended as follows:

The first sentence of the first paragraph is deleted and replaced with the following:

Landlord represents that, except for the presence of asbestos and lead-based paint in a report dated _____ prepared by _____ and addressed to _____ (the "Environmental Report"), which is attached to this Lease as Exhibit H. Landlord has no knowledge of and has not received any notice of the current or past existence of any materials considered to be Hazardous Substances existing, deposited or discharged on or from, or transported to, from or across or migrating toward or across the Property. Landlord warrants and represents to Tenant that (i) prior to commencing construction of the Landlord's Improvements, all of the asbestos containing materials identified in the Environmental Report will be removed from the Property and disposed of in accordance with legal requirements and good construction practices, (ii) Landlord shall, as part of the construction of Landlord's Improvements, remove or encapsulate all lead-based paint in accordance with legal requirements and good construction practices, and (iii) Landlord shall maintain and, upon request, provide Tenant with copies of all required permits, certifications, bills of lading and manifests pertaining to the removal of the asbestos containing materials and lead-based paint.

SECTION 5.6 TO BE MODIFIED FURTHER AS WARRANTED BY ENVIRONMENTAL REPORT

SECTION 6.3 is amended as follows:

1. The first paragraph is deleted and replaced with the following:

Tenant agrees that it shall not cause or permit any Hazardous Substances (as defined in Section 5.6) to be used, generated, stored or disposed of on, under or about, or transported to, from or across the Premises except for those Hazardous Substances used in the instructional programs carried out by Tenant upon the Premises. Landlord acknowledges that said programs require the use of certain chemicals, solvents and other substances that may be included within the definition of Hazardous Substances. Nothing herein shall prohibit Tenant, its employees, instructors and students from using such materials, as well as minimal quantities of cleaning fluids and office and household supplies which may constitute Hazardous Substances, but which are customarily present in and about premises devoted to the Permitted uses, provided that such use, including storage and disposal thereof, by Tenant is in accordance with the manufacturer's instructions and recommendations for the safe use of such products and in compliance with all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements and other restrictions or requirements of governmental authorities relating to safety, the environment or any Hazardous Substances now or hereafter in effect.

2. The following paragraph is added at the end of the section:

The first two (2) sentences of Section 13.2 shall not apply to the environmental indemnification contained in this Section 6.3.

SECTION 7.1 is amended as follows:

1. The first sentence of the first paragraph is amended by deleting the first three lines and replacing them with the following:

"If any part of the Property shall be damaged by fire or other casualty, then"

2. The second and third paragraphs are deleted and replaced with the following paragraph:

Notwithstanding the foregoing, Tenant shall have the right to terminate this Lease in the event a casualty materially interferes with Tenant's use and occupation of the Premises and (i) the cost of repairing, restoring or replacing the Building or Property as required by the preceding paragraph exceeds the amount of the insurance proceeds received by Landlord from its mortgagee (Landlord agreeing to provide Tenant with all reasonable information and documentation regarding the extent of the repair, restoration or replacement work required, the cost thereof, and the insurance proceeds available therefor as soon as such information is received by Landlord) and within sixty (60) days following such casualty, Landlord or such mortgagee has not agreed in writing to pay the shortfall, or (ii) if Landlord does not commence such repair, restoration or replacement within sixty (60) days of the casualty or taking, or (iii) if Landlord defaults in diligently prosecuting such work to completion and such default continues beyond the applicable cure period, or (iv) if Landlord does not substantially complete such work within twelve (12) months following the date of such casualty or taking, in all cases subject to Force Majeure Causes. Tenant shall notify

Landlord of Tenant's election to terminate this Lease within thirty (30) days after the date on which arises Tenant's right to terminate. Any such termination shall be effective thirty (30) days after the date of notice thereof, unless within such time the cause thereof has been removed.

SECTION 7.2 is amended as follows:

1. The first three paragraphs are deleted and replaced with the following:

If all or any substantial part of the Property shall be taken for any public or quasi-public use under governmental law or by right of eminent domain (a "Taking") and the Taking would materially interfere with the use of the Premises for the purposes contemplated by this Lease, even if reconstructed to the maximum extent practicable in the circumstances, either Landlord or Tenant may terminate this Lease by giving written notice of termination to the other not later than thirty (30) days after the effective date of such Taking, provided, however, that any termination hereunder by Landlord following a partial Taking shall require the consent of Tenant, which consent shall be given only if the cost of repairing, restoring or replacing the Building or Property to their condition prior to such Taking materially exceeds the amount of the Taking award received by Landlord from its mortgagee (Landlord agreeing to provide Tenant with all reasonable information and documentation regarding the extent of the repair, restoration or replacement work required, the cost thereof, and the Taking awards available therefor as soon as such information is received by Landlord) and within sixty (60) days following such Taking, Landlord's mortgagee has not agreed in writing to pay the shortfall.

In the event of a partial Taking, Tenant shall also have the right to terminate this Lease if such partial Taking interferes with Tenant's use and occupation of the Premises and (i) the cost of repairing, restoring or replacing the Building or Property as required by the following paragraph exceeds the amount of the Taking award received by Landlord from its mortgagee (Landlord agreeing to provide Tenant with all reasonable information and documentation regarding the extent of the repair, restoration or replacement work required, the cost thereof, and the Taking awards available therefor as soon as such information is received by Landlord) and within sixty (60) days following such taking by eminent domain, Landlord or Landlord's mortgagee has not agreed in writing to pay the shortfall, or (ii) Landlord does not commence repair, restoration or replacement within sixty (60) days of the Taking, or (iii) if Landlord defaults in diligently prosecuting such work to completion and such default continues beyond the applicable cure period, or (iv) if Landlord does not substantially complete such work within twelve (12) months following the date of such taking, in all cases subject to Force Majeure Causes. Tenant shall notify Landlord of Tenant's election to terminate this Lease within thirty (30) days after the date on which arises Tenant's right to terminate. Any such termination shall be effective thirty (30) days after the date of notice thereof, unless within such time the cause thereof has been removed.

Following a partial Taking, if this Lease is not terminated as herein provided, Landlord shall proceed with diligence to establish and collect all valid claims which may have arisen against the Taking authority or other and, subject to the then applicable Building codes, zoning ordinances and other legal requirements, landlord shall proceed with diligence to restore the Premises and Property, or what remains thereof, as nearly as practicable to their

Landlord of Tenant's election to terminate this Lease within thirty (30) days after the date on which arises Tenant's right to terminate. Any such termination shall be effective thirty (30) days after the date of notice thereof, unless within such time the cause thereof has been removed.

SECTION 7.2 is amended as follows:

1. The first three paragraphs are deleted and replaced with the following:

If all or any substantial part of the Property shall be taken for any public or quasi-public use under governmental law or by right of eminent domain (a "Taking") and the Taking would materially interfere with the use of the Premises for the purposes contemplated by this Lease, even if reconstructed to the maximum extent practicable in the circumstances, either Landlord or Tenant may terminate this Lease by giving written notice of termination to the other not later than thirty (30) days after the effective date of such Taking, provided, however, that any termination hereunder by Landlord following a partial Taking shall require the consent of Tenant, which consent shall be given only if the cost of repairing, restoring or replacing the Building or Property to their condition prior to such Taking materially exceeds the amount of the Taking award received by Landlord from its mortgagee (Landlord agreeing to provide Tenant with all reasonable information and documentation regarding the extent of the repair, restoration or replacement work required, the cost thereof, and the Taking awards available therefor as soon as such information is received by Landlord) and within sixty (60) days following such Taking, Landlord's mortgagee has not agreed in writing to pay the shortfall.

In the event of a partial Taking, Tenant shall also have the right to terminate this Lease if such partial Taking interferes with Tenant's use and occupation of the Premises and (i) the cost of repairing, restoring or replacing the Building or Property as required by the following paragraph exceeds the amount of the Taking award received by Landlord from its mortgagee (Landlord agreeing to provide Tenant with all reasonable information and documentation regarding the extent of the repair, restoration or replacement work required, the cost thereof, and the Taking awards available therefor as soon as such information is received by Landlord) and within sixty (60) days following such taking by eminent domain, Landlord or Landlord's mortgagee has not agreed in writing to pay the shortfall, or (ii) Landlord does not commence repair, restoration or replacement within sixty (60) days of the Taking, or (iii) if Landlord defaults in diligently prosecuting such work to completion and such default continues beyond the applicable cure period, or (iv) if Landlord does not substantially complete such work within twelve (12) months following the date of such taking, in all cases subject to Force Majeure Causes. Tenant shall notify Landlord of Tenant's election to terminate this Lease within thirty (30) days after the date on which arises Tenant's right to terminate. Any such termination shall be effective thirty (30) days after the date of notice thereof, unless within such time the cause thereof has been removed.

Following a partial Taking, if this Lease is not terminated as herein provided, Landlord shall proceed with diligence to establish and collect all valid claims which may have arisen against the Taking authority or other and, subject to the then applicable Building codes, zoning ordinances and other legal requirements, landlord shall proceed with diligence to restore the Premises and Property, or what remains thereof, as nearly as practicable to their

condition prior to such Taking at Landlord's sole expense, subject, however, to the extent of the proceeds of the Taking received by Landlord.

If this lease is terminated by Landlord or Tenant following a total or partial Taking as herein provided, Tenant shall have the right to give Landlord a Notice of Exercise of its Purchase Option at any time prior to the effective date of such termination. If Tenant gives such Notice of Exercise, the Closing shall occur on a date designated by Tenant in the Notice of Exercise which date shall be not earlier than twenty (20) nor later than one hundred and fifty (150) days after the date the Notice of Exercise is given.

In the event Tenant exercises its Purchase Option as herein provided, Tenant shall be entitled to receive, and Landlord hereby assigns to Tenant, all damages and other compensation payable by reason of such Taking, including the proceeds of any pro tanto award, which damages or compensation shall be the property of Tenant notwithstanding the date on which the Notice of Exercise is given or the date of the Closing. If any such damages or compensation is paid over to Landlord prior to the Closing, it shall be held in trust by Landlord for the benefit of Tenant and paid over to Tenant on or before the date of the Closing. Notwithstanding the foregoing, the amount of the Taking award expressly designed by the Taking authority as allocable to the Property shall be distributed as follows to the extent it is sufficient:

- (1) First, Tenant will be reimbursed for its attorney's fees, appraisal fees, and other reasonable costs incurred in prosecuting its claim for the award.
- (2) Second, Landlord's mortgagees shall be paid all principal, interest and other charges due on the loans to Landlord secured by their mortgages, provided that if any such mortgagee shall have acquired title to the Property through foreclosure or deed in lieu of foreclosure, and thus there is no mortgage, then such mortgagee shall be entitled to the amount of the principal, interest and all other charges due on the prior mortgage(s).
- (3) Third, Landlord shall receive the discounted present value of Landlord's interest in the unexpired Lease Term as of the date of the Taking. Such discounted present value shall be determined by a real estate appraiser selected by Tenant and against whom landlord has no reasonable objection. Such appraiser shall have at least ten (10) years experience appraising commercial income-producing properties and shall be qualified as an expert witness to give opinion testimony addressed to the issue in the Superior Court of Bristol County. Such discounted present value shall be determined in accordance with good appraisal practice and shall assume full performance of all terms and conditions of this Lease by both Landlord and Tenant.
- (4) Fourth, the balance shall be paid to Tenant.

Landlord and Tenant shall request that the Taking authority separately designate the portion of any Taking award constituting compensation for the Taking of the Property, and either may maintain separate action to obtain such a designation.

Tenant's right to exercise its Purchase Option as provided in this Section 7.2 shall survive any termination of this Lease by a vesting of title in the Taking authority, or the taking of possession of the Property or any part thereof by the Taking authority.

2. The last paragraph is amended by inserting the following before the word "Landlord" in the first line:

"If Tenant does not exercise its Purchase Option following a Taking and termination of this Lease as herein provided, then"

SECTION 9.2 is amended as follows:

The first paragraph is deleted and replaced with the following:

Upon the occurrence of an Event of Default by Tenant, Landlord shall have the remedies described in Section 9.3 below and any other remedies available at law or equity. In addition, upon the occurrence of a material Event of Default only, Landlord shall also have the right to terminate this Lease if Tenant fails to fully cure or eliminate the cause (s) of such Event of Default within sixty (60) days following written notice from Landlord identifying with reasonable specificity the nature of such material Event of Default by Tenant and stating that Landlord intends to terminate this Lease by reason of such material Event of Default (or, for those Events of Default which are incapable of being cured within such sixty (60) day period, if Tenant fails to commence and diligently prosecute such cure during such time period). Upon the effective date of such termination, this Lease shall come to an end as fully and completely as if the termination date stated in such notice were the date originally fixed for the expiration of the Term, and Tenant shall then quit and surrender the Premises and property to Landlord as provided in Section 6.7, but Tenant shall remain liable for damages arising out of such Event of Default as herein provided.

SECTION 10.2 is amended as follows:

The following two paragraphs are added after the first and only paragraph:

Notwithstanding any provision of the Lease to the contrary, Tenant shall not be obligated under this Section 10.2 of the Lease or otherwise to subordinate the Lease and the lien thereof to the lien of any future mortgage upon the Premises, or to enter into the recordable subordination agreement described in this Section 10.2 unless such mortgagee shall, in such recordable agreement, consent to be bound by the provisions of this Lease granting Tenant the Purchase Option and the provisions of Section 7.1.

Landlord's existing mortgagee, by entering into a certain recognition, non-disturbance and attornment agreement in connection herewith, has consented to this Lease.

THIS PARAGRAPH TO BE DELETED IF THERE IS NOT EXISTING MORTGAGEE. EXISTING MORTGAGEES MUST RECOGNIZE THE LEASE AND CONSENT TO THE PURCHASE OPTION, AND RESTORATION AND INSURANCE PROVISIONS.

SECTION 12.1 is amended as follows:

The third sentence is deleted and replaced with the following:

The obligations of the Tenant under this Lease or any amendment or extension of this Lease for any fiscal year are subject to an annual appropriation of funds to the University of Massachusetts at Dartmouth for such fiscal year by the Massachusetts General Court in an amount sufficient to perform all of the Tenant's obligations under this Lease which accrue in that fiscal year, and to an annual authorization by the Massachusetts Secretary of Administration and Finance and Board of Trustees of the University of Massachusetts to spend such funds for the purpose of discharging Tenant's obligations under this Lease during such fiscal year.

SECTION 12.2 is amended as follows:

1. The first paragraph is deleted and replaced with the following:

If, for any fiscal year during the Term of this Lease, funds for the discharge of Tenant's obligations under this Lease are not appropriated by the Massachusetts General Court or if either the Secretary of Administration and Finance or the Board of Trustees of the University of Massachusetts does not authorize the expenditure of such funds for the purpose of performing Tenant's obligations under this Lease during such fiscal year, or if the funds so appropriated and authorized are insufficient to discharge all of Tenant's obligations under this Lease during such fiscal year, then Tenant may terminate this Lease by written notice to Landlord without being in breach of this Lease and without any liability whatsoever for damages, penalties or other charges arising from such early termination, and without further recourse to either party; provided however, that Tenant shall pay all Rent and any other charges due to landlord for the period prior to its surrender of the Premises, and that Tenant shall comply with the provisions of Section 6.7 of this Lease.

2. The second paragraph is deleted and replaced with the following:

Tenant hereby confirms that the Massachusetts General Court has appropriated funds to the University of Massachusetts at Dartmouth for the discharge of Tenant's obligations under this Lease for the current fiscal year in an amount sufficient to perform all of the Tenant's obligations under this Lease which accrue during this fiscal year, and that the Massachusetts Secretary of Administration and Finance and Board of Trustees of the University of Massachusetts have authorized the expenditure of such funds for the purpose of discharging Tenant's obligations under this Lease during the current fiscal year.

SECTION 16.1 is amended as follows:

The entire section is deleted.

THE FOLLOWING SECTIONS ARE ADDED AFTER SECTION 16.19:

SECTION 16.20: Replacement Reserve

In order to establish a reserve for the purpose of funding the replacement of capital items located upon the Premises, Landlord shall establish a separate interest-bearing account at a custodial bank whose deposits are FDIC insured ("Replacement Reserve Account"). Landlord shall provide Tenant with evidence that the Replacement Reserve Account has been established on or before the first anniversary of the Date of Occupancy, and shall notify Tenant promptly if the account number or custodial bank changes during the Lease Term.

The Replacement Reserve Account shall be an escrow account established in Tenant's name and all funds deposited by Landlord in said account and interest accrued thereon shall be the sole and exclusive Property of Tenant, and any unexpended funds in the Replacement Reserve Account shall be paid to Tenant on the earlier of the Expiration Date or the earlier termination of this Lease or the Closing.

Commencing with the first full month following the first anniversary of the Date of Occupancy and continuing thereafter for the full Term of this Lease Tenant shall, by separate check made payable to the Replacement Reserve Account, pay monthly to Landlord at the time Base Rent is to be paid, the sum of _____ per month, to increase annually at the cumulative rate of ____ per cent __%, unless otherwise agreed by Landlord and Tenant (the "Capital Reserve Amount"). Landlord shall deposit each such separate check received from Tenant within five (5) business days after receipt thereof by the Landlord. All interest earned shall be added to the principal in the Replacement Reserve Account (but Landlord shall not be responsible for earning any interest).

Disbursements shall be made from the Replacement Reserve Account as follows:

- (a) Disbursements shall be made from the Replacement Reserve Account for no purpose other than paying for the replacement of capital items, including, but not limited to the roofs, walls, floors, structural components, building and mechanical systems, fixtures, finishes and appliances located upon the Premises (hereinafter collectively "Capital Replacements").
- (b) Funds in the Replacement Reserve Account shall not be used for Capital Replacements required to correct Latent Defects that Landlord is obligated to correct at its sole cost and expense pursuant to Section 5.4 or for correcting other Latent Defects if Landlord reasonably obtains correction of the defect under a warranty or other contract right obtained by Landlord in connection with such work (Landlord agreeing to obtain customary warranties from subcontractors and manufacturers and to use reasonable efforts to obtain correction of defective materials or workmanship under such warranties or other contract rights).
- (c) Disbursements shall be made from the Replacements Reserve Account to pay for a Capital Replacement only if there are no insurance proceeds available to pay for such Capital Replacement, and, if the item to be replaced is covered by a warranty, only if Landlord has been unable to obtain such replacement after using reasonable efforts to enforce such warranty.

- (d) If a proposed Capital Replacement has an estimated cost that exceeds Ten Thousand Dollars (\$10,000) and Landlord intends to pay for all or part of such Capital Replacement with funds from the Replacement Reserve Account, Landlord shall not undertake such Capital Replacement without the prior written approval of Tenant, which approval shall not be unreasonably withheld, conditioned or delayed unless the useful life of such replacement will extend beyond the end of the Initial Lease Term (in which event Tenant may withhold its approval in its sole discretion.) Landlord shall notify Tenant in writing of any proposed Capital Replacement to be funded from the Replacement Reserve Account, which notice shall include a description of the proposed Capital Replacement and the price to be paid therefor. Within fifteen (15) business days of receipt of a notice from Landlord requesting approval of a Capital Replacement, Tenant shall either approve or disapprove such request in writing. In the event of disapproval, Tenant shall provide the specific reasons therefor. If Tenant fails to notify Landlord of disapproval as required hereunder, Landlord's request shall be deemed approved, but only if the envelope containing Landlord's request bears the following notation in bold-face type: **THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO RESPOND WITHIN 15 DAYS SHALL RESULT IN AUTOMATIC APPROVAL.** Notwithstanding the foregoing, in cases of emergency Landlord may undertake a Capital Replacement without obtaining the prior approval of Tenant if the Capital Replacement is necessary to remove an immediate threat to life, health, or safety of persons or property upon the Premises. In such cases, Landlord shall give Tenant the notice required hereunder as soon as practical after the Capital Replacement is undertaken, and if Tenant notifies Landlord within ten (10) business days after receiving such notice that it disapproves such Capital Replacement, Landlord shall replenish the Replacement Reserve Account by an amount equal to the amount withdrawn to make such capital Replacement if it is determined pursuant to subparagraph (f) below that such Capital Replacement was not necessary.
- (e) Without limiting Landlord's obligations to maintain the Premises in good condition and in compliance with laws, as further set forth in Section 5.4 hereof, Tenant may request that Landlord undertake a Capital Replacement in lieu of repairing a capital item or for any other reason if, in Tenant's reasonable judgment, said Capital Replacement is necessary. Any such request shall be in writing and shall include a statement of the reasons why Tenant believes the Capital Replacement is necessary. Within fifteen (15) business days of receipt of a request from Tenant hereunder, Landlord shall either approve or disapprove such request in writing. In the event of disapproval, Landlord shall provide the specific reasons therefor. If Landlord fails to notify Tenant of disapproval as required hereunder, Tenant's request shall be deemed approved, but only if the envelope containing Tenant's request bears the following notation in bold-face type at least one-quarter inch high: **THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO RESPOND WITHIN 15 DAYS SHALL RESULT IN AUTOMATIC APPROVAL.** Landlord shall cause any Capital Replacement approved by Landlord hereunder to be undertaken promptly and completed with diligence.
- (f) In the event either Tenant or Landlord disapproves a proposed Capital Replacement and the parties cannot reach agreement regarding the disputed Capital Replacement within fifteen (15) business days after such disapproval, either Landlord or Tenant may give notice to the other that the dispute shall be resolved in the following manner: Landlord and Tenant shall each appoint (and pay for) a licensed professional engineer or architect within fifteen (15) business days after the aforesaid notice is given, and said individuals shall, within ten (10)

business days after their appointment, determine whether such Capital Replacement is necessary. In the event said individuals cannot reach agreement within said time period, they shall appoint (and share equally the cost of) a third licensed professional engineer or architect who alone shall, within ten (10) business days of his or her appointment, make such determination. For the purposes of this Section 16.20, a Capital Replacement shall be considered necessary if (i) it is required to remove an immediate threat to the life, health, or safety of persons or property upon the Premises, or (ii) it is required in order to comply with applicable laws, or (iii) the capital item to be replaced is no longer performing its intended function in a satisfactory manner and has exceeded ninety percent (90%) of its estimated useful life. In no event shall Landlord be in default of any obligation under this Lease to make a Capital Replacement if Tenant has failed to approve such Capital Replacement proposed by Landlord.

