



STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

LANSING

RICK SNYDER  
GOVERNOR

JOHN E. NIXON  
DIRECTOR

November 8, 2013

VIA OVERNIGHT MAIL

Ms. Bonnie Friedrichs  
County of Alpena  
Alpena County Courthouse  
720 Chisholm Street  
Alpena, MI 49707

SUBJECT: State of Michigan, Lease #10739 - Alpena, MI

Dear Ms. Friedrichs:

Pursuant to Article II, Paragraph 2.5 of the above referenced Lease, we are exercising our option to extend said Lease for an additional period of five years beginning February 22, 2015, and ending February 21, 2020, pursuant to the terms and conditions of said Lease, including any amendments, with an annual rental rate of \$36,000.00.

Please provide the following updated documents to avoid a possible interruption of rent payments:

- Updated Emergency Service Call Record (form enclosed)
- Approved fire inspection report from your local inspecting department
- Updated Insurance Certificate (naming the State as an additional insured); file copy expired January 1, 2013

**Please note:** Public Act 533 of 2004 requires that payments under this Lease be processed by electronic funds transfer (EFT). Lessor is required to register at the Contract & Payment Express website <http://www.cpexpress.state.mi.us> or call (888) 734-9749 to receive payments by EFT.

If you have any questions, please contact Maureen Bailey at 517-284-7929 or [baileym1@michigan.gov](mailto:baileym1@michigan.gov).

Sincerely,

Robert M. Burns  
Director, Real Estate Division

c: Tom Briggs, MDOT  
Maureen Bailey, DTMB  
Bernice Sullivan, DTMB  
File

STATE OF MICHIGAN



JOHN ENGLER, Governor

**DEPARTMENT OF MANAGEMENT & BUDGET**

P.O. BOX 30026, LANSING, MICHIGAN 48909

JANET E. PHIPPS, Director

March 10, 2000

County of Alpena  
Alpena County Courthouse  
720 Chisholm Street  
Alpena, MI 49707

Dear Mr. Peltier:

**SUBJECT:** Modification Agreement for the Department of Transportation Located at Alpena County Airport, Alpena (Lease #10739)

Pursuant to Article III, Paragraph 3.6, of said lease approved by the State Administrative Board on November 2, 1999, Item #7, we hereby agree to change the beginning date and ending date as described below:

	2. 4		2. 5		2. 6	
	Beginning	Ending	Beginning	Ending	Beginning	End
From	1/01/2000	12/31/2014	1/01/2015	12/30/2019	1/01/2020	12/31/2024
To	2/22/2000	2/21/2015	2/22/2015	2/21/2020	2/22/2020	2/21/2025

It is further agreed that Article V, 5.3, 5.5 and 5.6 will also reflect these date changes.

This action is taken so that the lease dates will correspond with the completion of the facility and possession of the premises by the State. Therefore, rental payments are effective as of February 22, 2000.

Except as herein provided, all other terms and conditions of said lease shall continue to remain in full force and effect.

Please sign the original and two copies of this letter and return all three to this office. Retain the other copy for your records. As soon as we have acknowledgement from the Department of Transportation, we will forward a signed copy to you for your files.

County of Alpena  
March 10, 2000  
Page two

If you have any questions in connection with the above, please contact Maureen Bailey, telephone number (517) 373-1031.

Sincerely,



Mary Ellen Perkowski, Director  
Real Estate Division

MEP:msb

Enclosures

cc: Tom Briggs, Dept. of Transportation  
Maureen S. Bailey, Property Analyst

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ACKNOWLEDGEMENT:  
County of Alpena

  
\_\_\_\_\_  
Lessor Date

  
\_\_\_\_\_  
Department of Transportation Date

# LEASE

State Lease #10739

between

County of Alpena, as Lessor  
and

THE STATE OF MICHIGAN, as Lessee

## ARTICLE I - DEFINITIONS

1.1	A.N.S.I.
1.2	Cancellation
1.3	Construction
1.4	Executive
1.5	Maintenance
1.6	Occupancy
1.7	Reserved
1.8	Possession
1.9	Potable Water
1.10	Purpose
1.11	Remodel
1.12	State Government Managed
1.13	State Government Owned
1.14	Substantial Completion
1.15	Tenantable
1.16	Tenant Improvements

## ARTICLE II - POSSESSION

2.1	Square footage Leased
2.2	Location of Leased premises
2.3	Early possession
2.4	Initial term of possession
2.5	First renewal option
2.6	Second renewal option
2.7	Deleted, not applicable.
2.8	Deleted, not applicable.
2.9	Ninety-day holdover
2.10	Assignment/sublet
2.11	Quiet enjoyment
2.12	Lessor access to Leased premises
2.13	Lessor provides equivalent premises

## ARTICLE III - LESSOR OBLIGATIONS

3.1	Lessor obligations
3.2	Asbestos
3.3	Toxic, hazardous, injurious substances
3.4	Defense against claims
3.5	Commence remodeling or construction
3.6	Complete remodeling or construction
3.7	Standards and specifications
3.8	Construction change orders
3.9	Remodeling required by future law
3.10	Damage to Leased premises
3.11	First right of refusal for adjacent
3.12	Discrimination prohibited
3.13	Structural loading
3.14	Notice of Ownership Transfer
3.15	Year 2000
3.16	Time Extension
3.17	Public Notifications

## ARTICLE IV LESSEE OBLIGATIONS, DUTIES, AND OPTIONS

4.1	Lessee obligations
4.2	Notification to maintain and repair
4.3	Lessee option to add/remove improvements
4.4	Quality of improvements by Lessee
4.5	Move-out condition
4.6	Payment for sign ordinance variances
4.7	Lessee repairs for damage
4.8	Recording of lease
4.9	Protection of Leased premises by Lessee
4.10	Lessee prohibited conduct

## ARTICLE V - RENT CONSIDERATION

- 5.1 Frequency of rent payment
- 5.2 Late possession - no rent
- 5.3 Rent during initial term
- 5.4 Mid Term Rent Increase
- 5.5 Rent during 1st renewal option
- 5.6 Consumer Price Index increases
- 5.7 Rent adjustment for operating expenses
- 5.8 Rent adjustment for real property taxes
- 5.9 Real property tax exemptions
- 5.10 Real property tax assessment appeals
- 5.11 Waiver of rent adjustments
- 5.12 Remodeling/get-ready costs
- 5.13 Reserved
- 5.14 Reserved
- 5.15 Remodeling/maintenance costs deduct
- 5.16 Rent reduced for documentation
- 5.17 Rent abated for untenable premises
- 5.18 Prepaid rent refunded upon damage

## ARTICLE VI - STATE OPTION TO PURCHASE

- 6.1 Definition of seller
- 6.2 Exclusive right to purchase
- 6.3 Duration of option
- 6.4 Written notice
- 6.5 Purchase price
- 6.6 Appraiser qualifications
- 6.7 Payment of appraisals
- 6.8 Encumbrances considered
- 6.9 Delivery of title insurance
- 6.10 Objection to title and cure
- 6.11 Restrictions, termination of option
- 6.12 Removal of title defects
- 6.13 Transfer of title free and clear
- 6.14 Lessee delivery of purchase price payment
- 6.15 Title free of other possessory interest
- 6.16 Seller payment for transfer tax
- 6.17 Payment for recording documents
- 6.18 Real Property Tax Adjustment
- 6.19 Waste to Leased premises
- 6.20 Reserved
- 6.21 Toxic, hazardous, or injurious substances

## ARTICLE VII EMINENT DOMAIN/CONDEMNATION

- 7.1 Lessor to notify Lessee
- 7.2 Whole taking, rents prorated
- 7.3 Taking
- 7.4 Lessor option to terminate
- 7.5 Award of damages

## ARTICLE VIII - ESTOPPEL

- 8.1 Timeliness, Lessee obligations

## ARTICLE IX MANAGEMENT AGREEMENT Reserved

## ARTICLE X - LESSOR'S MORTGAGEE

- 10.1 Identification of Lessor's mortgagee
- 10.2 Disclosure of mortgagees, nondisturbance
- 10.3 Mortgagee right to cure defaults
- 10.4 Attornment

## ARTICLE XI - CANCELLATION

- 11.1 Cancellation by Lessee
- 11.2 Cancellation by Lessee
- 11.3 Cancellation by Lessee
- 11.4 Cancellation by Lessor

## ARTICLE XII NOTICE, APPLICATION, AND APPROVALS

- 12.1 Notice mailing addresses and delivery
- 12.2 Application of laws
- 12.3 Binding application
- 12.4 State government approvals required
- 12.5 Supercedure and cancellation
- 12.6 Severability
- 12.7 Entire agreement and enclosures

LEASE

State Lease #10739

between

**COUNTY OF ALPENA, as Lessor  
A Governmental Unit**

and

THE STATE OF MICHIGAN, as Lessee

THIS LEASE is entered into by **County of Alpena**, as Lessor, whose address is **County Courthouse, 720 Chisholm Street, Alpena, Michigan 49707**, and the State of Michigan by the Department of Management and Budget for the Department of **Transportation**, as Lessee. (REV 09-96)

The parties, for the considerations specified in this Lease, agree to the following terms, conditions, and covenants: (New 10-91)

**ARTICLE I - DEFINITIONS**

1.1 - A.N.S.I.: American National Standards Institute, Inc., a New York corporation that identifies public requirements for national standards and coordinates voluntary standardization activities. A.N.S.I. standards are used in calculating square footage used in this Lease. (REV 10-91)

1.2 - Cancellation: Ending all rights and obligations of the Lessor and Lessee, except for any rights and obligations that are due and owing. (REV 09-95)

1.3 - Construction: Assembling of foundation, structural, architectural, electrical, and mechanical systems, on the Leased premises, where none existed prior. (New 09-91)

1.4 - Executive: An Executive Order of the Governor pursuant to the Const 1963, Article 5, §§ 2 and 20, or a decision by the Director of the Department of Management and Budget in conjunction with the head of the principal State department or agency for whose use the Lease was entered. (New 09-96)

1.5 - Maintenance: That effort, including repair, replacement, or removal, required to keep the Leased premises and the appearance of said Leased premises functioning or operating as originally designed, constructed, or installed, including but not limited to mechanical, electrical, architectural, or civil systems within the Leased premises, outside the Leased premises, or those systems otherwise attached thereto. (New 09-91)

1.6 - Occupancy: Actual physical presence by the Lessee in the Leased premises. (REV 04-95)

1.7 - Reserved.

1.8 - Possession: Lawful availability and physical access to install the Lessee's furnishings and compliance with paragraphs 3.1(z) and 3.7. (REV 09-95)

1.9 - Potable water: Water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming in its bacteriological and chemical quality to the requirements of the Public Health Service Drinking Water Standards or the regulations of the public health authority having jurisdiction. (New 02-93)

1.10 - Purpose: The purpose for this Lease is office space use for the department or agency mentioned in the Lease in the specific geographic location described in paragraph 2.2 of the Lease. (REV 03-96)

1.11 - Remodel: Includes alterations, renovations, and any related demolition, and is the rearranging of existing architectural, civil, electrical, and/or mechanical systems within the Leased premises. Remodeling does not include enlarging or decreasing of structural or foundation systems, or new construction. (New 09-91)

1.12 - State Government Managed: Property management tasks and responsibilities provided by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) any institution of higher learning funded in whole or in part by the State of Michigan; or d) any entity created by act of the Legislature as an instrumentality of Michigan State government. (New 10-91)