- (g) Whenever Landlord undertakes a Capital Replacement to be funded from the Replacement Reserve Account, Landlord shall solicit not less than three (3) competitive bids from competent and responsible contractors unless Landlord and Tenant agree that it is not practical to obtain three (3) competitive bids. If bids are solicited, the price to be paid for such Capital Replacement shall be the lowest of such bids, unless Landlord and Tenant agree that there is good reason for a contractor other than the lowest bidder to perform the work.
- (h) Promptly upon completion of any Capital Replacement funded from the Replacement Reserve Account, Landlord shall submit to Tenant a written statement showing (1) the full cost thereof, (2) the useful life of such Capital Replacement and (3) the interest rate applicable to the amortization of the cost of such Capital Replacement as provided in paragraph (i) below. Such statement shall also include copies of any bills or invoices submitted from the contractor performing the work and other parties to whom payment is made in connection with the Capital Replacement.
- (i) The cost of any Capital Replacement funded from the Replacement Reserve Account shall be amortized over its useful life. Following the completion of any such Capital Replacement, Landlord may withdraw each month from the Replacement Reserve Account an amount equal to the monthly payment necessary to amortize the cost of such Capital Replacement over its useful life together with either (a) interest at the rate charged by Landlord's lender if Landlord has financed such Capital Replacement, or (b) an imputed interest rate not to exceed the rate then being charged by institutional first mortgagees for permanent first mortgage loans on buildings similar to the Building if Landlord has used its own funds to pay for such Capital Replacement.
- (j) Within forty-five(45) days after the end of each calendar year during the Term of this Lease, Landlord shall render to Tenant a statement prepared in accordance with generally accepted accounting practices consistently applied showing all transactions in the Replacement Reserve Account for the calendar year just ended, which statement shall include copies of the statements received from the bank in which the Replacement Reserve Account is maintained. Upon receiving a written request from Tenant at any time during a calendar year, Landlord shall promptly provide Tenant with a copy of the most recent statement from the custodial bank.
- (k) Landlord and Tenant acknowledge that the purpose of the Replacement Reserve Account is to ensure that a portion of the Rent shall be set aside and made available for the purpose of

making Capital Replacements and for no other purpose, and that Landlord's obligation to repair and maintain the Premises under Section 5.4 and to make any necessary Capital Replacements in connection therewith shall in no way be limited by the amount of funds on deposit in the Replacement Reserve Account at any particular time.

- (l) The provisions of this Section 16.20 shall not apply to any repairs or maintenance undertaken by Landlord pursuant to Section 5.4 except for the replacement of capital items, nor to the replacement of any capital item that is not paid for with funds from the Replacement Reserve Account.
- (m) If Landlord undertakes any Capital Replacement other than a Capital Replacement required to correct a Latent Defect, and the cost of such Capital Replacement is not fully amortized as provided in paragraph (i) of this Section 16.20 prior to the exercise by Tenant of either the Purchase Option or the, then if, and only if Tenant exercises the Purchase Options, Tenant shall pay to Landlord at the Closing the unamortized principal balance of the cost of such Capital Replacement which shall be in addition to the purchase price.

Landlord and Tenant shall each be entitled to bring an action to compel specific performance of the provisions of this Section 16.20, which remedy shall be in addition to any other remedies either may have for a breach of this Lease.

SECTION 16.21: Purchase Option

In consideration of the execution of this Lease by Tenant and the performance of Tenant's obligations hereunder, Landlord hereby grants to Tenant the option the right and option to purchase the Property in accordance with the terms and conditions set forth herein (the "Purchase Option").

The Purchase Option shall be exercised by Tenant giving written notice of such exercise ("the Notice of Exercise") to Landlord at any time on or before the date which is not less than thirty (30) days prior to the expiration date of the Initial Lease Term. If Tenant gives the Notice of Exercise, the delivery of the deed to the Property to Tenant (the "Closing") shall be on the last day of the Initial Lease Term (or last business day if such a day is not a business day), at a time and place in the greater Boston area to be designated by Tenant in the Notice of Exercise. The purchase price for the Property shall be \$1.00 (the "Purchase Price") and shall be paid at the Closing in good funds drawn on a Boston clearinghouse bank (including a check of the Commonwealth or a wire transfer of funds of the Commonwealth) at the Closing.

At the Closing, the Premises shall be conveyed by a good and sufficient Massachusetts quitclaim deed in recordable form running to the Commonwealth of Massachusetts acting by and through its Division of Capital Planning and Operations or any successor agency to said Division, and said deed shall convey good and clear record and marketable title thereto, free from all encumbrances except:

- (a) Provision of then existing building, zoning, environmental, and other laws; and
- (b) Real estate taxes, liens for municipal betterments, water and sewer charges, and any other similar costs or expenses not yet due and payable on the Closing date; and

- (c) Those easements and restrictions existing as of the date of the Lease and listed on Exhibit _____ to the Lease, and such other easements and restrictions as may be created hereafter as to which Tenant consents (Tenant agreeing that it shall consent promptly to any easements and restrictions which do not unreasonably interfere with Tenant's use of the Premises for the purposes permitted under the Lease or marketability of the Property) (the "Permitted Encumbrances").

Full possession of the Property, in the condition required by the terms of the Lease (and subject to this Lease) (including, without limitation, a complete cure of any breaches of Landlords' obligations under the Lease, the completion of all construction of the Building and other improvements on the Property including without limitation components and systems necessary to operate and maintain the Building and other portions of the Property as provided in the Working Drawings and the Lease, and with any Latent Defects of which Landlord has notice from Tenant or any other party completely cured), not in violation of any Environmental Laws as defined in Section 5.7 hereof, and free of all tenants and occupants except Tenant and any party claiming by, through or under Tenant, shall be delivered by Landlord to the Commonwealth at the Closing. If Landlord shall be unable to give title or make conveyance, or to deliver possession, all as herein stipulated, then at Tenant's written election:

- (i) (A) Landlord shall remove all encumbrances other than the Permitted Encumbrances, if any, including any voluntary encumbrances, encumbrances which are a result of a default by Landlord, (except any encumbrances which are caused directly by Tenant or those acting under Tenant) or encumbrances which secure the payment of money and Landlord shall use reasonable efforts to remove all other encumbrances (except for public takings) which prevent Landlord from conveying good and clear record and marketable title to the Property to Tenant, whether such encumbrances were created or recorded before or after the date hereof, and (B) Landlord shall use all reasonable efforts to remove all other defects in title and to deliver possession as provided herein, including, without limitation, completion of all construction of the Building and improvements and, correction of all Latent Defects, as the case may be, and the Closing shall be extended for a period of not more than ten (10) days to remove encumbrances which secure the payment of money and in all other cases hereunder, for a period of not more than ninety (90); or
- (ii) Tenant may rescind its Notice of Exercise and be relieved of any further obligation or liability in connection therewith, but such rescission shall not affect the continued rights and obligations of Landlord and Tenant under all provisions of this Lease, if any, other than those of this Section ____.

If at the expiration of the extended time, Landlord shall have failed to so remove any defects in title or deliver possession, all as herein agreed, Tenant shall have the election to (i) rescind its Notice of Exercise and be relieved of any further obligation or liability in connection therewith, but such rescission shall not affect the continued rights and obligations of Landlord and Tenant under all provisions of this Lease, if any, other than those of this Section 16.21, or (ii) accept such title as Landlord can deliver to the Property in their then condition, in which case Landlord shall convey such title and Tenant shall pay the full Purchase Price, unless such defects in title secure the payment of money, are voluntary encumbrances, or are a result of a default by Landlord, in which event the costs of removing such defects shall be deducted from the Purchase Price. If the Building shall have been damaged by fire or casualty, Tenant may elect to extend

the Closing for the period of time required for Landlord to repair, restore or replace the Building pursuant to Section 7.1. Tenant may also elect, at either the original or any extended time for Closing, to accept the Building in its then condition. In either case, at the Closing Landlord shall, unless Landlord has previously restored the Building to its former condition, assign to Tenant all claims which Landlord may have with respect to all amounts recoverable on account of such insurance and pay over to Tenant all amounts recovered, in each case to the extent of all amounts in excess of the amounts incurred or expended on restoration on account of such insurance. In addition, if the Building shall be damaged by fire or casualty after the exercise of the Purchase Option, Tenant may also elect to rescind its Notice of Exercise and be relieved of any further obligation or liability in connection therewith, but such rescission shall not affect the continued rights and obligations of Landlord and Tenant under all provisions of this Lease, if any, other than those of this Section 16.21.

Tenant, its employees and agents shall have the right, at all reasonable times and at Tenant's sole cost and expense, whether prior to the date of exercise of the Purchase Option or thereafter, to conduct such surveys, tests and inspections, including without limitation environmental studies and assessments, as Tenant determines necessary to evaluate the Property.

At the Closing, Landlord shall deliver to the Commonwealth:

- (a) The deed conveying title to the Property in accordance with the provisions of this Section 16.21;
- (b) A bill of sale without warranty of title, in form and content reasonably satisfactory to Tenant, conveying and transferring title to Landlord's personal property used solely in connection with the maintenance and operation of the Property;
- (c) An assignment without warranty, in form and content reasonably satisfactory to Tenant, of all of Landlord's rights, title and interest in and to all service, maintenance and management contracts (to the extent that Tenant, at its option, has elected to assume same) affecting or relating to the Property, together with the original of each such contract;
- (d) An assignment without warranty, in form and content reasonably satisfactory to Tenant, of all franchises, licenses, permits, approvals and other consents issued by governmental authorities which are or may be required for use and occupancy of the Property;
- (e) Such affidavits and indemnities as a title insurance company typically or reasonably requires relating to mechanic's liens and parties in possession;
- (f) A set of current "as built" plans and specifications for the building and an ALTA survey unless up-to-date "as built" plans have already been provided to Tenant;
- (g) An assignment without warranty, in form and content reasonably satisfactory to Tenant, of all of Landlord's rights, title and interest in and to all guaranties and warranties relating to the Building, and the equipment, furnishings and fixtures, together with the original of each such guarantee and warranty;
- (h) All maintenance records and operating manuals pertaining to the Property;

- (i) Title closing documents, including all discharges of encumbrances which secure the payment of money in recordable form;
- (j) An affidavit from Landlord containing the representations and warranties made by Landlord in the last two paragraphs of Section 5.1, made and executed as of the date of the Closing;
- (k) Such certificates, votes, authorizing resolutions and similar documentation as may be reasonably required by Tenant to insure the legality and binding effect of the Closing instruments delivered by Landlord.

Adjustments of Rent, Additional Rent, Real Estate Taxes, if any, water and sewer use charges and all other items of a similar nature shall be apportioned in accordance with customary practice as of the Closing Date to the end that Tenant shall bear and pay all such items as provided for in this Lease through such Closing Date. If the amount of Real Estate Taxes is not known on the date of the Closing, Real Estate Taxes shall be apportioned on the basis of the assessment for the preceding tax year and reapportioned as soon as the new tax rate and valuation is ascertained; this provision shall survive the Closing and termination of the Lease. Landlord and Tenants shall each pay for its own expenses, including legal fees, incurred in connection with the Closing and the documents to be delivered at the Closing. Landlord shall pay at the Closing all deed stamps and transfer taxes, if any, payable on account of the sale of the Property and all recording costs for documents that must be recorded to clear the title of encumbrances. Tenant shall pay the costs of recording all conveyancing documents necessary to enable Landlord to convey the Property as herein provided.

The effective termination of the Lease at any time shall terminate all rights and obligations of Landlord and Tenant under this Section. The Purchase Option shall not be assignable except as part of the Lease. In the event of Tenant's exercise of the Purchase Option, the Lease, unless it has been terminated, shall nevertheless continue in full force and effect until the Closing. Time shall be of the essence with respect to Tenant's exercise of the Purchase Option and Landlord's obligations set forth in this Section 16.21, and Landlord and Tenant acknowledge and agree that the deadlines contained in this Section 16.21 shall not be extended for Force Majeure Causes or because of any cure periods under this Lease unless each of the parties hereto agrees to such extension in writing, neither party being under any obligation whatsoever to agree to such an extension.

SECTION 16.22: Transfer of Landlord's Interest

Landlord acknowledges that Landlord was selected through an open and competitive procurement process conducted by Tenant and the User Agency pursuant to the provisions of Chapter 457 of the Acts of 1996, Section 2; that the experience, qualifications, capabilities, reputation, and financial viability of Landlord, Landlord's architect and Landlord's construction contractor were material factors in the selection of Landlord to provide the Premises and services hereunder; and that said legislation requires that this Lease obligate the Landlord selected by Tenant pursuant to said open and competitive process to construct the Landlord's Improvements. Accordingly, prior to the Date of Occupancy, Landlord shall not (i) sublet, assign or otherwise transfer its interest in the Property or its rights or obligations under this Lease (except for the giving of such security interests in the rents and Property as may be reasonably required by Landlord's mortgagee and which are customary in connection with the financing of similar properties), or (ii) change the identity of Landlord's architect or construction contractor except

for a material default by such designer or construction contractor, and then only with the prior written approval of Tenant, which approval shall not be unreasonably withheld, conditioned or delayed, Tenant agreeing to act upon any such request by Landlord within five (5) business days after receipt by Tenant of complete information documenting the default of such architect or construction contractor, as the case may be.

Following the Date of Occupancy, Landlord shall not (i) sublet, assign or otherwise transfer its interest in the Property or its rights or obligations under the Lease, or (ii) change the identity of the Landlord's management company for the Property if Landlord does not manage the Property itself, without the prior written approval of Tenant, which approval shall not be unreasonably withheld, conditioned or delayed provided the proposed transferee, assignee or new management company has demonstrated that it has the experience, expertise and financial strength necessary to perform its obligations under this Lease in a satisfactory manner, in Tenant's reasonable judgment, and, in the case of a transfer of Landlord's interest, such transferee, by valid written instrument, expressly assumes for itself and its successors and assigns, and for the benefit of Tenant, all of the obligations of Landlord under this Lease.

Landlord acknowledges that a transfer of all or part of the legal or beneficial ownership in Landlord, or any other act resulting in a significant change in the ownership or distribution of such ownership, or any change in the identity of the parties in control of Landlord is, for practical purposes, a transfer of the Landlord's interest. Therefore, Landlord agrees that, except for an involuntary transfer caused by death or incapacity, there shall be no change in the ownership or distribution of ownership interests in Landlord, or change in the identity of the parties in control of Landlord or in the degree of control of the Landlord by any method or means which shall deprive the individuals identified in Exhibit E of a controlling interest in Landlord. For the purposes of this section, the term "controlling interest" shall mean an interest, beneficial or otherwise, which would permit the exercise of substantial managerial influence over the operations of Landlord.

Tenant shall advise Landlord in writing whether or not it consents to a proposed transfer requiring Tenant's approval within thirty (30) days of receiving Landlord's request for such consent. In the event such consent is withheld, Tenant shall specify the reasons therefore. If Tenant fails to so notify Landlord within such time period, Tenant shall be deemed to have given its consent to the proposed transfer.

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- | | |
|------------------|--|
| Function | • Gallery for work of faculty or visiting artists, open to public. |
| Occupants | • 100 |
| Location | • Public access without disruption to offices or classrooms.
• Near to supervision. |

Building Systems Required

- | | |
|----------------|--|
| Floors | • Wood or concrete. |
| Walls | • Standard |
| Ceiling | • Exposed structure acceptable. |
| Ceiling Ht. | • 14'-0" Minimum |
| Doors | • Lockable, 6'w. x 10'h. opening for forklift access. |
| Windows | • No windows. |
|
Mechanical |
• HVAC Outside Air: 20 CFM per Occupant; 2000 CFM. Air conditioning. |
| Electrical | • See standard specifications.
• Ambient and directional lighting. |

Function	<ul style="list-style-type: none"> • Gallery for student work, open to public
Occupants	<ul style="list-style-type: none"> • 50
Location	<ul style="list-style-type: none"> • Public access without disruption to offices or classrooms. • Near to supervision. • Adjacent to Gallery/Exhibition Space.

Building Systems Required

Floors	<ul style="list-style-type: none"> • Wood or concrete
Walls	<ul style="list-style-type: none"> • Standard
Ceiling	<ul style="list-style-type: none"> • Exposed structure acceptable
Ceiling Ht.	<ul style="list-style-type: none"> • 14'-0" Minimum
Doors	<ul style="list-style-type: none"> • Lockable, 6'w. x 10'h. opening for forklift access.
Windows	<ul style="list-style-type: none"> • No windows
Mechanical	<ul style="list-style-type: none"> • HVAC Outside Air: 20 CFM per Occupant; 1000 CFM. Air conditioning.
Electrical	<ul style="list-style-type: none"> • See standard specifications. • Ambient and directional lighting.

Function	<ul style="list-style-type: none"> • Lectures, slides, films
Occupants	<ul style="list-style-type: none"> • 120 students
Location	<ul style="list-style-type: none"> • Public access without disruption to offices or classrooms. • Near to supervision.

Building Systems Required

Floors	<ul style="list-style-type: none"> • Concrete, wood, resilient tile, or carpet.
Walls	<ul style="list-style-type: none"> • Acoustic Wall Assembly.
Ceiling	<ul style="list-style-type: none"> • Suspended acoustical tile
Ceiling Ht.	<ul style="list-style-type: none"> • 14' Min.
Doors	<ul style="list-style-type: none"> • Lockable, vision panel.
Windows	<ul style="list-style-type: none"> • No windows.
Mechanical	<ul style="list-style-type: none"> • HVAC Outside Air: 20 CFM per Occupant; 2400 CFM. Air conditioning.
Electrical	<ul style="list-style-type: none"> • See standard specifications. • Dimmable lights

Function	<ul style="list-style-type: none"> • Place for CVPA students from all departments to eat and socialize. • Heating up food.
Occupants	<ul style="list-style-type: none"> • 50
Key Equipment to be Accommodated	<ul style="list-style-type: none"> • Tables, chairs, couch, vending machines, refrigerator, microwave, coffee maker.
Location	<ul style="list-style-type: none"> • Central to all CVPA departments.
Building Systems Required	
Floors	<ul style="list-style-type: none"> • Resilient tile
Walls	<ul style="list-style-type: none"> • Standard
Ceiling	<ul style="list-style-type: none"> • Exposed structure acceptable.
Ceiling Ht.	<ul style="list-style-type: none"> • 8'-6" minimum.
Doors	<ul style="list-style-type: none"> • No door required
Windows	<ul style="list-style-type: none"> • Windows preferred.
Plumbing	<ul style="list-style-type: none"> • Sink
Built-In F&E	<ul style="list-style-type: none"> • At least 15 linear feet of counter for microwave, coffee maker, etc., with storage cabinetry below.
Mechanical	<ul style="list-style-type: none"> • HVAC Outside Air: 20 CFM per Occupant; 1000 CFM. Air conditioning. • Exhaust to keep room under negative pressure.
Electrical	<ul style="list-style-type: none"> • See standard specifications.

Function

- Place for CVPA faculty from all departments to eat and socialize.
- Heating up food.

Occupants

- 10

Key Equipment to be Accommodated

- Tables, chairs, refrigerator, microwave, coffee maker.

Location

- Central to all CVPA departments.

Building Systems Required

Floors	• Resilient tile
Walls	• Standard
Ceiling	• Exposed structure acceptable.
Ceiling Ht.	• 8'-6" minimum.
Doors	• Lockable solid core.
Windows	• Windows preferred.

Plumbing

- Sink

Built-In F&E

- At least 8 linear feet of counter for microwave, coffee maker, etc., with storage cabinetry below.

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 200 CFM. Air conditioning.
- Exhaust to keep room under negative pressure.

Electrical

- See standard specifications.

Function	<ul style="list-style-type: none"> • Computer instruction and independent work.
Occupants	<ul style="list-style-type: none"> • 15 workstations
Key Equipment to be Accommodated	<ul style="list-style-type: none"> • Computer workstations, printers, scanner, projector for instructor's demonstrations
Location	<ul style="list-style-type: none"> • Central to CVPA.

Building Systems Required

Floors	<ul style="list-style-type: none"> • Resilient tile
Walls	<ul style="list-style-type: none"> • Standard
Ceiling	<ul style="list-style-type: none"> • Suspended acoustical tile
Ceiling Ht.	<ul style="list-style-type: none"> • 8'-6" minimum
Doors	<ul style="list-style-type: none"> • Lockable, vision panel
Windows	<ul style="list-style-type: none"> • No windows. Fixed viewing window into corridor.
Mechanical	<ul style="list-style-type: none"> • HVAC Outside Air: 20 CFM per Occupant; 3200 CFM. Air conditioning.
Electrical	<ul style="list-style-type: none"> • Special electrical load, surge protection, system of wire chases for workstations (or underfloor system) for data wiring

Function • Place for quiet work and reading. A small collection of books.

Occupants • 6

**Key Equipment
to be Accommodated** • Shelving

Location • Centrally located, adjacent to Computer Center
• Removed from shops containing loud machinery.