1.13 - State Government Owned: Real property fee title to which is held by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) the State Building Authority; d) any institution of higher learning funded in whole or in part by the State of Michigan; or e) any entity created by act of the Legislature as an instrumentality of Michigan State government. (REV 10-91)

1.14 - Substantial Completion: The construction work has been completed in accordance with Enclosure C and C-1, to the extent that the Lessee can use or occupy the Leased premises for the use intended, without any outstanding or concurrent work remaining, except as required to complete minor punch list items. The Lessee has the sole discretion to determine whether punch list items are "minor". Prerequisites for substantial completion include (a) receipt by the Lessee of all required operating and maintenance documentation, (b) all systems have been successfully tested and demonstrated by the Lessor for their intended use, and (c) the Lessee has received all required certifications and/or occupancy approvals from the State and any other political subdivisions having jurisdiction over the work. Receipt of all certificates and/or occupancy approvals in and of itself does not necessarily connote substantial completion. (New 01-97)

1.15 - Tenantable: Habitable for the effective conduct of the Lessee's intended business. (REV 04-95)

1.16 - Tenant Improvements: Remodeling, attachment of fixtures, erection of additions, partitions, structures or signs by the Lessee in and upon the Leased premises after the Lessee has acquired possession. (REV 09-95)

## ARTICLE II - POSSESSION

2.1 - The Lessor leases to the Lessee **6,000 rentable** square feet of space, referred to as the "Leased premises", which is outlined on a plan attached as Enclosure "A", 1 page. This square footage is based upon the A.N.S.I. Z65.1 - 1996 method for calculating space. (REV 01-97)

2.2 - The Leased premises, located on the property described in Enclosure "B" (legal description), also known as **Alpena County Airport, M-32, Alpena, Michigan** in the **Township of Wilson**, County of **Alpena**, State of Michigan. (REV 01-97)

2.3 - If the Leased premises are available for possession by the Lessee prior to the commencement of the term defined in paragraph 2.4, the Lessee, at its sole option, may possess the Leased premises when the same are available. The Lessor shall provide written notice to the Lessee of such availability. For each day of possession prior to commencement of such term, the Lessee shall pay to the Lessor, at the same time that rent consideration for the first month of the regular term of the Lease is due, 1/365 of the initial annual rent consideration set forth in Article V. (REV 03-96)

2.4 - The Lessor shall furnish the Leased premises with their appurtenances to the Lessee for a **fifteen-year** initial term of possession beginning upon actual possession or at 12:01 a.m. on **January 1, 2000**, and ending at 11:59 p.m. on **December 31, 2014**, or such later date as provided in paragraph 3.6. If the Leased premises are not ready by the possession date, the beginning and ending dates may be altered by mutual written consent to reflect the correct possession date. If the initial possession date is changed, paragraphs 2.5, 2.6, and Article V shall also be changed accordingly. (REV 03-96)

2.5 - This Lease may, at the option of the Lessee, be extended for a **five-year** term beginning at 12:01 a.m. on **January 1, 2015**, and ending at 11:59 p.m. on **December 31, 2019**, provided notice be given in writing to the Lessor **sixty (60)** days before this Lease or extension expires. (REV 03-96)

2.6 - This Lease may, at the option of the Lessee, be extended for a **five-year** term beginning at 12:01 a.m. on **January 1, 2020**, and ending at 11:59 p.m. on **December 31, 2024**, provided notice be given in writing to the Lessor **sixty (60)** days before this Lease or extension expires. (REV 03-96)

2.7 - Deleted, not applicable.

2.8 - Deleted, not applicable.

2.9 - The Lessee may, upon written notice to the Lessor, at least thirty (30) days prior to termination of this Lease or any extension, remain in possession of the Leased premises for the period specified in the notice, not to exceed three months. The Lessee shall pay the Lessor for each month or part of a month a sum equal to 1/12 of the annual rent consideration set forth in Article V. (REV 03-96)

2.10 - The Lessee may assign this Lease or may sublet the Leased premises in whole or in part, with prior written consent of the Lessor which shall not be unreasonably withheld. The Lessee, through its Department of Management and Budget may assign or reassign any or all of the Leased premises to any branch, department, board, agency, commission or other instrumentality of State government without the necessity of obtaining consent of the Lessor. (REV 03-96)



2.11 - The Lessee, upon payment of the rental consideration specified in Article V and upon performing all covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased premises for the term of this Lease or any extension. (REV 03-96)

2.12 - The Lessor or Lessor's agent may enter the Leased premises with reasonable advance notice for the purpose of conducting repairs, preventive maintenance, or providing replacements, as required under Article III. (New 09-91)

2.13 - If for any reason relating to ownership of the Leased premises the Lessor is unable to lawfully put and maintain the Lessee in possession of the Leased premises as of the commencement of the term of this Lease or any proper extension thereof, the Lessor shall immediately secure other premises which in the Lessee's sole judgment is substantially equivalent to the Leased premises described herein, at a rental rate to the Lessee which shall not exceed the rental consideration in this Lease. (REV 03-96)