Building Systems Required

Floors • Resilient tile or carpet
Walls • Acoustic Wall Assembly.
Ceiling • Exposed structure acceptable.
Ceiling Ht. • 8'-6" minimum
Doors • Lockable, vision panel
Windows • Required

Plumbing • None
Mechanical • HVAC Outside Air: 20 CFM per Occupant; 120 CFM. Air conditioning.

Electrical • See Standard Specifications.
• Data wiring for two workstations.

Function

- Storage and preparation of food for receptions & gallery.
- 5x7 kitchen with adjacent eating area.

Occupants

- 4

**Key Equipment
to be Accommodated**

- Refrigerator, stove, microwave, table and chairs

Location

- Adjacent to Galleries.

Building Systems Required

Floors

- Resilient tile

Walls

- Standard

Ceiling

- Exposed structure acceptable

Ceiling Ht.

- 8'-6" minimum

Doors

- Lockable

Windows

- Windows not required.

Built-In F&E

- Food storage cabinetry. At least 10 linear feet of counter space.

Plumbing

- Sink

Mechanical

- HVAC Outside Air: 20 CFM per Occupant; 100 CFM. Air conditioning.
- Exhaust to keep room under negative pressure.

Electrical

- See standard specifications.
- 220v for electric stove.

Process ventilation

- Exhaust over stove.

Function

- Storage of artwork

Location

- Adjacent to Galleries.
- Accessible to loading dock.

Building Systems Required

Floors

- Concrete, wood, or resilient tile acceptable

Walls

- Standard

Ceiling

- Exposed structure acceptable

Ceiling Ht.

- 12'-0"

Doors

- Lockable, 6'w. x 10'h. opening for forklift access.

Windows

- No windows required.

Mechanical

- Adequate environmental control for the protection of artwork.
Temperature and relative humidity control required.
- Minimum 300 CFM outside air, to be filtered.

Electrical

- See standard specifications.

Function

- Centralized area for storing chemicals.

**Key Equipment
to be Accommodated**

- Shelving and chemical storage cabinets.

Location

- Adjacent to Loading/Receiving Area and accessible to freight elevator.
- Should have one exterior wall.

Building Systems Required

Floors

- Acid and solvent resistant.
- Seamless.

Walls

- 8" CMU

Ceiling

- Exposed structure acceptable.

Ceiling Ht.

- 12'

Doors

- Double doors, open out. Forklift accessible. Curb at doors so that 55 gallon spill will be contained in room.

Windows

- No windows.

Fire safety

- Explosion panel in outside wall.
- Fire protection to meet code. No floor drains.

Mechanical

- Spark proof, explosion proof exhaust fan.

Electrical

- All spark proof, explosion proof, electrical fixtures.

Process Ventilation

- 200 CFM direct to outside.

Function

- Centralized area for storing hazardous waste between pickups.
-

**Key Equipment
to be Accommodated**

- Shelving and chemical storage cabinets.

Location

- Adjacent to Loading/ Receiving Area and accessible to freight elevator.
- Should have one exterior wall.

Building Systems Required

Floors

- Acid and solvent resistant.
- Seamless.

Walls

- 8" CMU

Ceiling

- Exposed structure acceptable.

Ceiling Ht.

- 12'

Doors

- Double doors, open out. Forklift accessible. Curb at doors so that 55 gallon spill will be contained in room.

Windows

- No windows.

Fire safety

- Explosion panel in outside wall.
- Fire protection to meet code. No floor drains.

Mechanical

- Spark proof, explosion proof exhaust fan.

Electrical

- All spark proof, explosion proof, electrical fixtures.

Process Ventilation

- 200 CFM direct to outside.

Function • Lectures, instruction, slides.

Occupants • 40 students

Location • Near other BCC functions

Building Systems Required

- | | |
|--------------------|---|
| Floors | • Resilient tile |
| Walls | • Acoustic Wall Assembly. |
| Ceiling | • Suspended acoustical tile |
| Ceiling Ht. | • 10'-0" minimum |
| Doors | • Lockable, vision panel |
| Windows | • Windows preferred. If there are windows, provide room darkening shades. |
| Mechanical | • HVAC Outside Air: 20 CFM per occupant; 820 CFM. Air conditioning. |
| Electrical | • See standard specifications. |
| | • Dimmable lights |

BCC-07

Resource/Lecture Room

One @ 950 SF

Function • Lectures, slides, films

Occupants • 70 students

Location • Central to BCC.

Building Systems Required

Floors • Resilient tile
Walls • Acoustic Wall Assembly.
Ceiling • Suspended acoustical tile
Ceiling Ht. • 12'
Doors • Lockable, vision panel
Windows • No windows

Mechanical • HVAC Outside Air: 20 CFM per occupant; 1400 CFM. Air conditioning.

Electrical • See standard specifications.
• Dimmable lights

BCC-09

Director's Office

One @ 200 SF

Function	<ul style="list-style-type: none">• Office
Occupants	<ul style="list-style-type: none">• One
Location	<ul style="list-style-type: none">• In close proximity to access point to BCC.• Adjoining BCC Reception/Secretarial Area

Building Systems Required

Floors	<ul style="list-style-type: none">• Carpet
Walls	<ul style="list-style-type: none">• Acoustic Wall Assembly.
Ceiling	<ul style="list-style-type: none">• Suspended acoustical tile
Ceiling Ht.	<ul style="list-style-type: none">• 8'-6" minimum
Doors	<ul style="list-style-type: none">• Lockable, vision panel
Windows	<ul style="list-style-type: none">• Windows required, window treatment required.
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per occupant; 40 CFM. Air conditioning.
Electrical	<ul style="list-style-type: none">• See standard specifications. Phone jack, data wiring

Function	<ul style="list-style-type: none">• Incorporates reception, clerical, copying, waiting.
Occupants	<ul style="list-style-type: none">• Two workstations and seating area for four.
Key Equipment to be Accommodated	<ul style="list-style-type: none">• Modular office workstations with computers• Copier and fax machine to be accommodated in separately enclosed room within Secretarial area.
Location	<ul style="list-style-type: none">• In close proximity to access point to BCC.• Adjoining Director's Office and Faculty Offices
Building Systems Required	
Floors	<ul style="list-style-type: none">• Carpet
Walls	<ul style="list-style-type: none">• Low partitions within; full height partitions at overall perimeter.
Ceiling	<ul style="list-style-type: none">• Suspended acoustical tile
Ceiling Ht.	<ul style="list-style-type: none">• 8'-6" minimum
Doors	<ul style="list-style-type: none">• Lockable; vision panel
Windows	<ul style="list-style-type: none">• Not required
Mechanical	<ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per occupant; 120 CFM. Air conditioning.
Electrical	<ul style="list-style-type: none">• See standard specifications.• Phone jack, data wiring

BCC-11/12

Faculty Office

Two @ 200 SF

Function	<ul style="list-style-type: none">• Office
Occupants	<ul style="list-style-type: none">• 2
Location	<ul style="list-style-type: none">• In close proximity to access point to BCC.• Adjoining BCC Reception/Secretarial Area.

Building Systems Required

Floors	<ul style="list-style-type: none">• Carpet
Walls	<ul style="list-style-type: none">• Acoustic Wall Assembly.
Ceiling	<ul style="list-style-type: none">• Suspended acoustical tile
Ceiling Ht.	<ul style="list-style-type: none">• 8'-6" Minimum
Doors	<ul style="list-style-type: none">• Lockable, vision panel
Windows	<ul style="list-style-type: none">• Windows required, window treatment
 Mechanical	 <ul style="list-style-type: none">• HVAC Outside Air: 20 CFM per occupant; 40 CFM. Air conditioning.
 Electrical	 <ul style="list-style-type: none">• See standard specifications.• Phone jack, data wiring.

ATTACHMENT C-1
Lease Proposal Form

**THIS OFFICIAL FORM MAY NOT BE ALTERED. ANY CHANGES OR ALTERATIONS
MADE TO THIS FORM MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

LEASE PROPOSAL

Project No: **970940.1**

To: Director, Office of Leasing and State Office Planning
Division of Capital Planning and Operations
100 Cambridge Street, Room 1611
Boston, MA 02202

Proposal No: _____

The undersigned has read the Request for Proposals (RFP) and has carefully examined all specifications therein. The undersigned certifies that prior to occupancy by the User Agency, the proposed property shall comply with all RFP specifications unless stated otherwise in this Proposal; that he/she is an eligible proposer as defined in the RFP; and that there are no known obstacles to prevent the owner from executing a lease, or which could invalidate such agreement. The undersigned agrees to provide a notarized statement listing the names and residences of all persons having a direct or indirect beneficial interest in the property, as required by M.G.L. Chapter 7, Section 40J; and certification that all state taxes have been paid by the owner in accordance with M.G.L. Chapter 62C, Section 49A and Chapter 151A, Section 194(b). The undersigned further agrees that the owner of the proposed property, if selected, will enter a lease substantially in the form of the one attached to the RFP. The undersigned acknowledges that DCPO may reject all proposals, or waive portions of the RFP for all proposals, if it deems it in the Commonwealth's best interest. The undersigned proposes to lease property to the Commonwealth of Massachusetts as follows:

1. Proposal Summary

User Agency: _____

Address of Proposed Building: _____

City _____ State _____ Zip Code _____
Proposed Usable Area: _____ SF (which provides net area of: _____ SF for the User Agency)

Proposed Rental Rate (From Section 2)

Year-1 Total Rental Rate: _____
Costs not included in the rental rate (paid separately by User Agency)
[] Utilities [] Other: _____
[] Other: _____

\$ _____ /SF

Term of Lease: 20 years

Proposer

Name of Proposer: _____

Contact: _____

Company Name: _____

Proposer's Address: _____

City _____ State _____ Zip Code _____ Tel: _____

Eligible Proposer as (check one):

[] Owner [] Broker or Agent [] Purchaser

Proposer's Signature: _____

Date: _____

Owner

Name of Property Owner: _____

Owner's Address: _____

City _____ State _____ Zip Code _____ Tel: _____

2. Cost

Please complete the table below by providing a figure for each component of the Total Rental Rate, Total Additional Costs, Total Occupancy Rate and the Total Occupancy Cost.

DCPO will consider proposals in which the Tenant pays increases in Operating Expenses and Real Estate Taxes over the base year (Year 1). In such cases, 1) proposers are cautioned to read the definitions in the rider sections before completing the table below, and 2) proposers must fill in a rate for each component of the Total Rental Rate and Total Additional Costs for at least Year 1.

All cost information pertaining to this proposal is to be included in this Section 2.

_____ Proposed Usable Area (usf).

Proposed Occupancy Rate (\$/sf/yr)	Year 1	Year 2	Year 3	Year 4	Year 5
Net Rental Rate					
Tenant Improvements					
Operating Expenses					
Real Estate Taxes					
Other _____					
(a) Total Rental Rate:					
Additional Costs					
Other _____					
Other _____					
(b) Total Additional Costs:					
(c) Total Occupancy Rate (a+b):					
Total Occupancy Cost (\$/yr) (c x usf):					

Proposed Occupancy Rate (\$/sf/yr)	Year 6	Year 7	Year 8	Year 9	Year 10
Net Rental Rate					
Tenant Improvements					
Operating Expenses					
Real Estate Taxes					
Other _____					
(a) Total Rental Rate:					
Additional Costs					
Other _____					
Other _____					
(b) Total Additional Costs:					
(c) Total Occupancy Rate (a+b):					
Total Occupancy Cost (\$/yr) (c x usf):					

2. Cost

Proposed Occupancy Rate (\$/sf/yr)	Year 11	Year 12	Year 13	Year 14	Year 15
Net Rental Rate					
Tenant Improvements					
Operating Expenses					
Real Estate Taxes					
Other _____					
(a) Total Rental Rate:					
Additional Costs					
Other _____					
Other _____					
(b) Total Additional Costs:					
(c) Total Occupancy Rate (a+b):					
Total Occupancy Cost (\$/yr) (c x usf):					

Proposed Occupancy Rate (\$/sf/yr)	Year 16	Year 17	Year 18	Year 19	Year 20
Net Rental Rate					
Tenant Improvements					
Operating Expenses					
Real Estate Taxes					
Other _____					
(a) Total Rental Rate:					
Additional Costs					
Other _____					
Other _____					
(b) Total Additional Costs:					
(c) Total Occupancy Rate (a+b):					
Total Occupancy Cost (\$/yr) (c x usf):					

Comments:

Instructions: Please complete the remaining sections and attach all requested documents. Include any information that may assist the Commonwealth in evaluating your proposal.

3. Location

3.1 Search Area

Confirm that the proposed building is located within the search area defined in the RFP. [] Yes [] No

3.2 Access

List closest highway exits and major arterial roads and estimate their distance from the proposed building:

List public transportation serving the building, note nearby stops or stations and estimate their distance from the proposed building:

3.3 Parking: Refer to Section A - 1.3 of the RFP for the number of spaces needed.

Public Indicate the number of public parking spaces in the vicinity of the proposed building:
_____ including _____ handicapped public spaces.

Reserved Indicate the number and location of reserved parking spaces included in this proposal.

Address	Regular Spaces	Handicapped Spaces	Total Spaces

3.4 Neighborhood Characteristics

Check below the uses of all buildings or land adjacent to or across the street from the proposed building:

[] Commercial [] Residential [] Industrial [] Vacant Land [] Other (specify) _____

List amenities (banks, restaurants, shops, etc.) within a ten minute walk of the building:

Describe neighborhood characteristics relating to safety and security:

4. Building Conditions: Enclosure, Systems, and Common Areas

4.1 Building Statistics

Year of initial construction: _____ Gross sf: _____
No. floors: _____ Floor load: _____ lb/sf Rentable sf: _____
No. elevators: _____ Passenger _____ freight Usable sf: _____
Year & scope of latest renovations: _____

Building use: Estimate percentage break-down of existing tenants in the building:

____ Office ____ R&D ____ Retail ____ Warehouse ____ Manufacturing ____ Residential
____ Vacant ____ Other (specify) _____ % building occupied _____

4.2 Building Enclosure

Type of Construction: [] Brick [] Concrete [] Steel [] Wood [] Other (specify) _____
Type of Exterior Walls: [] Brick [] Concrete [] Stone [] Wood [] Other (specify) _____

Type and Age of Windows: type _____ date installed _____ Operable _____

Type of Roof: _____ Year of Installation/Re-roofing: _____

Please attach to this proposal a description of all proposed improvements to building enclosure:

4.3 Building Systems

Fire Safety Systems:

Write E for those that exist, and P for those that do not exist but that will be provided prior to occupancy.

____ Sprinkler ____ Smoke Detectors ____ Fire Alarm
____ Fire Escapes ____ Fire Escape Signs ____ Fire doors/walls
____ Exit route diagrams ____ Emergency Lighting ____ Fire Extinguishers/Hose Closets

Heating System:

Type of system, fuel source, date of installation _____
Date and scope of latest renovations _____
Available capacity for the proposed space _____

Air Conditioning and Ventilation System:

Type of system, fuel source, date of installation _____
Date and scope of latest renovations _____
Available capacity for the proposed space _____

Electrical System:

Transformer capacity and date of installation _____
Date and scope of latest renovations _____
Available capacity for the proposed space _____

Please attach to this proposal a description of all proposed improvements to buildings systems.

4.4. Building Common Areas

Note existing condition of the following common areas and attach a description of all proposed renovations:

Lobby/Entrance:

Stairways:

Elevators:

Loading Dock:

Corridors:

Restrooms:

4.5 Barrier free access and compliance with Americans with Disabilities Act (ADA):

Write E for those that are accessible now, and P those that are not but will be made accessible prior to occupancy.

____ Site	____ Building Entrance	____ Common Area Restrooms
____ Proposed Premises	____ Common Area Hallways	____ Elevators

4.6 Environmental Conditions

Are there any existing reports concerning the environmental condition of the Building Property and environs? ☐ Yes ☐ No
If you answered YES above, please list reports and enclose a copy of each (cf. Section 11)

List any known hazardous substances on or under the Property.

Confirm that all hazardous substances, whether presently known or discovered, shall be remediated to the satisfaction of DCPO. ☐ Yes ☐ No

5. Building Conditions: Proposed Premises

Floor Number(s): _____	Contiguous block of space: <input type="checkbox"/> Yes <input type="checkbox"/> No
Column spacing: _____ feet	
Ceiling Height: _____ feet	from the finished floor to underside of slab above.
Window Space: _____ percent	of total exterior wall space.
No. of Means of Egress: _____	
Special Features:	

6. Landlord Capacity

6.1 Availability of space

Date proposed space will be vacant.

List existing tenants which currently occupy, or have the option to use, the proposed site or space and the term of any rental agreement.

Projected date that construction or renovation of base building and of tenant improvements can commence:

6.2 Design and Construction

Confirm that prior to lease execution, the landlord shall complete working drawings at 100% design stage ready for construction and shall, no later than lease execution, contract for construction of improvements required under the lease. ☐ Yes ☐ No

6b. Landlord Capacity

6.3 Project Team:

	Name of Firm or Individual	Name of Discipline Leader
Landlord & Developer	_____	_____
Architect	_____	_____
Landscape Architect	_____	_____
Structural Engineer	_____	_____
Environmental & Geotechnical Engineer	_____	_____
Mechanical Engineer	_____	_____
Electrical Engineer	_____	_____
Health & Safety Engineer	_____	_____
Contractor	_____	_____
Others	_____	_____

For each of the above, please submit resumes and qualifications of principals, discipline leader, and key personnel who will be assigned to the project, and portfolio of recent projects of similar cost, complexity and type. This material is to substantiate the representations made by the proposal team.

DCPO reserves the right to request financial information and references during its evaluation of proposals.

6.4 Confirm that the landlord named in the lease shall be the developer and shall be fully responsible to design and construct improvements to meet the specifications of this RFP and the lease, and that the landlord named in the lease shall meet the property management specifications of the RFP and the lease. ☐ Yes ☐ No

6.5 Confirm that each discipline leader shall be responsible for supervising preparation of all documents and for affixing his or her signature and professional seal of all drawings prepared in the manner required for construction permits. ☐ Yes ☐ No

6.6 Confirm that the proposed contractor is certified to construct projects of at least the size of this anticipated project and that it can obtain performance and completion bonds for the anticipated work. ☐ Yes ☐ No

6.7 Confirm that the property management company has successfully managed in the last five years at least two facilities of similar size and type as the anticipated project. ☐ Yes ☐ No

6.8 Status of Permits and Approvals:

	Obtained	To Be Obtained
Zoning	<input type="checkbox"/>	<input type="checkbox"/>
Conservation	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>
Building Permit	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>

6.9 a. Estimated Construction / Renovation Cost for Base Building & Tenant Improvements:

CSI Divisions Summary

01 General Conditions	_____
02 Sitework and Demolition	_____
03 Concrete	_____
04 Masonry and Stone	_____
05 Metals	_____
06 Wood and Plastics	_____
07 Thermal and Moisture Protection	_____
08 Doors and Windows	_____
09 Finishes	_____
10 Specialties	_____
11 Equipment	_____
12 Furnishings	_____
13 Special Construction	_____
14 Conveying Systems	_____
15 Plumbing, Fire Protection, HVAC	_____
16 Electrical	_____
Sub-total Direct Cost	_____
Construction Contingency	_____
Total	<div></div>

6.9 b. Estimated Total Project Cost

Building Acquisition (if property is not currently owned by landlord / developer)	_____
Estimated Construction / Renovation Cost: (from 6.6a above)	_____
Soft Costs	
Arch. & Eng. Design Fees	_____
Reimbursables	_____
Builder's Risk Insurance	
Permits	_____
Real Estate Taxes	_____
Overhead and Fee	_____
Legal Fees	_____
Others _____	_____
Others _____	_____
Others _____	_____
Financing Costs (if applicable)	
Capitalized Interest	_____
Fees	_____
Estimated Total Project Cost	<div></div>

9. References *(DCPO reserves the right to contact other parties who may be familiar with the building and/or landlord)*

9.1 Current Tenants of Building Owner

List name, title, address and telephone number of at least three (3) persons or entities who are current tenants of the building owner (or prospective owner).

Company

Name

Address

Telephone No.

9.2 Rental agreements with the Commonwealth of Massachusetts

List all rental agreements between the owner (or prospective owner) and the Commonwealth of Massachusetts which were in effect within the last five years.

Agency

Address

Telephone No.

9.3 Building Management

Identify the management company which will provide property management services for proposed building. Please submit qualifications and references pertaining to the management within the last five years of at least two facilities of similar size, type and complexity as the proposed project.

10. Commonwealth Policy Objectives; Financial and Other Benefits to the Commonwealth and Local Community.

10.1 Commonwealth Policy Objectives:

Is proposed building in a Downtown Center (see Section 7.6 of the RFP)?

[] Yes [] No

Is proposed building listed on the National Register of Historic Places?

[] Yes [] No

Has proposed building been certified as a Historic Landmark by a local Historic Commission?

[] Yes [] No

If you answered YES on either of the last two questions, please attach evidence of historic building status.

10.2 Financial and Other Benefits to the Commonwealth and Local Community:

Identify and quantify all financial and other benefits of the proposal to the Commonwealth and the local community.

11. Requested Documents

Please enclose the documents listed below with lease proposal.

11.1 Map indicating the location of: 1) the Proposed Building, 2) parking facilities in the vicinity, 3) public transit stops serving the building, and 4) major roadways.