### ARTICLE III - LESSOR OBLIGATIONS

3.1 - The Lessor shall furnish to the Lessee and pay the cost of the following: (REV 03-96)

a) Heating, mechanical ventilating, cooling, and humidification system capable of providing a temperature range of 68°F to 78°F, measured at 30" above the finished floor, and 12" inside any exterior wall, and a humidification range of 30% to 50%, at all times occupied. Ventilation in restrooms shall be a minimum of 100 cfm, exhausted to the outdoors. (REV 09-96)

b) Electrical power distribution system throughout the Leased premises, for the operation of all business machinery and equipment. (New 09-91)

c) Natural and/or artificial interior illumination that provides a minimum 50 foot-candles, measured at desk level, at all times, throughout the Leased premises. Artificial illumination shall be by incandescent or fluorescent lamps, and shall include tubes, bulbs, starters, ballasts, and fuses used inside the illumination fixture for the Leased premises and common areas. (REV 09-96)

d) Domestic plumbing system to restrooms and breakrooms capable of supplying hot and cold water, and removing sanitary waste water. Hot water delivery shall be not more than 120°F and not less than 110°F, measured at the tap. (Rev 02-93)

e) Potable water shall meet the requirement of the Safe Drinking Water Act, 1976 PA 399, as amended, MCL 325.1001 et.seq. (REV 09-96)

f) **Deleted, not applicable.**

g) Adequate roof, vertical, and foundation thermal insulation in accordance with applicable codes. (New 09-91)

h) Complete moisture protection from all exterior weather sources, on all sides, floors, and roof of the Leased premises. (REV 09-96)

i) Sound attenuation between any mechanical system or other tenant in the premises and the Leased premises, which provides not greater than 45dbA sound level readings, under conditions with all Lessee business equipment shut down. (REV 09-96)

j) Vibration isolation between any mechanical, plumbing, electrical, or other building system attached to and a part of the Leased premises. (New 09-91)

k) Any equipment, portable or fixed, including alarm notification systems, required by the local public fire marshal authority. (New 09-91)

l) Commercial grade, heavy-duty locking hardware.

Prior to Lessee possession, all doors providing access to the Leased premises shall be rekeyed and **five (5)** keys per lock combination shall be provided to the Lessee. (REV 09-96)

m) Pest control, including but not limited to: insects, rodents, flying animals, etc. (New 09-91)

n) Trash removal from office wastebaskets, dumpsters, or equivalent containers. (New 09-91)

o) Exterior grounds maintenance, including grass and weed cutting, clippings removal, leaf raking, litter removal, sidewalk surface and parking lot surface maintenance, de-icing, and snow removal. Snow removal is required anytime the accumulated depth is 2" or more, 24 hours after the most recent snowfall, and there shall be a clear path from the handicapper motor vehicle parking spaces to the barrier free entrances. (New 09-91)

p) **Deleted, not applicable.**

q) Paved, striped, illuminated, and common motor vehicle parking on the Leased premises, for **45** motor vehicles, including overnight parking for state-owned motor vehicles. The striping on the parking lot shall be repainted **once** during the lease period in the summer by the Lessor. Illumination shall be not less than 2 foot-candles, with a uniformity not greater than 4 to 1, measured on the parking surface. The Lessor shall provide replacement tubes, bulbs, starters, and fuses, i.e., all parts and equipment necessary to provide and maintain this exterior illumination. (REV 09-96)

r) Leased premises shall comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 et seq. (Utilization of Public Facilities by Physically Handicapped Act). (REV 02-93)

s) Complete maintenance of the Leased premises, except for any obligations expressly undertaken by the Lessee set forth in Article IV. The Lessor shall keep the Leased premises in good repair, and able to perform and operate as designed, free from dangerous or defective conditions, and in tenantable condition, and at the Lessor's sole expense, properly and in a manner customarily accepted by the skilled trades, make all repairs and/or replacements, structural or nonstructural, of whatever nature. The Lessor shall provide inspections and preventive maintenance for heating and cooling systems in accordance with manufacturers' standards and any local codes or ordinances. The Lessor shall have a reasonable period of time, not to exceed thirty (30) days after receipt of a detailed written notice from the Lessee, to cure any maintenance defect. Additional time to cure any such maintenance defects may be allowed provided, in the Lessee's discretion, the Lessor proceeds with due diligence both during and after such thirty (30) day period, and the total time period to cure does not exceed ninety (90) days. This provision is cross-referenced in paragraphs 4.2, 5.15, 5.17, and 11.3. (REV 09-96)

t) A listing of all important service or repair contractors to be contacted by telephone by the Lessee for emergency service or maintenance. These emergency telephone numbers shall be used by the Lessee only after attempting contact with the Lessor, given the scope and nature of the emergency. The Lessor shall maintain an updated or otherwise current listing. Lessor's failure to provide the emergency telephone numbers or to notify the Lessee of changes to the current listing shall be considered as authorization for the Lessee to contact an emergency service or maintenance contractor of choice. (REV 09-96)

u) Full replacement value insurance, for the Leased premises identified in paragraphs 2.1 and 2.2, having only standard exclusions, i.e. for acts of war, nuclear disaster, or civil riots. (New 09-91)

v) General premises liability insurance for the Leased premises identified in paragraphs 2.1 and 2.2, which provides full coverage for the Lessor, the Lessee, and their respective agents and employees and which protects against all claims, demands, actions, suits, or causes of action, and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Leased premises. The Lessor agrees to maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. The Lessor shall provide to the Lessee a certificate of insurance listing the Lessee, its several departments, boards, agencies, commissions, officers, and employees as additional insureds, within thirty (30) calendar days following execution and delivery of this Lease to the Lessor, and every year thereafter. The insurance policy shall provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice given to the Lessee. (REV 01-97)

w) A written report, not more than sixty (60) days old from the date of first possession, from the local public fire marshal authority, indicating the Leased premises are approved for occupancy. If a renewal option is exercised, the Lessor shall provide the Lessee with an updated report within sixty (60) days from the beginning date of each renewal period. (REV 09-96)

x) A legible photocopy of the recorded warranty deed, or other instrument conveying current legal possession or title, with right to lease or sublease the Leased premises, as found in paragraphs 2.1 and 2.2, to the Lessor; and copies of all other documents limiting or restricting the use of the Leased premises or affecting title to the lands and Leased premises. (REV 10-91)

y) A legible photocopy of the current legal entity documents (corporation, partnership, trust, D.B.A., etc.) of the Lessor. This shall include signature authorizations indicating the signatory of this Lease is authorized to act on behalf of the legal entity, in this real estate transaction. (New 09-91)