11.2 Site Plan and Floor Plans at schematic design stage consisting of a measured drawing for each floor included in the proposed lease premises, on a scale of $1/8" = 1'-0"$ or larger. These drawings should indicate location of the following:

- a) All structural elements and limitations;
- b) All entrances and exits;
- c) All structural and non-structural partitions;
- d) All windows, with head and sill heights, all ceiling heights;
- e) All restrooms, and mechanical, electrical, and telephone rooms;
- f) All heating, ventilating, and air-conditioning equipment;
- g) All rooms listed in the summary of space needs and described in the room data sheets;
- h) All equipment listed in the program for which dimensions have been provided;
- i) Calculations of net area and of usable area.

11.3 Description of all proposed improvements to building enclosure, systems and common areas.

11.4 A photograph or artist rendering of the exterior of the building (if available).

11.5 If the proposer is or represents a prospective purchaser, a copy of the executed purchase and sale agreement or other evidence of control of the property.

11.6 Environmental Reports

All available environmental assessment reports regarding the proposed property and/or building and environs.

11.7 Title Report

11.8 Contractor's Qualifications

- a) evidence of certification
- a) letter from surety

ATTACHMENT C-2
Commonwealth Standard Office Lease and Special Rider

**THIS OFFICIAL FORM MAY NOT BE ALTERED
NECESSARY MODIFICATIONS TO THE BUSINESS TERMS OF
THIS AGREEMENT MUST BE MADE BY SEPARATE RIDER**

**COMMONWEALTH OF MASSACHUSETTS
STANDARD OFFICE LEASE
Form DPL**

ARTICLE I: SUMMARY

1.1 Subjects Referred To

Each of the references in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Article and, unless defined elsewhere in this Lease, constitutes the definition of the listed term.

DATE OF LEASE:

LANDLORD:

ORIGINAL ADDRESS OF LANDLORD:

TENANT:

The Commonwealth of Massachusetts, acting by and through its Division of Capital Planning and Operations ("DCPO") of the Executive Office for Administration and Finance on behalf of the User Agency.

ORIGINAL ADDRESS OF TENANT:

Division of Capital Planning and Operations
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108

TENANT'S REPRESENTATIVE:

Name: _____
Address: _____

and/or such other persons as Tenant may designate from time-to-time as set forth in Section 4.2

6.10 Project Timeline:

Please provide project timeline from proposal selection to completion of tenant improvements, highlighting critical milestones such as preparation and approval of schematic plans, preparation and approval of final construction drawings and specifications, permitting, financing, lease execution, base building completion, substantial completion of tenant improvements, etc.

6.11 Project Cost:

- a. Estimated construction / renovation cost: _____
b. Estimated total project cost: _____

6.12 Financing

List below the financing source(s) you have identified in connection with this lease and attach (1) documentation stating that the provision of adequate financing will not be conditioned on any material modifications to the Lease and Rider, or (2) documentation identifying the necessary modifications to the Lease and Rider.

7. Specifications

7.1 Does your Proposal comply precisely with the tenant improvements specifications of the RFP? ☐ Yes ☐ No

If you answered NO above, please identify and describe the items that do not comply and for which you are proposing an alternative. You may attach a copy of the Tenant Building Standards and Finish Specifications.

7.2 Does your Proposal comply precisely with the Landlord Services specifications of the RFP? ☐ Yes ☐ No

If you answered NO above, please identify and describe the items that do not comply and for which you are proposing an alternative.

8. Commonwealth Standard Lease

Confirm that the owner of the proposed property will enter into a lease substantially in the form of the Commonwealth Standard Office Lease and Rider attached to the RFP.

☐ Yes ☐ No

If you answered NO, please identify all proposed revisions.

BASE RENT FOR INITIAL LEASE TERM:

Year One: \$_____ per year in monthly installments of \$_____
\$_____ per square foot for office space
\$_____ per square foot for storage space
\$_____ per parking space per year

Year Two: \$_____ per year in monthly installments of \$_____
\$_____ per square foot for office space
\$_____ per square foot for storage space
\$_____ per parking space per year

Year Three: \$_____ per year in monthly installments of \$_____
\$_____ per square foot for office space
\$_____ per square foot for storage space
\$_____ per parking space per year

Year Four: \$_____ per year in monthly installments of \$_____
\$_____ per square foot for office space
\$_____ per square foot for storage space
\$_____ per parking space per year

Year Five: \$_____ per year in monthly installments of \$_____
\$_____ per square foot for office space
\$_____ per square foot for storage space
\$_____ per parking space per year

Year Six: \$_____ per year in monthly installments of \$_____
\$_____ per square foot for office space
\$_____ per square foot for storage space
\$_____ per parking space per year

Year Seven: \$_____ per year in monthly installments of \$_____
\$_____ per square foot for office space
\$_____ per square foot for storage space
\$_____ per parking space per year

Year Fifteen: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Sixteen: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Seventeen: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Eighteen: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Nineteen: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Twenty: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Fifteen: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Sixteen: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Seventeen: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Eighteen: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Nineteen: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

Year Twenty: \$ _____ per year in monthly installments of \$ _____
\$ _____ per square foot for office space
\$ _____ per square foot for storage space
\$ _____ per parking space per year

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16.18 Counterparts.....	35
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RIDERS AND EXHIBITS These are incorporated into and made part of this Lease:

- | | |
|--------------|--|
| Exhibit A: | Site Plan |
| Exhibit A-1: | Legal Description |
| Exhibit A-2: | Title Report |
| Exhibit B: | Working Drawings (List) |
| Exhibit C: | Landlord Services |
| Exhibit D: | Construction Schedule |
| Exhibit E: | Landlord's Beneficial Interest Disclosure Statement |
| Exhibit F: | Landlord's Certificate of State Tax Compliance |
| Exhibit G: | Authorization to Execute Lease: <ol style="list-style-type: none"> 1. <u>Corporation</u>: Corporate Vote and Certificate of Clerk of Corporation 2. <u>Trust</u>: Certificate of Trustee Authority or Authorization and Direction of Trustee by the Trust Beneficiaries 3. <u>Limited Partnership</u>: Certificate of Legal Existence from the Secretary of State's Office. 4. <u>Limited Liability Company</u>: Certificate of Organization (certified copy), Certificate of Good Standing from the Secretary of State's Office, Manager's Certificate. 5. <u>Limited Liability Partnership</u>: Certificate of Good Standing from the Secretary of State's Office, Partner's Certificate. |
| Exhibit H: | Environmental Report |

ARTICLE II: PREMISES; USABLE AREA

2.1 Premises; Appurtenant Rights

Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the Premises.

Tenant shall have, as appurtenant to the Premises, the right to use in common with other tenants of the Building (and subject to the rules of the Building as set forth in Section 6.4): (i) the common lobbies, malls, corridors, stairways, elevators, service areas and loading platform of the Building; (ii) the pipes, ducts, conduits, wires and appurtenant meters and equipment serving the Premises in common with other premises within the Building; (iii) common pedestrian walkways and landscaped areas; (iv) if the Premises include less than the entire floor area of any floor of the Building, the common restrooms and smoking rooms, corridors and elevator lobbies located on such floor and serving the Premises; and (v) all other areas in or about the Building from time-to-time intended for general use by Tenant and other tenants of the Building.

2.2 Usable Area

For the purposes of this Lease, the term "Usable Area" shall mean, with respect to the Premises or any space removed from or added to the Premises, the square footage determined by measuring the entire floor area of the Premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside Building walls which abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. No deductions shall be made for columns or other projections necessary to the Building structure or systems or for partitions subdividing the Premises. Notwithstanding the foregoing, under no circumstances shall the Usable Area include elevator shafts, vestibules, stair enclosures, elevator machine rooms or other building equipment areas, janitorial, electrical or mechanical closets, loading platforms, smoking vestibules required by law or restrooms, irrespective of whether Tenant occupies the entire floor or the entire Building.

Landlord acknowledges that Tenant has relied upon the information contained in Exhibit A-1, Landlord's Measured Drawings of the Premises, in establishing the Usable Area of the Premises set forth in Section 1.1 and that the Rent is predicated upon the Premises having a Usable Area equal to or exceeding the Usable Area of the Premises set forth in Section 1.1 as so established. Landlord warrants and represents to Tenant that said Exhibit A-1, is complete and accurate in all respects. In the event it shall be determined that Exhibit A-1 is not accurate and that the Usable Area of the Premises is smaller than depicted in said Exhibit A-1 by a factor of two percent (2%) or more, then, at the option of Tenant, this Lease shall be amended to state the actual Usable Area of the Premises and the Rent shall be adjusted downward to reflect such actual Usable Area.

ARTICLE III: RENT; DATE OF OCCUPANCY

3.1 Rent Payment

Tenant agrees to pay, and Landlord agrees to accept, the Rent described in Section 1.1. Equal monthly installments of Rent shall be payable in arrears on or before the tenth (10th) day of the month for which said Rent is due. If the Initial Lease Term commences other than on the first

day of a month or ends other than on the last day of a month, the Rent for such fractional month shall be prorated. Notwithstanding the first sentence of this Section, the prorated Rent for the portion of the month in which the Initial Lease Term commences shall be paid at the same time as the first installment of monthly Rent for the first full month of the Initial Lease Term.

If any installment of Rent is not paid when due, Landlord shall be entitled to late payment interest on the overdue amount in accordance with and subject to Massachusetts General Laws Chapter 29, Section 29C and any regulations or administrative bulletins thereunder.

3.2 Date of Occupancy; Commencement of Rent Obligation

The obligation of the Tenant to pay Rent shall begin on the Date of Occupancy. The Date of Occupancy shall be the earlier of (a) the fifteenth (15th) day after the Premises are available for Tenant's occupancy, or (b) the day the Tenant actually takes possession of the Premises and begins to use the Premises for any or all of the Permitted Uses. The Premises shall be deemed available for Tenant's occupancy only when (i) Landlord has substantially completed all of the Landlord Improvements (as defined in Section 4.1) in accordance with the terms of this Lease, with only Punchlist Items (as defined in Section 4.1) excepted, and (ii) Landlord has provided Tenant with a copy of a Certificate of Completion issued by the project architect confirming that the landlord's Improvements have been substantially completed in accordance with the Working Drawings approved by Tenant, and (iii) Landlord has provided Tenant with a copy of the Certificate of Occupancy for the Premises issued by the appropriate municipal authority, and (iv) Landlord has provided Tenant with a written certification of a registered engineer certifying that the Building HVAC system, as designed and constructed, will satisfy the requirements of Exhibit C and that the air distribution system serving the Premises is properly balanced in accordance with the design intent as set forth in Exhibit C and the Working Drawings, and (v) Landlord has provided Tenant with the certificates of insurance required by Section 8.2.

Notwithstanding that Landlord may have met all of the requirements set forth in the preceding paragraph for establishing the Date of Occupancy, the Date of Occupancy shall not be deemed to have occurred prior to the Completion Date set forth in Section 4.3 unless Tenant has actually taken possession of the Premises and has begun to use the Premises for any or all of the Permitted Uses prior to said date. Tenant agrees to execute a letter to the Landlord confirming the Date of Occupancy within ten (10) business days after the Date of Occupancy has occurred.

3.3 Tenant's Entry Prior to Term Without Charge

With the prior approval of Landlord, Tenant may enter the Building and Premises prior to the Date of Occupancy without payment of any additional sums in order to install telephone equipment, cabling, furniture and fixtures, and to otherwise prepare the Premises for occupancy by Tenant. Landlord will not withhold or delay such approval, provided Tenant coordinates its work with the construction of Landlord's Improvements and any other work being performed by Landlord in the Building so as not to interfere with or increase the cost of such work of Landlord or delay the Completion Date. As a condition of granting such approval, Landlord may require that Tenant and its contractors be accompanied by a representative of Landlord, and Tenant agrees on behalf of itself and its contractors to comply with any and all reasonable directions given by said representative of Landlord.

In order to assist Tenant with Tenant's preparation, move into and occupancy of the Premises, Landlord shall provide Tenant and Tenant's agents and contractors with all information concerning the Building's structure, systems, utilities, equipment and services reasonably required by Tenant. Such information shall be provided within reasonable promptness following a request by Tenant, whether before or after commencement of the Lease Term.

ARTICLE IV: IMPROVEMENTS BY LANDLORD

4.1 Landlord's Improvements

Landlord, at its sole cost and expense (except as otherwise specifically provided in this Lease), shall furnish all labor and materials necessary to construct the Premises and to make any and all improvements or alterations to the Building and exterior areas required by the Schematic Space Plan attached hereto as Exhibit B, the Specifications for the Premises attached hereto as Exhibit C, and all other terms and conditions of this Lease. All such alterations and improvements to be made by Landlord in or about the Premises are hereafter referred to as the "Landlord's Improvements".

4.2 Working Drawings

Landlord shall cause to be prepared at Landlord's sole cost and expense drawings, specifications and general requirements (hereafter referred to collectively as "Working Drawings") for all of the Landlord's Improvements which shall fix and describe the location, dimensions and character of the Landlord's Improvements and shall conform in all respects to the Schematic Space Plan attached hereto as Exhibit B, the Specifications for the Premises attached hereto as Exhibit C, and all other terms and conditions of this Lease. Without limiting the foregoing, each of the requirements designated below shall apply to the Working Drawings:

- The Working Drawings shall be prepared and stamped by an architect licensed in the Commonwealth of Massachusetts, as required by code.

The Working Drawings shall specifically include, at a minimum:

- Floor plans indicating room and corridor locations, column locations, partition layout, door and window locations and structural modifications.
- Electrical and telephone/data cabling plans, indicating outlets, jacks, devices and panels.
- Reflected ceiling plan indicating lighting, HVAC supply and return grilles and fire protection devices.
- HVAC plans indicating size and location of all equipment, piping, ductwork, supply and return grilles, convectors and radiators.
- Finish schedules and legend of materials, abbreviations and symbols.
- Fire protection plans.
- Plumbing plans.

The Working Drawings shall be subject to the prior written approval of Tenant. Within _____ weeks after Tenant delivers a fully executed copy of this Lease to Landlord, Landlord shall submit the Working Drawings to Tenant with a transmittal letter (i) identifying the Premises and User Agency, (ii) listing each document comprising the Working Drawings submitted by Landlord, and (iii) requesting Tenant's approval thereof. Within ten (10) working days after receipt of the Working Drawings, Tenant shall either approve the Working Drawings in writing or notify Landlord in writing of disapproval, specifying in what respects the Working Drawings are not in conformity with the requirements of this Lease. If Tenant fails to notify Landlord of disapproval within said time period, the Working Drawings shall be deemed approved by Tenant.

In the event of disapproval of the Working Drawings by Tenant, Landlord shall, within ten (10) working days after such notice is given, submit new or corrected Working Drawings to Tenant. The re-submission shall be subject to review and approval by Tenant in accordance with the procedure provided herein for an original submission until Working Drawings have been fully approved by Tenant. Upon Tenant's full approval of the Working Drawings, the Working Drawings shall be deemed incorporated into and made a part of this Lease for all purposes.

The Working Drawings shall, at all times, remain in conformity with good design practice, the requirements of Exhibits B and C and all other terms and conditions of this Lease. Without limiting the foregoing, Landlord shall not make any change in the Working Drawings after their approval by Tenant that will, in any manner, reduce the utility, lower the quality or affect the appearance of all or any part of Landlord's Improvements, increase Tenant's cost to use and occupy the Premises, or interfere with Tenant's ability to use and occupy the Premises. Landlord shall submit any proposed change in the Working Drawings to Tenant at least three (3) business day prior to implementing such change. Any material change in the Working Drawings shall require Tenant's approval, which approval shall be given only if the Working Drawings, as changed, remain in conformity with Exhibits B and C, good design practice and all other terms and conditions of this Lease. Landlord shall request and Tenant shall approve proposed changes in the Working Drawings in accordance with the procedure provided herein for an original submission.

Notwithstanding any other provision of this Lease, in the event Tenant shall request changes to the Working Drawings or the Landlord's Improvements which shall cause an increase in the Rent or require Tenant to pay any additional sums to Landlord or its contractors, no such changes shall be made and Tenant shall have no liability for any costs incurred by Landlord or any other party in connection therewith, unless and until a written amendment to this Lease specifying such change and the additional Rent or other payment to be made by Tenant is executed by Landlord and Tenant.

It is understood and agreed that Landlord and its architects and engineers shall be fully and completely responsible for all aspects of the design, engineering and construction of the Landlord's Improvements. No comments on or approval by Tenant of the Working Drawings or any other advice or opinions provided by Tenant concerning the design or construction of the Landlord's Improvements shall render Tenant responsible for the design, engineering or construction of the Landlord's Improvements or invest Tenant with any responsibility for defects therein or other Building conditions.

4.3 Completion Date: Tenant Delays: Standard for Substantial Completion

Subject to Tenant Delays, as hereafter defined, and Force Majeure Causes (as defined in Section 15.1) as hereafter set forth, all of Landlord's Improvements shall be substantially completed and the Premises made available for Tenant's occupancy within _____ weeks after delivery of a fully executed copy of this Lease to Landlord (the "Completion Date"). If at any time it appears that this deadline will not be met, Landlord shall notify Tenant immediately in writing. Such notice shall advise Tenant of the reasons for such delay and of the new projected Completion Date.

In the event the Completion Date is delayed due to Force Majeure Causes, then the Completion Date set forth above, as it may be amended from time to time, shall be extended by the actual number of days the Completion Date was delayed as a result of such Force Majeure Causes, but in no event shall such extension of the Completion Date for Force Majeure Causes exceed one hundred and fifty (150) days in the aggregate without Tenant's consent, which consent may be withheld by Tenant for any reason or for no reason.

In the event the Completion Date is delayed due to a Tenant Delay, then the Completion Date set forth above, as it may be amended from time to time, shall be extended by the actual number of days the Completion Date was delayed by such Tenant Delay. For the purposes of this Lease, the term "Tenant Delay" shall mean any delay in the Completion Date that is directly and primarily caused by any of the following acts or omissions of Tenant, provided such act or omission has continued for a period of more than two (2) business days after receipt of notice from Landlord that such act or omission is likely to cause a delay in the Completion Date (such notice to be sent to Tenant in an envelope bearing the following notice on the outside in bold-face type: NOTICE OF TENANT DELAY -- OPEN IMMEDIATELY):

- (a) Tenant's request for special work not included in the Working Drawings previously approved by Tenant or otherwise required by this Lease; or
- (b) Tenant's request for a change in the Working Drawings previously approved by Tenant; or
- (c) Delays in the delivery, installation or completion of any work performed by Tenant or Tenant's contractors; or
- (d) Any failure by Tenant to perform any of its obligations under this Lease.

In the event the Completion Date is extended for any Tenant Delay pursuant to the preceding paragraph, the Completion Date shall nevertheless be deemed to have occurred earlier than the actual date thereof by the aggregate length of all Tenant Delays. The extension of the Completion Date for Tenant Delays as provided in the preceding paragraph and the provisions of the preceding sentence shall be Landlord's sole and exclusive remedies for Tenant Delays, notwithstanding the provisions of Section 16.8 or any other provisions of this Lease.

The Landlord's Improvements shall be considered substantially completed for the purposes of this Lease only when (i) Landlord has performed the work required to be performed by Landlord in the Working Drawings approved by Tenant, including complete installation of all structural

laws, ordinances, codes and regulations, and (iv) performed and completed at Landlord's sole expense, including the cost of all design work, materials, labor, and state and local permits. No approval by Tenant of any Working Drawings or changes in Working Drawings, whether expressly given or resulting from Tenant's inaction, shall be construed as a waiver of any of the requirements of this paragraph.

4.4 Tenant's Representative

Tenant has designated the individual(s) named in Section 1.1 as Tenant's Representative, with full power and authority to make decisions on behalf of Tenant with respect to matters pertaining to the design and construction of the Landlord's Improvements, except that Tenant's representative shall have no authority whatsoever to alter, waive or modify any of the provisions of this Lease (which may only be done in accordance with the provisions of Section 16.1). All Working Drawings and any requests for changes or modifications thereto shall be delivered to Tenant's Representative. Tenant's approval or disapproval of the Working Drawings and all other decisions relating to the Landlord's Improvements shall be communicated to Landlord by Tenant's Representative, or his/her successor, and Landlord shall rely only upon communications received from such individuals, unless otherwise notified by Tenant in writing.

ARTICLE V: LANDLORD'S COVENANTS

5.1 Ownership; Signatory Authority; Debarment; Pending Proceedings

Landlord warrants and represents that it has record title to the property of which the Premises are a part, and that there are no encumbrances affecting the Premises or Building that would prohibit or interfere with the construction of the Landlord's Improvements or the use of the Premises for the Permitted Uses.

Landlord warrants and represents that the execution of this Lease has been duly authorized and that the person or persons executing this Lease on behalf of Landlord have full authority to do so.

Landlord warrants and represents that it is not debarred or suspended from contracting with the Commonwealth of Massachusetts under any applicable debarment statute or regulation.

Landlord warrants and represents that it knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Landlord or its properties wherein any unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Lease or Landlord's ability to carry out its obligations hereunder.

5.2 Delivery of Premises; Compliance with Law

Landlord warrants and represents that it shall deliver the Premises to Tenant in good, clean and rentable condition and otherwise in accordance with the terms and conditions of this Lease, and that the construction of the Landlord's Improvements and Building common areas to which Tenant has appurtenant rights, and the use of the Premises by Tenant for the Permitted Uses shall be in full compliance with (i) all applicable overleases, (ii) all requirements of Landlord's mortgages and insurance policies, (iii) all laws, ordinances, codes and regulations (including,

without limitation, those pertaining to handicapped accessibility) of governmental authorities with jurisdiction, and (iv) all regulations of the Board of Fire Underwriters or any similar insurance rating body or bodies.