z) A legible photocopy of any certificates of occupancy, as approved by the local public building department or authority, if remodeling or construction is performed in paragraph 3.7. (New 09-91)

aa) Legible photocopies of all paid-in-full supporting documents necessary to calculate adjustments to the rental consideration referenced in Article V. (New 09-91)

bb) Adequate and easily accessible indoor space in the vicinity of any shipping and receiving docks, areas, or platforms, for the purpose of the placement of holding containers for state-government recyclable materials and supplies, in accordance with 1994 PA 145, as amended, MCL 324.16501 et seq. (REV 03-96)

cc) New carpeting and ceiling grid pads throughout, during the one hundred eighty (180) days immediately following the start of the tenth (10th) year of possession, and during the one hundred eighty (180) days immediately following the start of the second renewal option, if exercised. The 180-day period is intended as a "window period" only, not as permission to take 180 days to complete the replacement. The carpet and ceiling grid pads shall be of equal or better construction, materials, or grade, as compared to the carpeting and ceiling grid pads used upon initial possession. (New 09-91)

3.2 - The Lessor warrants that any asbestos contained within the Leased premises has been removed prior to the Lessee taking possession; or if not removed, is present or installed in a manner that will not harm or injure human occupants. The parties agree that the Lessee assumes no liability or responsibility for the presence of asbestos in or on the Leased premises. (REV 03-96)

3.3 - a) The Lessor covenants that he/she has undertaken an environmental assessment of the Leased premises, satisfactory to and for the benefit of the Lessee, that is adequate to establish the liability exemptions and defenses available in Sections 20126(1)(c) and 20126(3)(h) of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20126(1)(c) and 324.20126(3)(h) and Section 107(b)(3) of the Comprehensive Environmental Response Compensation Liability Act, 42 USC 9607(b)(3), and that the Leased premises, and property on which the Leased premises is located, do not contain a concentration of any hazardous substance above applicable criteria. (REV 09-96)

b) The Lessor covenants that in the event a release or the threat of a release of a hazardous substance is discovered after execution of the Lease, to exist on, in or below the Leased premises, the Lessor shall: (REV 09-96)

1) Promptly notify both the State, as the Lessee, and the Michigan Department of Environmental Quality (MDEQ) of the release or threatened release. (REV 09-96)

2) Report, investigate, remediate, and take all other actions consistent with Federal, State and local laws and regulations including, without limitation, Part 201 of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20101, et seq. (REV 09-96)

3) Inform the Lessee, the MDEQ, and all other parties required to be notified under Federal, State or local law, of all actions taken under (2) above. (REV 09-96)

4) Provide the Lessee, the MDEQ, and all other parties required to be notified under Federal, State or local law, with all reports, data, analyses and other documents and information related in any way to the investigation, remediation or other steps taken under (2) above. (REV 09-96)

c) The Lessor, except as otherwise provided herein, agrees to hold the Lessee harmless and to indemnify the Lessee for any claims brought against the Lessee related to asbestos or the release or threatened release of any hazardous substance on, in or below the Leased premises that may have occurred prior to or after the Lessee's occupancy of the Leased premises. This indemnification and hold harmless provision shall survive the termination of the leasehold interest and the sale of the Leased premises by the Lessor. (REV 09-96)

d) The Lessor agrees to take no administrative or judicial action against the Lessee including, without limitation, any action for damages, contribution, cost recovery, or injunctive relief to compel the Lessee to investigate or take remedial action, declaratory relief, or any action associated with the Lessor's obligations to comply with Federal, State or local law as a result of asbestos or the release or threat of release of any hazardous substance on, in or below the Leased premises, except if the release or threatened release is caused solely by the Lessee. (REV 09-96)

e) The Lessor and Lessee mutually agree that they shall not release on, in, or below the Leased premises any hazardous substance. The Lessee assumes responsibility, to the extent provided by law, for a release or threatened release of a hazardous substance caused by the Lessee. The Lessor need not indemnify or defend the Lessee if the release or threatened release is caused solely by the Lessee. (REV 09-96)

3.4 - The Lessor is responsible for defending the Lessee against any claim whether meritorious or frivolous, by any person challenging the Lessor's right to Lease the Leased premises, and shall at its sole expense satisfy any judgment against the Lessee. (REV 09-96)

3.5 - The Lessor shall begin the remodeling or construction indicated in paragraph 3.7 within **fifteen (15)** days of Lessor's receipt of a fully executed copy of this Lease. All work required under paragraph 3.7 shall meet the latest local and state building codes, fire codes, and barrier free regulations. The Lessor shall be responsible for acquisition of and payment for all necessary permits. (REV 09-96)

3.6 - The Lessor shall complete the remodeling or construction in accordance with the standards and specifications listed in paragraph 3.7 by **December 1, 1999**, or **one hundred twenty (120)** days after Lessor receives a fully executed copy of this Lease, whichever is later. (New 09-91)

3.7 - See attached Enclosure "C", **49** pages, for remodeling or construction standards and specifications. (New 09-91)

3.8 - During the remodeling or construction of the Leased premises, either party may request remodeling or construction changes, for the purposes of economizing, or Lessee program changes. The Lessor shall submit a complete description and itemized cost estimate for prior written approval to the Real Estate Division of the Department of Management and Budget, prior to performing the work required by the requested change. If the changes, and any resulting cost differences, are mutually agreed upon in writing by the Lessor, Lessee, and Real Estate Division, the Lessee shall make a lump-sum payment with, or lump-sum deduction from, the first month's rental consideration due the Lessor. Failure to include in the complete itemized cost estimate any cost directly or indirectly incurred as a result of the change constitutes Lessor's waiver of entitlement to such costs, except in the event that the Lessor or Lessor's contractor provides a detailed reservation of its right to additional costs which cannot be reasonably calculated as of the date the cost estimate is submitted. (REV 09-96)