If at any time any governmental authority with jurisdiction or the Board of Fire Underwriters or any similar insurance rating body shall notify Landlord or Tenant that all or any part of the Premises or Building is not constructed or maintained in compliance with any applicable law, ordinance, code or regulation, and shall demand compliance, then Landlord shall, upon receipt of such notification, promptly cause such repairs, alterations or other work to be done so as to bring about the compliance demanded. Landlord may defer compliance so long as the validity of any such law, order or regulation shall be contested in good faith by Landlord and by appropriate legal proceedings, provided that such failure to comply shall in no way interfere with Tenant's use of the Premises for the Permitted Uses, or subject Tenant or its employees or invitees to any increased risk of injury to their persons or property, or adversely affect any other right of the Tenant under this Lease, or impose any additional obligation upon the Tenant.

5.3 Quiet Enjoyment

The Landlord hereby warrants and covenants that so long as there has not occurred an Event of Default (as defined in Section 9.1) by Tenant under this Lease, Tenant shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of the Landlord or any other person(s) for whose actions the Landlord is legally responsible, or by any person claiming by, through or under Landlord.

The Landlord or its agents may, at reasonable times and without unreasonably interfering with Tenant's use, occupancy and enjoyment of the Premises, enter the Premises to make repairs or to view the Premises. Landlord shall give Tenant a minimum of forty-eight (48) hours notice for such visits (which notice may be given by "FAX" in the case of minor repairs taking one day or less to complete or to view the Premises); provided, however, that Landlord may enter the Premises at any hour and without forty-eight (48) hours notice in the case of an emergency affecting the Premises.

Landlord may enter to show the Premises to prospective tenants only during the last six (6) months of the Lease Term. Landlord shall notify Tenant (which notice may be given by "FAX") at least twenty-four (24) hours prior to showing the Premises to prospective purchasers, tenants or other parties.

5.4 Correction of Defective Work; Repair of Premises and Building

During the entire Lease Term Landlord shall promptly remedy, repair or replace any defective aspects of Landlord's Improvements which appear after the Date of Occupancy ("Latent Defects").

Subject to Landlord's obligation to correct Latent Defects, Landlord shall keep and maintain the Premises, including, without limitation, all equipment and fixtures furnished by Landlord as part of the Landlord's Improvements (whether located within or outside of the Premises) in such good repair, order and condition as the same are at the beginning of the Term of this Lease, reasonable wear and tear, damage caused by fire or casualty (except as provided in Section 7.1) and damage caused by the negligence, breach of this Lease or willful misuse of Tenant excepted. Without limiting the foregoing, but subject to any additional or limiting provisions of Exhibit C,

Landlord's obligations hereunder shall include repair of broken glass, doors, floor coverings, interior walls and partitions, ceiling tiles, plumbing and lighting fixtures, locks, fire protection equipment, heating, ventilation and air conditioning equipment and cabling.

Landlord shall make such repairs to the roof, foundation, exterior walls, floor slabs, and common areas and facilities of the Building, including finishes, as may be necessary to keep them in good condition consistent with the quality of similar buildings in the same general locality.

Routine repairs to the Premises or to any of Landlord's Improvements outside of the Premises shall be made by Landlord within five (5) business days after Landlord discovers or is notified by Tenant of the condition requiring repair, or within such shorter time period as may be required by applicable law, code or regulation. As used herein the term "routine repairs" shall mean any repair that is not an "emergency repair" as defined in the next paragraph.

Emergency repairs to the Premises, Landlord Improvements or any other portion of the Building shall be made immediately upon notice to Landlord or its authorized representative of the condition requiring repair. As used herein, the term "emergency repair" shall mean any repair or replacement that is required to remove an immediate threat to the life, health, or safety of persons or property upon the Premises or the appurtenant areas described in Section 2.1.

All repairs by Landlord shall be completed (i) at Landlord's sole cost and expense except as provided in Section 6.2, (ii) in a good and workmanlike manner, (iii) with respect to repairs of the Premises and Landlord's Improvements only, with materials of equal or better quality than the original, and (iv) in compliance with all applicable laws, ordinances, codes and regulations.

In (i) scheduling and carrying out the repairs required by this Lease, (ii) making any optional repairs, alterations or improvements to the Building or Premises, and (iii) performing routine maintenance of Building systems, fixtures or equipment, Landlord shall make all reasonable efforts to minimize interference with Tenant's access to and use of the Premises. In the event any such repairs or maintenance by Landlord shall cause Tenant to be deprived of the use or quiet enjoyment of all or any material portion of the Premises for a period of more than two (2) consecutive business days, the Rent for each succeeding day shall be abated in proportion to the deprivation, unless said repairs or maintenance are required due to damage caused by the negligence, breach of this Lease or willful misconduct of Tenant or its agents or contractors.

5.5 Delivery of Services and Utilities

Landlord shall furnish janitorial and other services, utilities, facilities and supplies as set forth in Exhibit C.

5.6 Hazardous Substances

Landlord represents that it has no knowledge of and has not received any notice of the current or past existence of any materials currently considered to be Hazardous Substances existing, deposited or discharged on or from, or transported to, from or across or migrating toward or across the Premises. For purposes of this Lease, Hazardous Substances shall mean (i) any "hazardous substances", "hazardous material", "toxic substance", "hazardous waste" or "solid waste" as such terms are presently defined in the Comprehensive Environmental Response and Liability Act of 1980, as amended from time to time (42 U.S.C. 9601 et seq.) and the regulations thereunder, and the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.); (ii) any

additional substances or materials which are hereafter incorporated in or added to the definition of "hazardous substances" for the purposes of such laws; (iii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iv) any hazardous waste or solid waste as defined in the Resource Conservation and Recovery Act of 1976 as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C.A. 6901 et seq.); (v) any material, waste or substance which is (A) petroleum, (B) asbestos or asbestos containing materials, (C) poly chlorinated biphenyls, (D) urea-formaldehyde ("UFFI") or UFFI-containing material, (E) radon, (F) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. 1251 et seq.), or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317); (G) flammable explosives; or (F) radioactive materials; and (vi) any additional substances or materials which are now or hereafter considered to be "hazardous substances", "hazardous materials", "toxic substances", "hazardous wastes", or "solid wastes" or regulated substances or materials under (including, without limitation, any asbestos containing materials) under any state, Federal or local law, rule or regulation governing health, safety, natural resources or the environment relating to the Premises, including, without limitation, Chapter 21E of the Massachusetts General Laws (Massachusetts Oil and Hazardous Materials Release and Prevention Act) and the definitions of oil and/or hazardous materials promulgated thereunder, Chapter 21C of the M.G.L., and hazardous and inflammable substances regulated under M.G.L. Chapter 148. All of the foregoing statutory references are to such statutes which are currently in effect and as may be hereafter modified, amended or supplemented.

Landlord agrees that it shall not cause or permit any materials which at the time are Hazardous Substances to be used, generated, stored or disposed of on, under or about, or transported to, from or across the Premises, or to migrate toward the Premises, provided, however, that this shall not (i) prohibit Landlord from permitting other tenants of the Building from using Hazardous Substances on the same terms and conditions as are applicable to Tenant hereunder, or (ii) prohibit Landlord and its contractors from using necessary amounts of cleaning fluids, pesticides, gasoline, solvents or similar supplies necessary to carry out its construction, repair and maintenance obligations hereunder which may constitute Hazardous Substances, provided that such use, including storage and disposal thereof, by Landlord is in compliance with the manufacturer's instructions and recommendations for the safe use of such products and all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment, safety or any Hazardous Substance now or hereafter in effect.

Landlord shall promptly take or cause others to take all actions that may be necessary to assess, remove or remediate all Hazardous Substances on, under or migrating toward the Premises or Building (unless generated by Tenant), as and to the extent required by all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance now or hereafter in effect. Landlord shall also take all actions required to prevent such Hazardous Substances from causing injury or damage to Tenant and its employees, agents, contractors and invitees, or, if injury or damage cannot be prevented, to minimize such injury or damage to the greatest extent possible.

Landlord shall indemnify, save harmless and defend Tenant from all liability, claim or cost (including reasonable costs of legal counsel and response costs as defined under CERCLA) resulting directly or indirectly from any Hazardous Substances (i) on or under the Premises or

the Building prior to the Date of Occupancy, or (ii) after such date with respect to Hazardous Substances released or placed on or under the Premises or the Building by Landlord, its employees, agents, independent contractors, or invitees (which shall include, for the purposes of this Section, any other tenant of the Building, but only if Landlord knowingly permits such tenant to carry out activities involving Hazardous Substances in breach of Landlord's obligations in the preceding paragraph.) This indemnity shall survive termination of this Lease. Tenant shall, promptly upon discovery thereof, notify Landlord of any facts or circumstances which may give rise to any claim by Tenant hereunder.

ARTICLE VI: TENANT'S COVENANTS

6.1 Use of Premises

Tenant shall use the Premises only for the Permitted Uses set forth in Section 1.1, provided, however, that Tenant may use the Premises for other purposes if such use (i) is consistent with the other tenant uses of the Building, (ii) will not materially increase the amount of visitor or employee traffic to and from the Premises, (iii) will not materially increase Landlord's cost to provide the services (including, without limitation, repairs and maintenance of the Premises and Building) required by this Lease or any other services currently provided to the tenants of the Building, and (iv) is otherwise consistent with all other obligations of Tenant under this Lease.

Tenant shall not cause or permit any nuisance in the Building and shall not conduct any activity within the Premises or Building that will interfere with the rights of other tenants or occupants of the Building.

Tenant covenants and agrees that Tenant will not do or permit anything to be done in or upon the Premises or Building or bring anything thereon which shall increase the rate of insurance on the Premises or Building above the standard rate applicable to Premises occupied for the Permitted Uses or which shall void such insurance. Tenant further agrees that in the event Tenant shall do any of the foregoing, Tenant shall promptly pay to Landlord, on demand, any such increase resulting therefrom, which shall be due and payable as additional Rent hereunder, or Tenant shall cease all activities which cause the increase in insurance premiums or the voiding of the insurance, as the case may be.

6.2 Care of Premises

Tenant shall not injure, deface or commit waste in the Premises or any part of the Building. Tenant shall exercise reasonable care to ensure that all systems, fixtures and equipment installed by Landlord are used only for their intended purposes and that the electrical, mechanical and structural systems of the Building and Premises are not overloaded. Tenant shall notify Landlord promptly of any damage to the Premises, malfunction of a system or fixture, or any other condition that requires repair by Landlord.

6.3 Hazardous Substances

Tenant agrees that it shall not cause or permit any Hazardous Substances (as defined in Section 5.6) to be used, generated, stored or disposed of on, under or about, or transported to, from or across the Premises.

Nothing herein shall prohibit Tenant from using minimal quantities of cleaning fluid and office or household supplies which may constitute Hazardous Substances, but which are customarily present in and about premises devoted to the Permitted Uses, provided that such use, including storage and disposal thereof, by Tenant is in compliance with all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance now or hereafter in effect.

In the event Tenant, its employees, agents, independent contractors or invitees, causes the release or threatened release of Hazardous Substances from the Premises, Tenant shall promptly notify Landlord and Tenant shall, without cost to Landlord, take such action or cause others to take such action as may be necessary to assess, remediate or remove such Hazardous Substances as and to the extent required by all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance now or hereafter in effect.

6.4 Compliance With Applicable Laws and Removal of Liens

Tenant shall comply with all laws, orders and regulations of federal, state, county and city authorities and with any of Landlord's rules and regulations which may be set forth in this Lease (or which Landlord may hereafter establish, provided same do not conflict with the provisions of this Lease). Tenant may defer compliance so long as the validity of any such law, order or regulation shall be contested in good faith by Tenant and by appropriate legal proceedings, if Tenant first gives Landlord appropriate assurance reasonably satisfactory to Landlord against any loss, cost or expense on account thereof, and provided such contest shall not subject Landlord to criminal penalties or civil sanctions, loss of property, liens against property, or civil liability. Tenant shall not cause or allow any liens of any kind to be filed against the Premises. If any liens are so filed, then Tenant shall, within fifteen (15) days after receiving written notice of such lien, at its sole cost and expense take whatever action is necessary to cause such lien to be released of record without cost to Landlord.

6.5 Assignment and Subleasing

Tenant shall not assign, sublet, mortgage, pledge or encumber (collectively referred to as "Transfer") this Lease without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Without limiting the foregoing, Landlord and Tenant agree that Landlord may withhold its consent to any proposed Transfer to a Transferee who, by reputation, financial strength or expected use is not comparable to other types of tenants in the Building or is not deemed by Landlord, in its reasonable business judgment, to be an acceptable credit risk. Any transferee shall, by valid written instrument, expressly assume for itself and its successors and assigns, and for the benefit of Landlord, all of the obligations of Tenant under this Lease. Following such transfer, Tenant shall have no further obligations of Tenant hereunder.

Any request by Tenant for Landlord's consent to a Transfer shall include (i) the name of the proposed Transferee; (ii) the nature of its business and proposed use of the Premises; (iii) complete information as to the financial conditions and standing of the proposed Transferee; and (iv) the terms and conditions of the proposed Transfer. Tenant shall promptly supply such

additional information about the proposed Transfer and Transferee as the Landlord reasonably requests. Landlord shall also have the right to meet and interview the proposed Transferee.

Landlord shall advise Tenant in writing whether or not it consents to a proposed Transfer within thirty (30) days of receiving Tenant's request for such consent. In the event such consent is withheld, Landlord shall specify the reasons therefore. If Landlord fails to so notify Tenant within said time period, Landlord shall be deemed to have given its consent to the proposed Transfer.

Consent by Landlord, whether express or implied, to any Transfer shall not constitute a waiver of Landlord's right to prohibit any subsequent Transfer.

As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of the Tenant's interest in the Lease by operation of law.

Notwithstanding any contrary provisions of this Section 6.5, in connection with any proposed Transfer, Landlord shall have an option to cancel and terminate this Lease if the request is to assign the Lease or to sublet more than eighty percent (80%) of the Premises; or, if the request is to sublet a portion of the Premises only, to cancel and terminate this Lease with respect to such portion of the Premises for the proposed term of the sublease. Landlord shall exercise said option in writing within thirty (30) days of receiving Tenant's request for Landlord's consent to a proposed Transfer, and in each case such cancellation or termination shall occur as of the effective date of the proposed Transfer. In such event, Landlord shall be permitted to enter into a direct lease with the proposed Transferee. Landlord acknowledges and agrees that the use or occupation of all or part of the Premises by an agency of state government other than the User Agency named in Section 1.1 or the transfer of the User Agency's obligations under this Lease from the jurisdiction of the User Agency named in Section 1.1 to another agency of state government, shall not be a Transfer (and, therefor, shall not require Landlord's prior written consent) provided that the Premises continue to be used for the Permitted Uses as set forth in Sections 1.1 and 6.1. Nevertheless, Tenant shall advise Landlord in writing if any agency of state government other than the User Agency named in Section 1.1 shall occupy all or any portion of the Premises or if there is a transfer of such User Agency's obligations under this Lease to the jurisdiction of another agency of state government.

6.6 Alterations and Additions

Tenant may make non-structural alterations or additions to the Premises ("Tenant Alterations") provided that Tenant shall first obtain the Landlord's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. Without limiting the foregoing, Landlord may withhold its consent to any proposed Tenant Alterations that would violate any law, ordinance, code or regulation of governmental authorities with jurisdiction or any regulation of the Board of Fire Underwriters or any similar insurance rating body or bodies, or which would materially and adversely affect the appearance or value of the Building or the mechanical, electrical, sanitary or other systems of the Building.

As a condition to giving its consent to any Tenant Alterations, Landlord may require that all or a portion of such Tenant Alterations be removed by Tenant at the expiration or earlier termination of this Lease, provided that Landlord shall designate all such items to be removed at the time Landlord gives its consent.

As a further condition for its consent, Landlord may require that, prior to the commencement of the work, Tenant submit to Landlord for its approval plans and specifications that reasonably fix and describe all of the proposed Tenant Alterations. Landlord agrees to review Tenant's plans and specifications and to advise Tenant in writing of approval or disapproval within ten (10) business days after submission. In the event of disapproval, Landlord shall advise Tenant of the reasons therefor and of the changes necessary to obtain Landlord's approval. If Landlord fails to notify Tenant of disapproval within said time period, Tenant's plans and specifications shall be deemed approved.

All such Tenant Alterations shall be (i) done at reasonable times and in such manner so as not to unreasonably disturb other tenants of the Building, (ii) completed in accordance with any plans and specifications approved by Landlord and in a good and workmanlike manner, with materials in quality at least equal to the then present construction, (iii) performed by contractors approved by Landlord, provided that Landlord's approval shall not be required for any contractors selected by Tenant pursuant to applicable public bidding laws of the Commonwealth of Massachusetts, (iv) performed and completed in compliance with all applicable laws, ordinances, codes and regulations of governmental authorities and regulations of the Board of Fire Underwriters or any similar insurance body or bodies, and (v) performed and completed at Tenant's sole expense, including the cost of all design work, materials, labor, and state and local permits. No approval by Landlord of any plans and specifications or changes in plans and specifications, whether expressly given or resulting from Landlord's inaction, shall be construed as a waiver of any of the requirements of this paragraph.

At all times during the construction of any Tenant Alterations, Tenant shall cause its contractors and any subcontractors to maintain workers compensation insurance covering the persons employed in connection with such Tenant Alterations as required by law and, if the estimated construction cost of such Tenant Alterations exceeds \$25,000, to secure and maintain (i) commercial general liability insurance for the mutual benefit of Landlord and Tenant with limits reasonably established by Landlord to protect against the risks or nature of the construction to be undertaken or customarily carried in connection with similar work undertaken in buildings similar to the Building in the same locality, and (b) such builders risk insurance protecting the interests of Landlord and Tenant against damage resulting from such Tenant Alterations in amounts deemed reasonably necessary by Landlord. Tenant shall not permit Tenant's contractors or any subcontractor to commence any work until all required insurance coverage has been obtained and certificates evidence such coverage have been delivered to and approved by Landlord. Each insurance policy shall be with a company authorized to do business in Massachusetts and shall provide that Landlord shall be given at least twenty (20) days prior, written notice of any alteration or termination of coverage.

Landlord shall have the right to inspect the work as it progresses and to require Tenant to remove any Tenant Alterations that do not conform to the approved plans and specifications. Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant and shall promptly cause any such lien to be released of record without cost to Landlord.

All Tenant Alterations shall remain the exclusive property of the Tenant until the Tenant vacates the Premises. The Tenant may at any time, at its sole option, remove any such Tenant Alteration and restore the Premises to the same conditions as prior to such Tenant Alteration, reasonable wear and tear and damage by fire or other casualty excepted. Any such Tenant Alterations

remaining upon the Premises after Tenant vacates the Premises shall become the property of Landlord without payment.

6.7 Yield Up at Termination of Lease

Tenant shall, at the expiration or other termination of this Lease, remove all Tenant's effects from the Premises. Tenant shall surrender and deliver up the Premises to Landlord in the condition in which Tenant is required to maintain the same as set forth in this Lease, reasonable wear and tear and damage by fire or other casualty excepted. Any personal property of Tenant remaining upon the Premises after Tenant has surrendered possession of the Premises shall become the property of Landlord. If Landlord removes and disposes of such property, Tenant agrees to pay the reasonable costs thereof, less any salvage value actually recovered by Landlord, provided such claim is submitted to Tenant in writing within thirty (30) days after Tenant vacates the Premises.

ARTICLE VII: CASUALTY; EMINENT DOMAIN

7.1 Damage by Fire or Other Casualty

If the Premises or any other portion of the Building to which Tenant has appurtenant rights under Section 2.1 (and which is necessary for reasonable access to or egress from the Premises or for Tenant's use and enjoyment of the Premises as contemplated by this Lease) shall be damaged by fire or other casualty, then, subject to the next paragraph of this Section, Landlord shall proceed with diligence to establish and collect all valid claims which may have arisen against insurers based upon any such damage and, subject to the then applicable building codes, zoning ordinances and other legal requirements, Landlord shall proceed with diligence to repair such damage or destruction and restore the Premises and Building as nearly as practicable to their condition prior to such casualty at Landlord's sole expense (but, provided Landlord has maintained the casualty insurance required by this Lease, only to the extent of insurance proceeds made available to Landlord by its insurers and any mortgagee of the Building). Notwithstanding the forgoing, Landlord shall have no duty to repair any damage to any Tenant Alterations unless the damage thereto was caused by the negligence, breach of this Lease or willful misconduct of Landlord.

Notwithstanding the preceding paragraph, if either Landlord or Tenant shall determine in its reasonable business judgment that the damage to the Premises or the Building is of such a character that the same cannot, in accordance with the preceding paragraph, reasonably be expected to be repaired by Landlord within one hundred and fifty (150) days from the date of the fire or other casualty, then either Landlord or Tenant may terminate this Lease. Tenant may also elect to terminate this Lease if the Landlord, having notified Tenant of its intention to repair the damage to the Premises or Building as hereafter provided fails to complete such repairs within one hundred and fifty (150) days after such fire or other casualty.

The foregoing rights of Landlord and Tenant to terminate this Lease in the event of a fire or other casualty shall be subject to the following notice provisions. Within thirty (30) days after the occurrence of a fire or other casualty, Landlord shall notify Tenant of Landlord's election to terminate this Lease in accordance with the preceding paragraph. Tenant shall notify Landlord of Tenant's election to terminate the Lease in accordance with the preceding paragraph (i) within

thirty (30) days after the occurrence of a fire or casualty or (ii) within thirty (30) days after the expiration of the 150-day period given to Landlord to repair the Premises if this Lease has not been terminated and Landlord has failed to complete such repair within said 150-day period, as the case may be. Any such termination of the Lease by Landlord or Tenant shall be effective no earlier than thirty (30) days after the giving of notice of thereof. Unless terminated pursuant to the foregoing provisions, this Lease shall remain in full force and effect, subject, however, to other provisions of this Section.