3.9 - Remodeling of the Leased premises required by any existing or future laws, ordinances, or regulations of the city, village, township, county, state, or federal government, or other public building authority, shall be made by the Lessor, at no expense to the Lessee. (REV 09-96)

3.10 - In the event that less than ten percent (10%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall at its own expense, as speedily as circumstances permit, repair said damage and restore the Leased premises to its prior condition, within thirty (30) days notice after the damage or destruction. In the event that between ten percent (10%) and fifty percent (50%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall at its own expense, as speedily as circumstances permit, repair said damage and restore the Leased premises to its prior condition, within ninety (90) days notice after the damage or destruction. In the event that more than fifty percent (50%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall have the option of repairing or reconstructing, or canceling this Lease, which option shall be exercised within ninety (90) days after the damage or destruction. This covenant is cross referenced in Articles IV, V and XI. (REV 09-96)

3.11 - Deleted, not applicable.

3.12 - The Lessor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Lessor agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this real estate contract. This covenant is cross referenced in Article XI. (REV 07-98)

3.13 - The Lessor shall have the right to specify positioning of safes or other concentrated loads, that do not exceed the structural loading capacities, in the floor design layout. (New 02-93)

3.14 - The Lessor shall, within forty-five (45) days after transfer of its ownership interest in the Leased premises, provide notice to the Lessee of said transfer so that the Lessee can calculate the amount of the potential increase in real estate taxes as a result of such transfer. (New 09-96)

3.15 - The Lessor warrants that all fixtures, equipment and/or operating systems installed in the Leased premises which require firmware or software systems to operate and are in use prior to, during, or after calendar year 2000, have been designed or modified and fully tested in such a manner that the fixtures, equipment and/or operating systems will not generate any invalid and/or incorrect date related results or cause any of the problems commonly referred to as "Year 2000 problems" and will, without interruption or manual intervention, continue to operate consistently, predictably and accurately and in accordance with all of the requirements of this Lease, including without limitation, meeting all specifications and/or functionality and performance requirements, when used during any year prior to, during or after the calendar year 2000 to ensure the Lessee's uninterrupted use of the Leased premises. (New 08-98)

3.16 - Time extension requests must be submitted in writing to Lessee each month in which the Lessor believes he/she is entitled to more time. Such requests shall detail the length of time extension requested and indicate why the Lessor believes more time is warranted. Lessee will respond to such requests and may extend the timeframe allowed for substantial completion. If no time extension is requested in writing, it will be assumed that no additional time is needed and no timeframe extension will be allowed for that month. (New 09-96)

3.17 - The Lessor shall permit the Lessee to display public notifications of applicable public meetings as required by 1976 PA 267, as amended, MCL 15.261 et seq, in public lobby areas of the building wherein the Leased premises are located, in a manner consistent with the decor of the public lobby areas. Any display cases or other means used to display such public notifications shall be at the Lessee's expense. (New 10-97)

#### ARTICLE IV - LESSEE OBLIGATIONS, DUTIES, and OPTIONS

4.1 - The Lessee shall furnish: (REV 03-96)

a) 100% payment for public utilities used for heating, cooling, illumination, power, and water and/or sewer. (REV 09-96)

b) Deleted, not applicable.

c) Janitorial supplies, equipment, personnel, and supervision for complete janitorial service. (New 09-91)

d) Replacement of fluorescent tubes and bulbs used within interior artificial illumination fixtures, in the Leased premises. (Rev 02-93)

e) Deleted, not applicable.

f) Trash removal from office wastebaskets or equivalent containers used by the Lessee. (REV 09-96)

g) Telecommunications system and equipment. (New 09-91)

h) Intrusion alarm system monitoring. (New 09-91)

i) Reimbursement to the Lessor, for any repairs to the Leased premises, from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Leased premises, and the sole cause of which was the negligent acts or omissions of the Lessee's employees, agents, wards, clients, or customers. (REV 09-96)

j) Maintenance of: **None.** (New 09-91)

k) **Deleted, not applicable.**

4.2 - The Lessee shall give detailed written notice to the Lessor, and if applicable, to the Lessor's mortgagee, of the need for any maintenance which is the obligation of the Lessor pursuant to Article III. This provision is cross referenced in paragraphs 3.1(s), 5.15, and 5.17. (REV 09-96)

4.3 - a) The Lessee shall have the option to add tenant improvements to the Leased premises during this Lease or any extension at the Lessee's expense. The tenant improvements to the Leased premises shall be and remain the property of the Lessee, and may be removed by the Lessee prior to cancellation or termination of this Lease. In the event the Lessee exercises its option to remove any tenant improvements to the Leased premises under this paragraph upon cancellation or termination of this Lease, the Lessee shall restore or otherwise return the Leased premises to the Lessor in an "as found" condition, except for normal wear and tear, unless otherwise agreed upon in writing. (REV 09-96)

b) In the event the Lessee removes any fixtures, finishes, additions, or structures owned by the Lessor, placed in or attached to the Leased premises, upon termination or cancellation of this Lease, the Lessee shall restore or otherwise return the Leased premises to the Lessor in an "as found" condition, except for normal wear and tear, unless otherwise agreed upon in writing. (REV 09-96)

4.4 - All tenant improvements by the Lessee, made pursuant to paragraph 4.3, shall be performed in a manner customarily accepted by the skilled trades, and in accordance with all federal, state, and local rules, ordinances, laws, codes, or nationally recognized standards of good construction practice. (REV 09-96)