If any damage to the Premises or Building or the repair thereof by Landlord shall (i) render any part of the Premises unfit for use and occupation by Tenant or otherwise materially interfere with Tenant's use and occupancy of the Premises, or (ii) cause a material cessation or reduction in the services to be provided by Landlord under this Lease (even if Tenant may continue to use and occupy the Premises), the Rent or a just proportion thereof shall be abated until the Premises and/or such services have been restored as required hereunder.

7.2 Condemnation-Eminent Domain

If all or any substantial part of the Premises or Building shall be taken for any public or quasi-public use under governmental law or by right of eminent domain ("Taking") this Lease shall terminate at the election of Landlord, which may be made notwithstanding that Landlord's entire interest in the Building may have been divested. Tenant may also elect to terminate this Lease if the Taking would materially interfere with Tenant's use and occupancy of the Premises (even if the Premises and Building are reconstructed by Landlord to the maximum extent practicable in the case of a partial Taking), or, in the case of a partial Taking, if (i) Tenant determines in its reasonable business judgment, that any reconstruction of the Premises and/or Building necessary for Tenant's use and occupancy of the Premises in accordance with the terms of this Lease cannot, in ordinary course, be expected to be completed by Landlord within one hundred and fifty (150) days from the date of the Taking, or (ii) Landlord, having elected not to terminate the Lease, fails to complete such reconstruction within one hundred and fifty (150) days after the Taking.

The foregoing rights of Landlord and Tenant to terminate this Lease in the event of a Taking shall be subject to the following notice provisions. Within thirty (30) days after a Taking of all or a substantial part of the Premises or Building, Landlord shall notify Tenant of Landlord's election to terminate the Lease in accordance with the preceding paragraph. Tenant shall notify Landlord of Tenant's election to terminate the Lease as provided hereunder within thirty (30) days after the Taking or within thirty (30) days after the expiration of the 150-day period given to Landlord to restore the Premises after a partial Taking if this Lease is not terminated and Landlord has failed to complete such restoration within said 150-day period, as the case may be. Any such termination of the Lease by Landlord or Tenant shall be effective no earlier than thirty (30) days after the giving of notice thereof. Unless terminated pursuant to the foregoing provisions, this Lease shall remain in full force and effect, subject, however to other provisions of this Section.

If Landlord does not elect to terminate this Lease after a Taking or if the Taking effects less than all or a substantial part of the Premises or Building, Landlord shall proceed with diligence to establish and collect all valid claims which may have arisen against the Taking authority or others and, subject to the then applicable building codes, zoning ordinances and other legal requirements, Landlord shall proceed with diligence to restore the Premises and Building, or

what remains thereof, as nearly as practicable to their condition prior to such Taking at Landlord's sole expense, subject, however, to the extent of the proceeds from the Taking.

If any Taking of the Premises or Building or the restoration thereof by Landlord shall (i) reduce the Usable Area of the Premises, (ii) render any part of the Premises unfit for use and occupation by Tenant or otherwise materially interfere with Tenant's use and occupancy of the Premises, or (iii) cause a material cessation or reduction in the services to be provided by Landlord under this Lease (even if Tenant may continue to use and occupy the Premises), the Rent or a just proportion thereof shall be abated until the Premises, or what remains thereof, and/or such services have been restored as required hereunder. In the case of a Taking which reduces the Usable Area of the Premises, interferes with Tenant's use and occupancy of the Premises, or materially diminishes Landlord services on a permanent basis, a just proportion of the Rent shall be abated for the remainder of the Term.

Landlord reserves all rights to any damages or compensation payable by reason of any Taking and Tenant grants to Landlord all of Tenant's rights to such damages or compensation and covenants to execute and deliver such further instruments as Landlord may from time to time request to obtain such damages or compensation, provided, however, that Tenant reserves for itself any award specifically reimbursing Tenant for moving or relocation expenses and any other award the payment of which does not diminish the amounts otherwise payable to the Landlord.

ARTICLE VIII: INDEMNIFICATION AND INSURANCE

8.1 Indemnification of Tenant by Landlord

Landlord shall indemnify, save harmless and defend Tenant from any and all liability, claim or cost arising in whole or in part out of any injury, loss, or damage to any person or property while on or within the Premises, Building or appurtenant areas if caused by any negligence, breach of this Lease or willful misconduct of Landlord or Landlord's employees, agents, contractors, servants or invitees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred by Tenant in connection with any such injury, loss or damage or any such claim, or any proceeding brought thereon or in defense thereof, including, but not limited to, reasonable legal fees and expenses charged by public or private counsel employed by Tenant. This indemnity shall survive termination of this Lease.

8.2 Insurance Coverage to be Maintained by Landlord

At all times subsequent to the Date of Occupancy and during the full Term of this Lease, Landlord shall, at its sole cost and expense, keep in force commercial general liability insurance insuring Landlord against all claims and demands for personal injury or damage to property which may be claimed to have occurred upon or about the Premises, Building or appurtenant areas. Said insurance shall be written on an occurrence basis to afford protection in an amount not less than \$2,000,000 combined single limit for personal and bodily injury and death and for property damage, with a so-called "broad form" endorsement and contractual liability coverage insuring the performance by Landlord of the indemnity agreement set forth in Section 8.1 of this Lease. Said insurance policy shall also name Tenant as an additional insured, but only if (i) Tenant occupies twenty percent (20%) of the tenanted portion of the Building using Landlord's

generally applicable standard of measurement, or (ii) the Usable Area of the Premises exceeds 20,000 square feet.

Landlord shall also maintain casualty insurance upon the Building (including all fixtures and equipment installed by Landlord and all alterations and additions made by Landlord) insuring Landlord against loss or damage caused by fire and other risks which are customarily comprehended by the term "all risk" in endorsements in insurance policies (with such additional endorsements as may be necessary to include coverage for vandalism and malicious conduct, floods, boiler explosion or similar water damage, earthquake, debris removal and demolition) in an amount equal to one hundred percent (100%) of the replacement cost of the Building and its fixtures and equipment.

All insurance policies required hereunder shall be taken out with insurers qualified to do business in the Commonwealth and shall have only such deductibles as are reasonable and customary.

On or before the Date of Occupancy, Landlord shall provide Tenant with certificates of insurance in a form reasonably satisfactory to Tenant for all policies of insurance required hereunder, and shall provide Tenant with a certificate evidencing renewal of each such policy at least twenty (20) days before the expiration thereof. In the event Tenant is named as an Additional Insured under Landlord's commercial general liability insurance policy pursuant to the first paragraph of this Section, said insurance policy shall also contain an endorsement providing that the policy may not be canceled, terminated, reduced or changed in any material respect without at least twenty (20) days' prior written notice to the Tenant.

8.3 Tenant's Self-Insurance

Landlord and Tenant acknowledge and agree that Tenant is self-insured and that Tenant is not required by this Lease to procure or maintain insurance of any kind for payment of damages to the Landlord or any other party. Notwithstanding any other provision of this Lease, but subject to the provisions of Section 13.1, Tenant's liability for injuries to persons or property shall be governed by the provisions of M.G.L. Chapter 258 or any successor statute.

8.4 Tenant's Personal Property: Assumption of Risk

All of the furnishings, equipment, effects and personal property of every kind and nature of Tenant and of all persons claiming by, through and under Tenant, which during the Term of this Lease may be on the Premises or in the Building shall be at the sole risk and hazard of Tenant except for damage thereto caused by the negligence, breach of this Lease or willful misconduct of Landlord. If the whole or any part of such personal property shall be destroyed or damaged by fire, water or other casualty, no part of such loss or damage is to be charged to or to be borne by Landlord, unless such loss or damage is due to the negligence, breach of this Lease or willful misconduct of Landlord.

ARTICLE IX: DEFAULT

9.1 Event of Default by Tenant

The following events shall be deemed to be "Events of Default" by Tenant under this Lease:

9.3 Cure By Landlord

If Tenant fails to perform any of its obligations, agreements, or covenants under this Lease, and if Tenant shall not cure such failure within thirty (30) days after written notice from Landlord specifying the failure, (or, for those failures which are incapable of being cured within such thirty (30) day period, if Tenant has failed to commence such cure within said thirty (30) day period and thereafter diligently pursued such cure to completion), Landlord may, at its sole option and without waiving or limiting any claim for damages, at any time thereafter perform such obligation of the Tenant; provided that Landlord may cure any such failure prior to the expiration of the waiting period described above (but after notice to Tenant, which may be by telephone) if the curing of such breach prior to the expiration of the waiting period is reasonably necessary to prevent injury or damage to persons or property, including Landlord's interest in the Premises or Building. If the Landlord makes any expenditure or incurs any obligation for the payment of money in order to cure a failure to perform by Tenant as aforesaid, such sums paid or obligations incurred, to the extent they are reasonable, shall be due from Tenant to Landlord as additional Rent. Landlord shall deliver to Tenant an itemized statement of all costs incurred by Landlord to cure Tenant's failure to perform, together with copies of all bills, invoices, receipts and other documents evidencing such costs. Any additional rent due by reason of such costs shall be paid with the second installment of rent due after said statement is delivered to Tenant.

9.4 Event of Default by Landlord

The following events shall be deemed to be "Events of Default" by Landlord under this Lease:

- (a) Landlord shall fail to comply with any obligation or covenant of Landlord under this Lease and shall not cure such failure within thirty (30) days after receiving written notice from Tenant specifying such failure, or for those failures which cannot be cured within such thirty-day period, if Landlord has failed to commence such cure within said thirty-day period and thereafter diligently pursued such cure to completion.
- (b) Any warranty, representation or statement made by Landlord herein is incorrect or misleading in any material respect on the date made.

9.5 Remedies of Tenant

Upon the occurrence of an Event of Default by Landlord, Tenant shall have the remedies described in Section 9.6 below, if applicable given the nature of the Event of Default, and any other remedies available to Tenant at law or in equity. In addition, if the Event of Default by Landlord is of such a nature that it materially interferes with Tenant's use or occupancy of the Premises in Tenant's reasonable judgment and Landlord fails to fully cure or eliminate the cause(s) of such Event of Default within thirty (30) days following written notice from Tenant stating that such an Event of Default has occurred, then Tenant shall also have the right to terminate this Lease by giving Landlord a written Notice of Termination, which shall be given at least ten (10) days prior to the effective date of termination stated in such Notice of Termination. Upon the effective date of such termination, this Lease shall come to an end as fully and completely as if the termination date stated in such notice were the date originally fixed for the expiration of the Term, provided, however, Landlord shall remain liable for any breach of its obligations under this Lease occurring prior to the date of termination, and Tenant shall be required to comply with the provisions of Section 6.7.

9.6 Cure by Tenant

If Landlord fails to perform any obligation, agreement or condition of this Lease or its part to be performed, including but not limited to, failing to make any required repairs or provide any Building services, and if such failure shall interfere with Tenant's use or occupancy of the Premises in Tenant's reasonable judgment, and if Landlord shall not cure such failure within thirty (30) days after written notice from Tenant specifying the failure, (or, for those failures which are incapable of being cured within such thirty-day period, if Landlord has failed to commence such cure within said thirty-day period and thereafter diligently pursued such cure to completion), Tenant may, at its sole option and without waiving or limiting any claim for damages, at any time thereafter perform such obligation for Landlord; provided that Tenant may cure any such failure prior to the expiration of the waiting period described above (but after notice to Landlord, which may be by telephone) if the curing of such failure prior to the expiration of the waiting period is reasonably necessary to prevent injury to persons or property. If Tenant makes any expenditure or incurs any obligation for the payment of money in order to cure a failure to perform by Landlord as aforesaid, such monies paid or obligations incurred, to the extent they are reasonable, shall be deemed paid or incurred on behalf of the Landlord, and Landlord agrees to reimburse Tenant therefor or save Tenant harmless therefrom. Tenant shall deliver to Landlord an itemized statement of all costs incurred by Tenant to cure Landlord's failure to perform, together with copies of all bills, invoices, receipts and other documents evidencing such costs. Landlord shall pay any outstanding bills for labor or materials promptly, and shall reimburse Tenant within thirty (30) days of demand for any amount paid by Tenant on behalf of Landlord. In the event Landlord fails to reimburse Tenant within such period, the amount may be deducted by Tenant from the next or any succeeding payments of Rent due hereunder.

9.7 Remedies Cumulative

Any and all rights Landlord and Tenant may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of such rights and remedies may be exercised at the same time insofar as permitted by law.

ARTICLE X: MORTGAGE PROVISIONS

10.1 Estoppel Certificate

Within twenty (20) working days from receipt of a written request from Landlord or any mortgagee of the Building, Tenant shall execute and deliver to Landlord a certificate in the form of the *Commonwealth of Massachusetts Standard Estoppel Certificate* indicating thereon any exceptions thereto which may exist at that time.

10.2 Subordination

Upon request of Landlord in writing, Tenant will subordinate this Lease and the lien thereof to the lien of any future mortgage(s) upon the Premises held by a bank, insurance company, governmental agency, or other financial institution, provided that the Landlord and the holder of such mortgage(s) shall execute and deliver to Tenant the *Commonwealth of Massachusetts*

Standard Subordination, Non-Disturbance and Attornment Agreement. The word "mortgage" as used herein includes mortgages, deeds of trust and all similar instruments, and all modifications, extensions, renewals and replacements thereof.

ARTICLE XI: HOLDING OVER

11.1 Holding Over By Tenant

If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the Term hereof, without any agreement in writing between Landlord and Tenant with respect thereto, prior to acceptance of Rent by Landlord the person remaining in possession shall be deemed a tenant at sufferance. After acceptance of Rent by Landlord, the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant from month-to-month. Notwithstanding the forgoing, Tenant agrees that Landlord may accept any Rent tendered by Tenant after the expiration or earlier termination of this Lease without prejudice to any claim that Landlord may have for a higher fair market rent for the Premises, provided Landlord shall give Tenant written notice of such claim prior to acceptance of such Rent. Nothing in this Section 11.1 shall be construed to give Tenant a right to remain in possession of the Premises after the Expiration Date.

ARTICLE XII: FISCAL YEAR APPROPRIATIONS

12.1 Tenant's Obligations Subject to Appropriation

Appropriations for expenditures by agencies of the Commonwealth and authorizations to spend for particular purposes, are made on a fiscal year basis. The fiscal year of the Commonwealth is the twelve-month period ending June 30 of each year. The obligations of the Tenant under this Lease or under any amendment to or extension of this Lease for any fiscal year are subject to the appropriation of funds to the User Agency sufficient to discharge the Tenant's obligations under this Lease which accrue in that fiscal year and to an authorization to spend such funds for the purposes of this Lease. Prior to the commencement of each fiscal year during the Term of this Lease, the User Agency shall make all reasonable efforts to secure an appropriation and authorization to spend funds in an amount sufficient to discharge the obligations of Tenant under this Lease which accrue in that fiscal year.

12.2 Termination of Lease for Lack of Appropriation

If, for any fiscal year during the term of this Lease, funds for the discharge of the Tenant's obligations under this Lease are not appropriated and authorized, or if the funds so appropriated and authorized are insufficient to discharge all such obligations of Tenant, then Tenant may terminate this Lease by written notice to Landlord, without any liability whatsoever for damages, penalties or other charges arising from early termination, and without further recourse to either party; provided, however, that Tenant shall pay all Rent and any other charges due to Landlord for the period prior to its surrender of the Premises, and that Tenant shall comply with the provisions of Section 6.7 of this Lease.

Tenant hereby acknowledges and confirms that the State has appropriated funds to cover the costs of this Lease during the current fiscal year.

ARTICLE XIII: PERSONAL LIABILITY

13.1 Liability of Tenant

No official, employee or consultant of the Commonwealth of Massachusetts shall ever be personally liable to the Landlord or to any successor in interest to Landlord or to any person claiming through or under the Landlord for or on account of any Event of Default by Tenant or failure by Tenant to perform any of its obligations hereunder, or for or on account of any amount which may be or become due under this Lease, or for the satisfaction of any judgement against Tenant under this Lease, or on any claim, cause or obligation whatsoever under the terms of this Lease.

13.2 Liability of Landlord

No trustee, beneficiary, partner, director, officer, shareholder or employee of Landlord shall ever be personally liable to the Tenant or to any successor in interest to Tenant or person claiming through or under the Tenant for or on account of any Event of Default by Landlord or failure by Landlord to perform any of its obligations hereunder, or for or on account of any amount which may be or become due under this Lease, or for the satisfaction of any judgment against Landlord under this Lease or on any claim, cause or obligation whatsoever under the terms of this Lease. Tenant shall look solely to Landlord's interest in the Premises and Building and the legal parcel upon which the Building is located and to the rents and profits therefrom for the satisfaction of any claim or judgment against Landlord under this Lease. Notwithstanding the foregoing, nothing in this paragraph shall limit any right that Tenant may otherwise have to obtain injunctive relief against Landlord, or to claim the proceeds of any insurance maintained by Landlord for Tenant's benefit or any condemnation proceeds to which Tenant may be entitled hereunder. In addition nothing in this paragraph shall limit the recourse of Tenant on account of willful fraudulent conduct by an individual, provided that only the individual who actually engaged in the willful fraudulent conduct shall have liability for such conduct.

ARTICLE XIV: NOTICE

14.1 Giving of Notice

All notices or other communications required or permitted to be given under this Lease shall, unless otherwise expressly permitted hereunder, be in writing, signed by a duly authorized representative of the party giving notice, and shall be given by hand delivery (including without limitation, courier, Federal Express, or other overnight delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested. Notices shall be addressed and sent to Landlord at the address appearing for Landlord in Section 1.1. Notices to Tenant, unless otherwise expressly stated in this Lease, shall be sent or addressed to Tenant at the address appearing for Tenant in Section 1.1, with copies to the User Agency (i) at the address of the Premises (after the Date of Occupancy) and (ii) at the address set forth for the User Agency in

Section 1.1 if different from the address of Tenant. Landlord or Tenant may, by notice given hereunder, at any time and from time to time designate a different address to which notices shall be sent. Notices sent as aforesaid shall be deemed given for all purposes (i) on the date shown on the receipt for such delivery, or (ii) as of the date such notice was sent in the event delivery is refused or acceptance could not be obtained.

14.2 Special Notice Where Failure to Reply Results in Approval or Consent

Wherever in this Lease the approval or consent of Landlord or Tenant is deemed to be given to a request or submission following a period of non-reply, said Lease provision shall be effective only if the envelope containing the request or submission shall bear on the outside thereof the following legend with the appropriate time period filled in, printed in bold-face type at least one-quarter inch high:

**NOTICE
THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY.
FAILURE TO RESPOND WITHIN ____ DAYS SHALL RESULT
IN AUTOMATIC APPROVAL.**

ARTICLE XV: FORCE MAJEURE

15.1 Force Majeure

In any case where either party hereto is required to do any act, delays caused by or resulting from war, fire, flood or other casualty, strikes, extraordinary governmental regulation, (which shall include, in the case of Tenant, delays in the payment of Rent of forty-five days or less at the commencement of the Commonwealth's fiscal year caused by an act or omission of a branch, agency or department of State government other than the User Agency or DCPO), unusually severe weather, or other causes beyond such party's reasonable control ("Force Majeure Causes"), shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time," and such time shall be deemed to be extended by the period of the delay.

ARTICLE XVI: MISCELLANEOUS

16.1 Extension

Landlord and Tenant may extend this Lease for a term or terms not to exceed five (5) years in the aggregate upon such terms and conditions as may be mutually agreed upon. This provision shall not be construed as granting Landlord or Tenant an exclusive option to extend this Lease, and no extension of this Lease shall be effective unless and until a written amendment to this Lease extending the term hereof is duly executed and delivered by Landlord and Tenant.

16.2 Entire Agreement

This Lease contains all of the agreements between Landlord and Tenant with respect to the subject matter of this Lease and supersedes all prior writings and dealings between them with respect thereto.

16.3 Changes in Lease

None of the provisions or terms of this Lease shall be deleted, amended or modified in any manner except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

16.4 Binding Agreement

This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. All covenants, agreements, terms and conditions of this Lease shall be construed as covenants running with the land.

16.5 Governing Law

This Lease shall be construed and governed by the laws of the Commonwealth of Massachusetts. Landlord and Tenant agree to bring any Federal or State legal proceedings arising under this Lease, in which the Commonwealth of Massachusetts, the User Agency or DCPO is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

16.6 Waiver

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver be in writing and signed by a duly- authorized representative of the party to be bound by such waiver.

16.7 No Broker

Landlord and Tenant each represents and warrants to the other that no broker, agent, commission salesman or other person has represented it in connection with the procurement or consummation of this Lease.

16.8 Rights and Remedies Not Exclusive

Unless otherwise expressly stated in this Lease, no mention in this Lease of any specific right or remedy shall preclude Landlord or Tenant from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either at law or in equity.

16.9 Accord and Satisfaction

No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check of Landlord or Tenant or any letter accompanying any check or payment from either Landlord or Tenant to the other be deemed an accord and satisfaction, and Landlord and Tenant may accept such check or payment without prejudice to such party's right to recover any balance due with respect to such payment or pursue any other remedy provided in this Lease.

16.10 Debarred Contractors

Landlord agrees that it shall not, during the term of this Lease, knowingly accept bids or proposals from or enter into any contract with any person or firm for the construction, repair or maintenance of the Premises if such person or firm is debarred or suspended from contracting with the Commonwealth of Massachusetts under any applicable debarment statute or regulation.

16.11 Time of Essence

Time is of the essence of this Lease and each of its provisions.

16.12 Non-Discrimination in Employment

Landlord shall not discriminate against any qualified employee, applicant for employment, contractor, or person or firm seeking to provide goods or services to Landlord because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Landlord shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment.

16.13 Severability

If any provision of this Lease is declared to be illegal, unenforceable, or void, then Landlord and Tenant shall be relieved of all obligations under that provision (or the application of that provision under circumstances in which it is illegal or unenforceable) provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

16.14 Notice of Lease

Upon request of Tenant, Landlord shall execute and deliver to Tenant a recordable notice of this Lease.

16.15 No Agreement Until Signed

No legal obligation shall arise with respect to the Premises or other matters covered by this Lease until this Lease is executed by Landlord, the User Agency, and the Division of Capital Planning and Operations and delivery is made to each.

16.16 State Employees Barred from Interest

No official, employee or consultant of the Commonwealth of Massachusetts shall have any personal interest, direct or indirect, in this Lease or the Landlord, nor shall any such official, employee or consultant of the Commonwealth of Massachusetts participate in any decision relating to this Lease which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

16.17 Paragraph Headings

The paragraph headings herein are for convenience of reference only and shall in no way define, increase or limit the scope or intent of any provision of this Lease.

16.18 Counterparts

This lease may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original and all such counterparts shall together constitute but one and the same Lease.

16.19 Riders and Exhibits

The Riders and Exhibits attached hereto are made a part of this Lease for all purposes.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this and two (2) copies, the Commonwealth of Massachusetts having executed these presents by the Commissioner of the Division of Capital Planning and Operations and by the duly authorized representative of the User Agency, who incur no personal liability by reason of the execution hereof.

LANDLORD:

BY: _____

TITLE: _____

TENANT:

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL PLANNING AND OPERATIONS

BY: _____

Lark Jurev Palermo

Commissioner, who hereby certifies under penalties of perjury that she has fully complied with advertising requirements of M.G.L. Chapter 7, Section 40H, in connection with the property described herein.

COMMONWEALTH OF MASSACHUSETTS

USER AGENCY

BY: _____

TITLE: _____

Approved as to Matters of Form:

Associate General Counsel, DCPO

RIDER TO LEASE

LANDLORD:

TENANT: The Commonwealth of Massachusetts ("Tenant"), by its Division of Capital Planning and Operations, on behalf of the User Agency named in the Lease.

DATE OF LEASE:

PREMISES:

BUILDING ADDRESS:

The following amendments and modifications are hereby made in the terms, covenants and conditions of the above-referenced Lease and made a part thereof:

IN WITNESS WHEREOF, this Rider to Lease has been executed by the parties hereto, under seal.

LANDLORD:

BY: _____

TITLE: _____

TENANT:

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL PLANNING AND OPERATIONS

BY: _____

Lark Jurev Palermo

Commissioner, who hereby certifies under penalties of perjury that she has fully complied with advertising requirements of M.G.L. Chapter 7, Section 40H, in connection with the property described herein.

COMMONWEALTH OF MASSACHUSETTS

USER AGENCY

BY: _____

TITLE: _____

Approved as to Matters of Form:

Associate General Counsel, DCPO

EXHIBIT E

LANDLORD'S BENEFICIAL INTEREST DISCLOSURE STATEMENT

Pursuant to M.G.L. C.7, §40J¹, the undersigned _____,
(Name) (Title)
of the _____ hereby certifies the following:
(Name of Landlord, Corporation, Trust, Partnership)

- (1) DESCRIPTION & ADDRESS OF LEASED PREMISES:
- (2) TERM OF LEASE From: _____ to: _____
- (3) LANDLORD NAME and ADDRESS:
- (4) TENANT: Commonwealth of Massachusetts
- (5) Name and address of all natural persons who have or will have a direct or indirect beneficial interest in the above property of Landlord (including prospective purchasers). Please note: do not write "none".
NAME RESIDENCE
- (6) None of the above mentioned persons is an employee of the Division of Capital Planning and Operations or an official elected to public office in the Commonwealth of Massachusetts, except as listed below.
NAME PUBLIC OFFICE TITLE RESIDENCE
- (7) The undersigned further agrees that a new Disclosure Statement shall be made in writing, under penalty of perjury, during the Term in case of any change of interest in such property, within thirty (30) days of such change.

Signed under the penalties of perjury on this _____ day of _____, 19 _____

(Name) (Title)

Personally appeared the above-named _____, and being sworn, deposed, and says that he is the person named, and who signed the foregoing, and that the statements therein are true.

(Notary Public)
My Commission Expires: _____

¹"No agreement to rent... real property to a public agency, and no renewal or extension to such agreement shall be valid and no payment shall be made to the lessor... of such property, unless a Statement, signed under penalties of perjury, has been filed by the lessor... and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the Commissioner of Capital Planning and Operation". (M.G.L. C.7, §40J).

ATTACHMENT C-3
Commonwealth Standard Tenant Estoppel Certificate

EXHIBIT F

CERTIFICATE OF TAX AND EMPLOYMENT SECURITY COMPLIANCE

Pursuant to Massachusetts General Laws Chapter 62C, §49A¹ and Chapter 151A, §19A(b)², I

(Title) (Name of Landlord)

whose principal place of business is located at _____
do hereby certify that:

- A. The above-named Landlord has made all required filings of state taxes, has paid all state taxes required under law, and has no outstanding obligation to the Commonwealth's Department of Revenue.
- B. The above-named Landlord/Employer has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

Signed under the penalties of perjury this _____ day of _____ 19 _____

Federal Identification Number

By : _____

Title: _____

¹ "No contract or other agreement for the purpose of providing goods, services or real estate to any ... agencies (of the Commonwealth) shall be entered into, renewed or extended with any person unless such person certifies in writing under penalties of perjury, that he has complied with all laws of the Commonwealth relating to taxes."

² "No contract or other agreement for the purpose of providing... physical space to any agency or instrumentality of the Commonwealth shall be entered into, renewed or extended with any employer unless such employer certifies in writing under penalties of perjury, that said employer has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions."

EXHIBIT G-1

CORPORATE VOTE AND CERTIFICATE OF CLERK OF CORPORATION

At a duly authorized meeting of the Board of Directors of _____
(Corporation)

held on _____, at which all the Directors were present or waived notice, it
(Date)

was voted that

(Name of Officer) (Title)

of this Corporation, is authorized to execute any and all documents in connection with the rental or leasing of the real property of this Corporation or of any partnership of which this Corporation is a general partner, including, without limitation, leases, amendments to leases and all exhibits thereto in the name and on behalf of this Corporation, and affix its corporate seal thereto; and such execution of any such document in this Corporation's

name by such _____, under the seal of this Corporation, shall be valid and binding
(Title)

upon this Corporation.

A true and complete copy of the above-described vote of this Corporation is attached hereto.

ATTEST: _____

Place of Business: _____

Date of this Contract: _____

I hereby certify that I _____ am the Clerk of _____
(Corporation)

and that _____ is currently the _____
(Name of Officer) (Title)

this Corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certificate.

(Signature of Clerk) (Corporate Seal)

EXHIBIT G-2

CERTIFICATE OF TRUSTEE AUTHORITY

_____ TRUST

Each of the undersigned, _____, Trustee(s)
of the _____ Trust, under Declaration of Trust dated _____,
19____, recorded with the _____ Registry of Deeds in Book _____, Page _____
and filed for registration with _____ Registry District of the Land Court as Document Number
_____, as amended by a _____ amendment dated _____, 19____, and recorded with
said Registry of Deeds in Book _____, Page _____ and filed with said Registry District of the
Land Court as Document Number _____, and having an address c/o _____

_____ (the "Trust"), hereby
certifies that the execution of the lease described below by the Trustees is authorized by the Declaration of Trust,
that he/she is a duly authorized Trustee of the Trust, that said Declaration of Trust remains in full force and effect
and has not been amended except as set forth above, and that he/she has been directed in writing by the owners of
100% of the beneficial interest of said Trust, to execute a lease for certain premises on the _____ floor(s) of
the building located at _____ which lease is by and between the
Trust and the Commonwealth of Massachusetts by its _____,
and in connection therewith to execute, deliver, and acknowledge all documents which are necessary or desirable
for said lease. The trustees signing below are all of the Trustees of the Trust.

Executed as a sealed instrument this _____ day of _____, 19____.

_____ Trust

By: _____, Trustee
as aforesaid, but not individually

_____, Trustee
as aforesaid, but not individually

_____, Trustee
as aforesaid, but not individually

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this _____ day of _____, 19____ personally appeared before me the above-named
_____, who, being duly sworn, acknowledged the foregoing
instrument to be his/her/their free act and deed as a Trustee of above-named Trust.

Notary Public

My commission expires:

RIDER TO LEASE

LANDLORD:

TENANT: The Commonwealth of Massachusetts ("Tenant"), by its Division of Capital Planning and Operations ("DCPO"), on behalf of the University of Massachusetts at Dartmouth ("User Agency").

DATE OF LEASE: As of

PREMISES:

BUILDING ADDRESS:

The following amendments and modifications are hereby made in the terms, covenants and conditions of the above-referenced Lease and made a part thereof:

SECTION 1.1 of the Lease is amended as follows:

1. The following defined term is added:

PROPERTY: The parcel of land designated as the "Lot" on Exhibit A, the Building, and all other improvements located on the Lot. Wherever the term "Building" is used in the Standard Office Lease form, it shall be deemed to include the Property unless the context clearly indicates otherwise.

2. The Initial Lease Term, is modified by replacing "fifth (5th) in the third line with "twentieth (20th)".
4. The following provisions are added:

ADDITIONAL RENT

In addition to Base Rent described in this Section 1.1, Tenant shall pay to Landlord as Additional Rent during the Lease Term the actual cost to Landlord for (i) Real Estate Taxes (as defined below) imposed upon the Property, and (ii) Operating Expenses (as defined below) of the Property. The Base Rent and Additional Rent are sometimes collectively referred to in this Lease as the "Rent."

Additional Rent shall be calculated on a calendar year (January 1 - December 31) basis, prorated for any partial calendar year falling within the Lease Term. For 199_, the Additional Rent shall be \$_____ per annum (pro-rated based on the number of days in such year that the Term is in effect), based upon a statement prepared by Landlord and approved by Tenant prior to the execution of this Lease, representing Landlord's good faith

estimate of its annualized cost for each of the items comprising Additional Rent for said year. Said amount shall be paid in as many equal installments as there are months remaining in the calendar year, the first such monthly installment to be pro-rated for the partial month, if any, at the beginning of the Lease Term. Beginning with 199_, Tenant shall pay to Landlord each month an amount equal to one-twelfth (1/12) of the total amount of Additional Rent due for the current calendar year as estimated by Landlord and approved in writing by Tenant, which approval shall not be unreasonably withheld or delayed. Landlord agrees that, except for 199_, its estimate of the Additional Rent due for each calendar year shall be equal to the amount of Additional Rent actually due for the preceding calendar year as calculated in Landlord's year-end statement described below, adjusted only for reasonable projected increases or decreases in any applicable costs, provided such projections are documented by Landlord.

Each installment of Additional Rent shall be paid by Tenant and shall be due with Tenant's monthly payment of Base Rent. Each monthly installment of Additional Rent shall be credited by Landlord to Tenant's obligations to pay Additional Rent for the current calendar year.

On or before February 15th of each year, Landlord shall render to Tenant a year-end statement prepared in accordance with generally accepted accounting principles consistently applied showing (i) for the calendar year just ended, the actual amount of Additional Rent due and paid, and (ii) for the then current calendar year, the amount of estimated Additional Rent. Said year-end statement shall be accompanied by copies of all bills, notices and other documentation substantiating Landlord's estimate of the Additional Rent due for the then current calendar year. Landlord's estimate of the Additional Rent due for the then current calendar year shall be subject to Tenant's approval, which approval shall not be unreasonably withheld if the components of the estimate are reasonable based on market rates for labor, materials, utilities and other Operating Expense components, and Landlord's obligations under this Lease. If the total amount of Additional Rent paid by Tenant in any calendar year exceeds the actual amount of Landlord's applicable costs for such year, then such excess shall be credited by Landlord against the monthly installments of Additional Rent next falling due or refunded to Tenant at the time Landlord's year end statement is due if the Lease Term has ended. If, however, the total amount of Additional Rent paid by Tenant in any calendar year is less than the actual amount of Landlord's applicable costs for such year, Tenant shall pay the difference to Landlord within thirty (30) days of receipt of Landlord's year end statement and completed invoice.

Tenant and Tenant's representatives may at any time during the one hundred twenty (120) day period after receiving such year end statement, examine Landlord's books and records relating to Additional Rent. If such an examination shows that only 90% or less of the amount stated in Landlord's year end statement to be due as Additional Rent, then in addition to repaying the difference to Tenant forthwith, Landlord will also reimburse Tenant's reasonable direct costs of such examination.

Landlord shall promptly deliver to Tenant a copy of any notice sent to Landlord increasing the assessed valuation of the Premises. Tenant may request that Landlord contest any tax assessment if the amount to be abated is material and Tenant determines that there are reasonable grounds for obtaining an abatement, and Tenant agrees that it shall pay Landlord's reasonable costs to contest such assessment in the event such costs exceed the

amount of the abatement obtained by Landlord, if any. In the event Landlord unreasonably refuses to contest such assessment, Tenant shall have the right to contest any tax assessment by legal proceedings brought on behalf of Tenant and Landlord, or on behalf of Tenant alone, and Landlord shall provide Tenant with such documents or information in Landlord's possession as Tenant may reasonably require in support of such contest. If Tenant is precluded from taking legal action, Landlord shall contest the assessment upon reasonable notice from Tenant, provided that Tenant agrees in writing to reimburse Landlord for all costs associated with such contest. If Tenant obtains any abatement of tax with respect to which Tenant has paid Additional Rent, the entire amount of such abatement shall belong to Tenant. If Landlord obtains any abatement of a tax with respect to which Tenant has paid Additional Rent, Landlord shall promptly pay to Tenant Tenant's Proportionate Share of the net proceeds (i.e., the amount abated less Landlord's reasonable legal, accounting, appraisal and other expenses of obtaining the abatement) received by Landlord on account of such abatement.

Landlord agrees to pay all Real Estate Taxes and Operating Expenses promptly when due. Tenant shall not be responsible for, nor shall Tenant pay as Additional Rent, any penalties, interest or other charges levied against Landlord for delay in payment of the same.

"Operating Expenses" shall mean all reasonable direct costs and expenses necessary to operate, repair and maintain the Property, including, but not limited to the following:

- (a) All labor costs, including wages, salaries, and fringe benefits of all persons directly engaged in the operation, maintenance and repair of the Property up to and including the Building manager (whose salary shall be prorated if said individual manages more than one property).
- (b) Costs of supplies, materials, tools and equipment used in the operation, maintenance and repair of the Property.
- (c) Costs of utilities furnished to the Premises and Property common areas (unless paid for by Tenant directly to the supplier thereof), including without limitation electricity, water and sewer, heat, fuel, air conditioning and ventilation.
- (d) Costs and expenses incurred by Landlord in connection with the provision of services to the Property common areas and the Premises, including without limitation, the cost of landscaping, janitorial services, security, sweeping, snow plowing, sanding and refuse removal.
- (e) The cost of general maintenance and necessary routine repairs to the Property.
- (f) The cost of replacing any portion of the Building, or making repairs to the Building structure or Property which materially extend the useful life of the subject of such repairs (such replacements or repairs hereafter "Capital Improvements") made necessary by any law, regulation or ordinance which was not in effect on the Date of Occupancy and required by a governmental agency, amortized over the useful life of the Capital Improvement.

5. Occupancy:

- (a) Tenant now occupies the entire Leased Premises for the purposes permitted under the terms of the Lease and is actively conducting its business therein.
- (b) Tenant has not Transferred (as defined in the Lease) any portion of the Leased Premises, nor assigned any of its rights under the Lease.

Executed as a sealed instrument, governed by the laws of the Commonwealth of Massachusetts and effective as of the date first written above.

TENANT

COMMONWEALTH OF MASSACHUSETTS,
BY ITS DIVISION OF CAPITAL PLANNING AND OPERATIONS

By: _____
Assistant Commissioner for Operations

USER AGENCY

By: _____
Name: _____
Title: _____

ATTACHMENT C-4
Commonwealth Standard Subordination, Non-Disturbance
and Attornment Agreement

THIS OFFICIAL FORM MAY NOT BE ALTERED

**COMMONWEALTH OF MASSACHUSETTS
STANDARD SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT
Form DPL**

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), is made as of the _____ day of _____, 19____, among _____ ("Mortgagee"), _____ ("Landlord") and the Commonwealth of Massachusetts ("Tenant") by its Division of Capital Planning and Operations on behalf of the User Agency, the _____.

WHEREAS, Landlord owns certain real property located in _____ County, Massachusetts, and more particularly described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, Landlord and Tenant made and entered into that certain lease dated as of _____, 19____ (said lease, together with any and all amendments and extensions thereto, the "Lease") with respect to certain premises (the "Premises") located on the Property; and

WHEREAS, Mortgagee has made a loan to Landlord which is secured by a mortgage (the "Mortgage") upon the Premises and an assignment of leases and rents (the "Assignment") (said Mortgage and Assignment collectively the "Security Documents"), which are recorded in the _____ County Registry of Deeds; and

WHEREAS, Mortgagee, Landlord and Tenant desire to confirm their understanding, with respect to the Lease and the Security Documents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, hereby covenant and agree as follows:

1. Subordination

Subject to the provisions hereof, Tenant agrees that the Lease, as it may hereafter be amended from time to time, shall in all respects be, and is hereby expressly made, subject and subordinate at all times to the lien of the Security Documents and to all of the terms, conditions and provisions thereof, and to all renewals, modifications, replacements, consolidations and extensions thereof, and to all subsequent advances and/or payments made or to be made thereunder. Mortgagee acknowledges that any subsequent increases, renewals, modifications, replacements, consolidations and extensions of the Security Documents may not abrogate the provisions of this Agreement without the written consent of Tenant and that same shall specifically reference that they are subject to the terms of this Agreement.

2. Attornment.

- (a) In the event that Mortgagee takes possession of the Premises or acquires or succeeds to the interest of Landlord under the Lease by reason of a foreclosure of the Mortgage,

deed-in-lieu of foreclosure or otherwise (collectively, a "**Foreclosure**"), Tenant shall be bound to Mortgagee or to any person purchasing at foreclosure or otherwise acquiring the interest of the Landlord under the Lease as a result of a Foreclosure ("**Purchaser**"), under all of the terms, covenants and conditions of the Lease, except as provided in this Agreement, for the balance of the term thereof remaining, with the same force and effect as if Mortgagee or such Purchaser were Landlord. Tenant hereby agrees in such event to attorn to Mortgagee or such Purchaser as its Landlord on such terms and, upon receiving notice from Mortgagee as provided in Section 6 of this Agreement, to make payments of all sums thereafter becoming due under the Lease directly to Mortgagee or Purchaser, as the case may be. Said attornment and agreement is to be effective and self-operative without the execution of any further instruments (except for standard payment authorization documents required to be completed by parties receiving payments from state agencies) upon Mortgagee taking possession of the Premises or otherwise succeeding to the interests of Landlord under the Lease. Nevertheless, Tenant, Mortgagee and Purchaser shall, from time to time, execute and deliver such instruments evidencing such attornment and the provisions of Paragraph 2(b) as Mortgagee or Purchaser or Tenant may reasonably require.

- (b) From and after such attornment, Mortgagee or any Purchaser automatically shall be bound to Tenant under all the terms, covenants and conditions of the Lease with the same force and effect as if originally entered between said parties without the execution of any further instruments; provided, however, Mortgagee or Purchaser shall not be:
- (1) liable for any act, omission, neglect, breach of obligation under the Lease or Event of Default of any prior landlord (including Landlord) occurring prior to the date upon which Mortgagee or Purchaser shall succeed to the interest of Landlord in the Premises or obtain possession of the Premises, except as provided in Paragraph 2(c) below; provided, however, that the foregoing shall not limit Mortgagee's or Purchaser's obligation as landlord under the Lease following the date of attornment to cure any continuing defaults of Landlord on the terms set forth in the Lease, notwithstanding that such defaults existed as of the date of attornment;
 - (2) subject to any offsets or defenses which Tenant may have against any prior landlord (including Landlord) except as provided in Paragraph 2(c) below; provided, however, that the foregoing shall not limit Tenant's right to assert against Mortgagee or Purchaser any offset or defense otherwise available to Tenant because of events occurring or continuing after the date of attornment;
 - (3) bound by any payment of fixed rent, percentage rent or additional rent that Tenant may have made to any prior landlord (including Landlord) more than thirty (30) days in advance of the date such rent was first due and payable under the Lease and which has not actually been delivered to Mortgagee or Purchaser; provided however, that Mortgagee and Purchaser shall be bound by any such prepayment of rent or other charge made more than thirty (30) days in advance, if such prepayment was the result of the Comptroller of the Commonwealth of Massachusetts changing the rent payment schedule for state agencies from payment in arrears (as provided in certain state agency Leases) to payment in advance for the current month;
 - (4) liable for the return of any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such security deposit was actually delivered to Mortgagee or Purchaser;

- (5) bound by any modification or amendment of the Lease made after the date hereof which reduces the Rent, changes the Term, or otherwise materially changes the rights and obligations of Landlord or Mortgagee under the Lease, or relieves Tenant of any material obligation under the Lease, unless Landlord has obtained Mortgagee's prior written consent to such modification or amendment or confirmation that Mortgagee's consent is not required under any agreement between Mortgagee and Landlord; or
- (6) bound by any consensual or negotiated surrender of the Premises or termination of the Lease, in whole or in part, agreed upon between any prior landlord (including Landlord) and Tenant, unless effected pursuant to the express terms of the Lease or with the Mortgagee's consent or with confirmation that Mortgagee's consent is not required under any agreement between Mortgagee and Landlord.
- (c) Notwithstanding anything to the contrary contained in subparagraph (b) above or elsewhere in this Agreement, if Landlord commits an act or omission which, with the giving of notice and/or the passage of time would constitute an event of default by Landlord under the Lease, Mortgagee or any Purchaser shall be subject to any and all claims, offsets or defenses of Tenant arising from such act or omission, provided that Mortgagee received notice of such act or omission and was given an opportunity to cure same (subject to Tenant's right to take emergency self-help action as provided in Section 9.6 of the Lease) as required by this Agreement.