4.5 - Upon cancellation or termination of this Lease, the Lessee shall clean the Leased premises to "broom-clean condition", and shall remove all furnishings from the Leased premises. Furnishings remaining in or on the Leased premises after the cancellation or termination effective date shall be considered abandoned property, and the Lessee shall be obligated to pay the Lessor for all reasonable removal costs. (REV 09-96)

4.6 - The Lessee shall be responsible to request and obtain any local government sign ordinance variances and the payment of any related fees. (REV 09-96)

4.7 - In the event the Lessor fails to proceed with repairs necessitated by damage or destruction that is fifty percent (50%) or less, as referenced in paragraph 3.10, the Lessee may proceed, after affording insurance surveyors or adjusters opportunity to inspect the damages, with repairs for the account of and at the expense of the Lessor. (REV 09-96)

4.8 - **Deleted, not applicable.**



4.9 - The Lessee shall close all open windows, skylights, doors, or other exterior openings to the Leased premises, within the control of the Lessee, to avoid possible damage from fire, storms, rain, or freezing, when leaving the Leased premises at the close of the business day, or prior to any times when the Leased premises shall be unoccupied. (REV 09-96)

4.10 - The Lessee shall not permit: (REV 09-96)

a) Bicycles, mopeds, or other vehicles used for personal transportation, to be stored within the Leased premises or other common areas, unless otherwise specifically authorized elsewhere in this Lease, or agreed upon in writing with the Lessor. (Rev 02-93)

b) Any items to be attached to suspended acoustical ceiling grids. (Rev 02-93)

c) Access to any roof or overhang structure, except as under emergencies to maintain the roof moisture barrier or any rooftop mechanical system affecting the Leased premises. (REV 09-96)

## ARTICLE V - RENT CONSIDERATION

5.1 - Rent consideration installment payments shall be made during the month for which the installment applies. (New 09-91)

5.2 - If the Leased premises are not ready for possession by the date established in paragraphs 2.4 and 3.6, the Lessee shall not be responsible for rent until taking possession, nor shall the Lessee waive any claims to damages which the Lessee may have suffered. (REV 09-96)

5.3 - The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. **January 1, 2000**, through 11:59 p.m. **December 31, 2014**, at the rate of **Seventy Three Thousand Three Hundred Eighty and 00/100 dollars (\$73,380.00)** per year, payable in installments of **Six Thousand One Hundred Fifteen and 00/100 dollars (\$6,115.00)** per month. (REV 09-96)

5.3A - The annual rental rate reflected in this Lease is based on an estimated **\$633,900.00** debt amortized at **fifteen (15)** years with an estimated **5.7%** interest rate. It is agreed by the parties that the actual rental and interest rates will be adjusted to correspond with the actual debt service requirement to retire the bond sale debt, and that the Lessor will provide, for the Lessee, the final debt service payment schedule prior to occupancy or rental payment by the Lessee. It is also agreed that the actual costs will be adjusted against the estimated operating costs to reflect the actual costs incurred for adjustment. (New 04-92)

5.4 - Deleted, not applicable.

5.5 - In the event the Lessee exercises the renewal option pursuant to Article II, paragraph 2.5, the Lessee shall pay to the Lessor as rent consideration for the Leased premises from 12:01 a.m. **January 1, 2015**, through 11:59 p.m. **December 31, 2019**, at the rate of **Thirty Six Thousand and 00/100 dollars (\$36,000.00)** per year, payable in installments of **Three Thousand and 00/100 dollars (\$3,000.00)** per month. (REV 09-96)

5.5A - In the event the Lessee exercises the renewal option pursuant to Article II, paragraph 2.6, the Lessee shall pay to the Lessor as rent consideration for the Leased premises from 12:01 a.m. **January 1, 2020**, through 11:59 p.m. **December 31, 2024**, at the rate of **Thirty Six Thousand and 00/100** dollars (\$36,000.00) per year, payable in installments of **Three Thousand and 00/100** dollars (\$3,000.00) per month. (REV 09-96)

5.6 - Deleted, not applicable.

5.7 - Deleted, not applicable.

5.8 - Deleted, not applicable.

5.9 - Deleted, not applicable.

5.10 - Deleted, not applicable.

5.11 - Deleted, not applicable.

5.12 - Deleted, not applicable.

5.13 - Reserved.

5.14 - Reserved.

5.15 - If the Lessor fails to provide maintenance or complete the remodeling or construction, as referenced in Article III, the Lessee may provide the required maintenance, or complete the required remodeling or construction, and deduct the costs from future rent consideration payments due the Lessor. (REV 01-97)

5.16 - If the Lessor fails to provide supporting documentation or warranties, as required by Article III, four percent (4%) of the monthly rent consideration shall be held by the Lessee, until the required documentation is provided to the Lessee. (REV 09-96)

5.17 - The Lessee shall be entitled to an abatement of rent consideration for the period during which the Leased premises are rendered untenable or incapable of the use for which the premises were leased as described in paragraph 1.10. In the event that only a part of the Leased premises are untenable or incapable of such use, the rent shall be reduced in proportion to the entire area rented by the Lessee. This covenant is cross referenced in Articles III, IV and XI. (REV 09-96)

5.18 - Any rent consideration prepaid in advance to the Lessor, shall, upon damage or destruction as identified in paragraph 3.10, be repaid by the Lessor to the Lessee, within thirty (30) days of cancellation. (REV 09-96)

**ARTICLE VI - Deleted, not applicable.**

## ARTICLE VII - EMINENT DOMAIN/CONDEMNATION

7.1 - The Lessor shall notify the Lessee within ten (10) days of the commencement of eminent domain/condemnation proceedings against the Leased premises described in paragraphs 2.1 and 2.2 by a public agency authorized by law to condemn property. The Lessor shall timely notify the Lessee of the Lessor's intent to contest eminent domain/condemnation proceedings. The Lessor shall notify the Lessee within ten (10) days of acquisition by eminent domain/condemnation of the Leased premises described in paragraphs 2.1 and 2.2 by a public agency. (REV 09-96)