3. Notice of Default by Landlord

- (a) Tenant shall forward to Mortgagee a copy of any notice given by Tenant to Landlord (i) wherein it is claimed or alleged that Landlord has failed to perform any of its obligations under the Lease, (ii) wherein it is claimed or alleged that an event of default by Landlord exists under the Lease, (iii) demanding reimbursement for expenditures made or obligations incurred by Tenant pursuant to Section 9.6 of the Lease, or (iv) terminating the Lease. Such copies shall be forwarded to Mortgagee concurrently with the giving of any such notice to Landlord under the Lease.
- (b) If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate the Lease or abate the rent payable thereunder or to claim a partial or total eviction, Tenant shall not exercise such right until (i) it has given written notice of such act or omission to Mortgagee, and (ii) until thirty (30) days after the Landlord's cure period, if any, under the Lease has expired, during which period Mortgagee shall have the right, but not the obligation, to remedy such act or omission, and Tenant shall give Mortgagee access to the Premises to effectuate the same. Notwithstanding the foregoing, clause (ii) shall not apply to an abatement of Rent pursuant to the last paragraph of Section 5.4 of the Lease and Tenant may exercise its self-help remedy under Section 9.6 of the Lease after notice to Mortgagee but prior to the expiration of the aforesaid waiting period if the curing of the default of Landlord prior to the expiration of the Mortgagee's cure period is reasonably necessary to prevent injury to persons or property.

service) or mailed by United States certified mail, postage prepaid, return receipt requested. Notices shall be addressed and sent to each of the parties hereto at the address appearing for such party below. Notices sent as aforesaid shall be deemed given for all purposes (i) on the date of delivery shown on the receipt for such delivery, or (ii) as of the date such Notice was deposited with the U.S. Postal Service or given to a courier service for hand delivery in the event delivery is refused or acceptance could not be obtained. The addresses of the parties hereto are:

Mortgagee:

Tenant:

Commonwealth of Massachusetts
Division of Capital Planning and Operations
Office of Leasing and State Office Planning
One Ashburton Place, 15th Floor
Boston, MA 02108

with copies to:

Commonwealth of Massachusetts
Division of Capital Planning and Operations
Office of the General Counsel
One Ashburton Place, 15th Floor
Boston, MA 02108

Landlord:

- (b) Upon at least ten (10) days prior written Notice to each and every party hereto, each party shall have the right to change its address to any other address within the United States of America.

7. Miscellaneous.

This Agreement (i) contains the entire agreement with respect to the subject matter hereof; (ii) may not be modified or terminated, nor may any provision hereof be waived,

orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors, administrators and assigns; and (iii) shall inure to the benefit of, and be binding upon, the parties hereto, and their successors and assigns (including, without limitation, (a) Tenant's permitted assignees, (b) any subsequent holder of the Security Documents, and (c) any purchaser or grantee of the Property pursuant to a Foreclosure).

8. Expiration

All consent rights, approval rights, rights to receive notices, rights to cure defaults and other similar rights granted Mortgagee in this Agreement shall automatically expire and terminate upon the release or discharge of the lien of Mortgagee on the Property.

9. Capitalized Terms

Unless otherwise defined in this Agreement or otherwise indicated in this Agreement, all capitalized terms used herein that are defined in the lease shall have the same meaning as set forth in the Lease.

10. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

REST OF PAGE DELIBERATELY LEFT BLANK

orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors, administrators and assigns; and (iii) shall inure to the benefit of, and be binding upon, the parties hereto, and their successors and assigns (including, without limitation, (a) Tenant's permitted assignees, (b) any subsequent holder of the Security Documents, and (c) any purchaser or grantee of the Property pursuant to a Foreclosure).

8. Expiration

All consent rights, approval rights, rights to receive notices, rights to cure defaults and other similar rights granted Mortgagee in this Agreement shall automatically expire and terminate upon the release or discharge of the lien of Mortgagee on the Property.

9. Capitalized Terms

Unless otherwise defined in this Agreement or otherwise indicated in this Agreement, all capitalized terms used herein that are defined in the lease shall have the same meaning as set forth in the Lease.

10. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

REST OF PAGE DELIBERATELY LEFT BLANK

IN WITNESS WHEREOF, Mortgagee, Landlord and Tenant have executed this Agreement under seal effective as of the day and year first above written.

MORTGAGEE

By: _____

Title: _____

LANDLORD

By: _____

TENANT

COMMONWEALTH OF MASSACHUSETTS
BY ITS DIVISION OF CAPITAL PLANNING AND
OPERATIONS

By: _____

Name: Lark Jurev Palermo

Title: Commissioner, Division of Capital Planning and
Operations

USER AGENCY

By: _____

STATE OF _____
_____ County ss:

On this _____ day of _____, _____, before me personally appeared the above-named _____, who, being duly sworn, acknowledged the foregoing instrument to be his/her free act and deed as _____ of the _____.

Notary Public
Print Name: _____
My commission expires: _____

STATE OF _____
_____ County ss:

On this _____ day of _____, _____, before me personally appeared the above-named _____, who, being duly sworn, acknowledged the foregoing instrument to be his/her free act and deed as _____ of the _____.

Notary Public
Print Name: _____
My commission expires: _____

STATE OF _____
_____ County ss:

On this _____ day of _____, _____, before me personally appeared the above-named _____, who, being duly sworn, acknowledged the foregoing instrument to be his/her free act and deed as _____ of the _____.

Notary Public
Print Name: _____
My commission expires: _____

STATE OF _____
_____ County ss:

On this _____ day of _____, _____, before me personally appeared the above-named _____, who, being duly sworn, acknowledged the foregoing instrument to be his/her free act and deed as _____ of the _____.

Notary Public
Print Name: _____
My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS
Suffolk County, ss:

On the _____ day of _____, _____, before me personally appeared _____, the Commissioner of the Division of Capital Planning and Operations to me personally known, who, being duly sworn, acknowledged the foregoing instrument to be his/her free act and deed.

Notary Public
Print Name: _____
My Commission expires _____

STATE OF _____
_____ County ss:

On this _____ day of _____, _____, before me personally appeared the above-named _____, who, being duly sworn, acknowledged the foregoing instrument to be his/her free act and deed as _____ of the _____.

Notary Public
Print Name: _____
My commission expires: _____

EXHIBIT A

Legal Description

ATTACHMENT C-5
Chapter 457 of the Acts of 1996, Section 2

AN ACT RELATIVE TO VOTING PRECINCTS IN THE CITY OF CHICOPEE.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding the provisions of any general or special law to the contrary, ward three, precinct A of the city of Chicopee shall be one precinct for the purpose of forming congressional, representative, senatorial and councillor districts, and presidential preference elections, but shall have two polling places for the purpose of any state or municipal election; provided, however, that one such polling place shall be located to the east of Interstate highway route 391, to serve voters residing in ward three, precinct A east of said route and the other polling place shall be located to the west of said Interstate highway route 391 to serve voters residing in ward 3, precinct A west of said route.

SECTION 2. The city clerk of the city of Chicopee and the board of registrars of the city of Chicopee are hereby authorized to take all necessary actions to assure compliance herewith including, but not limited to, such actions as will assure the accuracy of the voting lists as located at each such polling place.

SECTION 3. This act shall take effect upon its passage.

Approved January 2, 1997

AN ACT PROVIDING FOR A PROBATIONARY PERIOD FOR CERTAIN WESTBOROUGH FIREFIGHTERS.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding the provisions of section forty-two of chapter forty-eight of the General Laws, members of the Westborough fire department who are members of the collective bargaining unit shall serve a probationary period as provided for in the collective bargaining agreement. During such probationary period such firefighters shall be employees-at-will.

SECTION 2. This act shall take effect upon its passage.

Approved January 2, 1997

Chapter 457 of the Acts of 1996

Chapter 457

Springfield--New Bedford--Certain leases authorized

AN ACT AUTHORIZING THE COMMISSIONER OF THE DIVISION OF CAPITAL PLANNING AND OPERATIONS TO ENTER INTO CERTAIN LEASE AGREEMENTS.

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to immediately authorize the commissioner of the division of capital planning and operations to enter into certain lease agreements, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding the provisions of sections forty F, forty B, and forty I of chapter seven of the General Laws or any other general or special law to the contrary, the commissioner of the division of capital planning and operations is hereby authorized to enter into a lease agreement with the Good Shepherd Association, so-called, for real estate known as Our Lady of Lourdes School as the convent building and other portions of the facility determined by the parties on the premises located in the city of Springfield.

The term of said lease agreement shall be for five years, with an option to renew for up to five additional years if the commissioner of the department of youth services and the commissioner of the division of capital planning and operations approve such option to renew, in writing. The lessee shall use the property solely for the purposes of said Good Shepherd Association. It shall be considered a breach of the lease if said parcel of land and building cease to be used for the purposes described herein or are used for any other purposes and said breach shall result in the termination of said lease and all interest therein shall revert to the commonwealth upon notice to the Good Shepherd Association by said commissioner of the division of capital planning and operations.

The terms of the lease agreement shall be determined by said commissioner of the division of capital planning and operations. The lease price paid by the lessee for said parcel shall be the full and fair market value of the property as determined by independent appraisal, for its use as described herein. The inspector general shall review and approve said appraisal and said review shall include an examination of the methodology utilized for said appraisal and the terms of said lease agreement. Said lessee shall pay such lease price in accordance with the terms of this agreement. The lessee shall be responsible for all costs and expenses of appraisals and other expenses relating to the lease of the property authorized by this section, and for all costs, expenses, and liabilities of every nature and kind for the use, occupancy, maintenance, repair, replacement and operation of the property subject to the lease. The lessee shall maintain insurance coverage on said property in an amount to be determined by the said commissioner. The commonwealth assumes no obligation for any injury or damage sustained on the leased property which shall be the total and exclusive responsibility of the lessee.

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SECTION 2. (a) To provide additional facilities for the University of Massachusetts at Dartmouth in the downtown area of the city of New Bedford, the commissioner of the division of capital planning and operations is hereby authorized, notwithstanding the provisions of chapter seven of the General Laws to the contrary, to negotiate and enter into a lease having a term of up to twenty years, including such options for the commonwealth to extend said term as the commissioner may determine, after consulting with the chancellor of the University of Massachusetts at Dartmouth, for land, buildings and improvements in the Commercial Area Revitalization Central Business district, so-called, of said city of New Bedford.

Said lease shall be for use of the property by said university for a campus facility in the downtown area of said city of New Bedford. The developer selected pursuant to the provisions of this subsection shall be the landlord under the lease and shall be obliged to construct the improvements required under this section. Funding for said lease shall be subject to annual appropriation by the general court and to annual authorization for expenditure of said funds by the secretary of administration and finance and the board of trustees of the University of Massachusetts, and shall contain such other terms as shall be required by the commissioner.

The commissioner is hereby authorized to select the developer of the property. Said commissioner shall establish competitive and public processes for the selection of said developer, which processes shall include: the issuance of requests for proposals containing the date, time and place for the submission of proposals, the developer selection criteria, and the required content for proposals; public advertisement for the issuance of said requests for proposals; and the use of selection criteria which shall include the experience, qualifications, capability and financial viability of the developer, designer or construction contractor as the case may be, the cost to the commonwealth, and the financial and other benefits to the commonwealth and the local community. Said commissioner shall also select the designer and construction contractor pursuant to the process established by said commissioner.

The acquisition, lease, construction, renovation, design, development, and management of the property as authorized by this section, and any contract relating thereto, shall be exempt from the provisions of said chapter seven, section thirty-nine M of chapter thirty, sections forty-four A to forty-four J, inclusive, of chapter one hundred and forty-nine of the General

Laws, and any other general or special law or regulation governing acquisition, leasing, construction, renovation, design, development and management of real or personal property by or for the commonwealth or municipality. Notwithstanding the foregoing all contractors and subcontractors engaged in the construction or renovation of improvements at the property shall pay the wages determined under the provisions of sections twenty-six to twenty-seven H, inclusive, of said chapter one hundred and forty-nine.

(b) The lease authorized in this section shall include final plans and specifications at one-hundred percent design stage, ready for construction, and containing such improvements to the property as are necessary for the University of Massachusetts at Dartmouth for its downtown New Bedford campus facility as determined by the commissioner in consultation with the chancellor of said university. Such plans and specifications shall be prepared by the designer selected pursuant to the provisions of subsection (a). Said lease shall require the developer to construct the improvements shown in said plans and specifications and said lease shall not be executed until the completion and incorporation of such plans and specifications.

(c) The lease authorized by this section shall contain an option for the commonwealth to purchase the property which shall be exercisable during the lease term, or at the end of the lease term, or any extension thereof. The commonwealth, if it exercises said option to purchase, may purchase the property, subject to appropriation, for not more than the fair market value of the property at the time of exercise of the option, taking into account any rental and other payments made by the commonwealth under the terms of said lease. Said commissioner is hereby authorized, notwithstanding said chapter seven, to exercise said option and to acquire the property on behalf of the commonwealth.

(d) The developer who is the landlord under the lease authorized by this section shall pay for all surveys, plans and specifications and other costs and expenses associated with the improvements to the property required under the lease and all costs and expenses associated with the leasing process as required by the commissioner, and shall be responsible for, and indemnify the commonwealth from and against, all costs and liabilities associated with, the environmental condition of the property.

(e) The lease authorized by this section shall be in a form approved by the attorney general. The negotiated lease price for any parcel or site pur-

suant to this section shall be for not more than fair market value determined by independent appraisal, for the uses described in subsection (a). The inspector general shall review and approve said appraisal and said review shall include an examination of the methodology utilized for said appraisal. Said inspector general shall review and approve the reasonableness and appropriateness of the process and criteria, as such protect the public interest, established by the commissioner of the division of capital planning and operations for the selection of any developer, designer and construction contractor pursuant to the provisions of subsection (a). Said inspector general shall prepare a report of his review and file said report with the commissioner, the house and senate committees on ways and means and the joint committee on state administration.

(f) Said commissioner shall, thirty days before the execution of any lease agreement authorized by this section, or any subsequent amendment thereof, submit the agreement or amendment and a report thereon to the inspector general for his review and approval. Said inspector general shall issue his review and comment within fifteen days of receipt of any agreement or amendment. Said commissioner shall submit the agreement and any subsequent amendments thereof, the reports, and the comments of the inspector general, if any, to the house and senate committees on ways and means and the chairman of the joint committee on state administration at least fifteen days prior to execution.

(g) The chancellor of the University of Massachusetts at Dartmouth shall submit sixty days after the effective date of this act, but in no event after the inspector general receives the lease agreement pursuant to the provisions of subsection (f), a financial plan and an operating plan for any property used, owned, leased or maintained by said university in said city of New Bedford after the effective date of this act. Said plans shall include, but not be limited to:

(1) A financial and operating plan for the continued use or discontinued use by said university campus of any property in said city of New Bedford in use on the effective date of this act, including current and future fiscal year costs of such usage and any savings resulting from the discontinued use of said property;

(2) A financial plan for any new property lease pursuant to this section, including current and future fiscal year lease payments, utility costs, main-

Special

tenance and operating costs and capital replacement reserves;

(3) Revenue sources proposed to fund any net increase in lease, maintenance and operating costs resulting from said newly leased property in excess of the amounts paid by the said university as identified by clause (1);

(4) An operating plan for any new property leased pursuant to this section detailing the proposed usage and hours of operation of said property, the programs, services and administrative operations proposed to be located at said new property, any proposed subleases of said new property to parties other than the said university-Dartmouth campus and revenues resulting from said subleases and the full-time or contracted personnel proposed to maintain and operate said new property.

The future fiscal year cost projections required by clauses (1) and (2) shall be for the term of any lease authorized by this section.

Approved with emergency preamble, January 6, 1997

Chapter 458

Milk producers security fund--Amendment

AN ACT RELATIVE TO THE MILK PRODUCERS SECURITY FUND.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 21 of chapter 20 of the General Laws is hereby amended by adding the following paragraph:-

The commissioner may suspend the requirements of the previous paragraph from time to time for such a length of time as deemed necessary, but not exceeding two years, upon determination that the interests of the producers would be best served by a suspension; provided, however, that the commissioner

shall not suspend said requirements if the balance of said fund does not exceed one million dollars. The commissioner shall provide thirty days' written notice of any suspension or reinstatement of payments into said fund to the house and senate committees on ways and means and to all dealers and producers affected.

Approved January 6, 1997

Chapter 459

Halifax, Town of--Ratification of actions at annual town meeting

AN ACT VALIDATING CERTAIN ACTIONS TAKEN AT THE ANNUAL TOWN MEETING OF THE TOWN OF HALIFAX.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

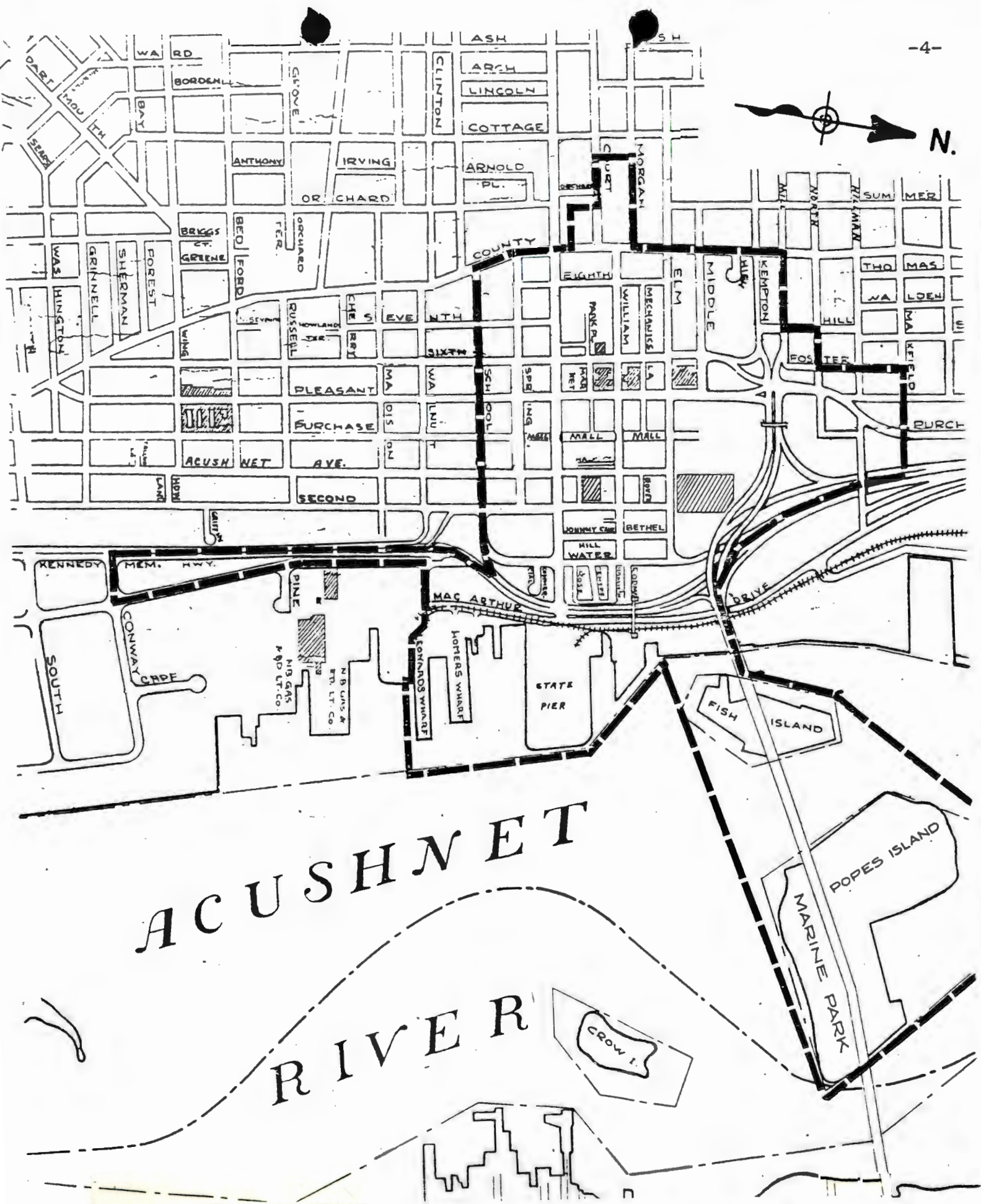
SECTION 1. Notwithstanding the provisions of any general or special law to the contrary, all acts and proceedings of the town of Halifax at its annual town meeting held on May thirteenth, nineteen hundred and ninety-six and actions taken pursuant thereto are hereby ratified, validated and confirmed to the same extent as if the warrant for such meeting had been published and posted as required by law.

SECTION 2. This act shall take effect upon its passage.

Approved January 6, 1997

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ATTACHMENT C-6
Map of New Bedford Commercial Area Revitalization District



New Bedford Commercial Area Revitalization District