7.2 - If a total taking of the Leased premises by any public authority under the power of eminent domain/condemnation occurs, then the term of this Lease shall cease as of the day of possession and the rent shall be paid up to that day with a proportionate refund by the Lessor of such rent as may have been paid in advance for a period subsequent to the date of the taking. This covenant is cross referenced in Article XI. (REV 09-96)

7.3 - If a partial taking of the Leased premises by any public authority under eminent domain/condemnation occurs, the Lessee shall have the right either to terminate this Lease and declare same null and void, or, subject to the Lessor's right of termination as set forth below, to continue in possession of the remainder of the Leased premises, and shall notify the Lessor in writing within ten (10) days after such taking of the Lessee's intention. In the event the Lessee elects to remain in possession, all of the terms herein provided shall continue in effect, except that the fixed annual rental shall be reduced in proportion to the amount of the Leased premises taken and the Lessor shall, at its own cost and expense, make all the necessary repairs or alterations to the building, as originally installed by the Lessor, so as to constitute the remaining Leased premises a complete architectural unit. (REV 01-97)

7.4 - If more than fifty (50%) percent of the Leased premises are taken under the power of eminent domain/condemnation, the Lessor may, by written notice to the Lessee delivered on or before the date of surrendering possession to the public authority, terminate this Lease. (REV 09-96)

7.5 - All damages awarded for either a total or partial taking under the power of eminent domain/condemnation, of the Leased premises, including fee title, described in paragraphs 2.1 and 2.2 shall belong to and be the property of the Lessor, except damages awarded as compensation for diminution in value to the leasehold interest which shall belong to and be the property of the Lessee. The Lessee shall be entitled to all damages and costs flowing from its loss of the leasehold interest including, but not limited to, loss of the value of the remaining terms of the Lease, the economic value of the Lease, depreciation and cost of removal of the Lessee's supplies and fixtures, and relocation cost. (REV 09-96)

## ARTICLE VIII - ESTOPPEL

8.1 - The Lessee shall, within fourteen (14) days of receipt of a request by the Lessor, pursuant to paragraph 12.1, certify, to the extent the Lessee believes the information to be true and deliver to the Lessor an executed estoppel certificate (Enclosure "D"). The Lessee's failure to deliver such statement shall be conclusive upon the Lessee that: (REV 09-96)

a) This Lease is in full force and effect without modification except as may be represented by the Lessor, (New 09-91)

- b) There are no uncured defaults in the Lessor's performance, (New 09-91)
- c) Not more than one (1) month's rent has been paid in advance. (New 09-91)

**ARTICLE IX - Deleted, not applicable**

**ARTICLE X - LESSOR'S MORTGAGEE**

10.1 - For purposes of this Article, the term "Lessor's mortgagee" means any party of record holding a mortgage or deed of trust on the Leased premises described in paragraphs 2.1 and 2.2, or any part thereof. The Lessor shall give the Lessee written notice that such party holds such lien or deed of trust, and written evidence of the date the mortgage or deed of trust was executed, together with notice of the address of Lessor's mortgagee. A lien held by a Lessor's mortgagee on the Leased premises, or any portion thereof, is herein referred to as a "Lessor's mortgage". (REV 09-96)

10.2 - Pursuant to paragraph 10.1, the Lessor has disclosed all mortgages or deeds of trust affecting the Leased premises set forth in paragraphs 2.1 and 2.2 which exist as of the execution date of this Lease. If a mortgage or deed of trust exists or existed, as of the execution date of the original Lease, the Lessor shall cause each mortgagee to execute in favor of the Lessee the Nondisturbance Agreement, attached as Enclosure "E", whereby said mortgagee agrees that it will not disturb the Lessee's tenancy in the event of foreclosure or other succession to the interest of the Lessor. Enclosure "E" shall be executed before this Lease becomes effective. Any mortgage is to be subordinate to this Lease, and any future amendment thereto unless specifically provided otherwise in writing. (REV 09-96)

10.3 - If the Leased premises are at any time during the term of this Lease subject to a Lessor's mortgage, then, whenever the Lessee gives notice to the Lessor alleging default by the Lessor in performance of any covenant or obligation under this Lease, the Lessee shall simultaneously give a copy of such notice to the Lessor's mortgagee (at the address of the Lessor's mortgagee provided pursuant to paragraph 10.1). Lessor's mortgagee shall have the right (but not the obligation) to cure or remedy Lessor's default during the same time period that is permitted to the Lessor hereunder for the remedying or curing of such default. Lessee will accept such curative or remedial action taken by a Lessor's mortgagee with the same effect as if such action had been taken by the Lessor. Any claims for damages by the Lessee shall not be waived by the Lessor's mortgagee's corrective or remedial action. (REV 01-97)

10.4 - In the event that the Lessor's mortgagee of record (or any other party) shall acquire title to the Leased premises or shall succeed to the Lessor's interest in this Lease, whether through foreclosure of the Lessor's mortgage, conveyance in lieu of foreclosure, or otherwise (collectively, a "foreclosure"), the Lessor's mortgagee (or other such party) shall thereupon, and without the necessity of attornment or other act or agreement, be substituted as the Lessee's landlord under this Lease, and shall be subject to the obligations thereof. The rights acquired by the Lessor's mortgagee are subordinate to this Lease and all of the Lessee's rights under the Lease continue undisturbed. (REV 09-96)

**ARTICLE XI - CANCELLATION**

11.1 - This Lease may be cancelled by the Lessee during any period of possession if: (REV 09-96)

The Lessor is notified in writing at least **ninety (90)** days prior to the effective date of cancellation.

(New 09-91)

**11.2 - Deleted, not applicable.**

11.3 - This Lease may be cancelled by the Lessee provided the Lessor is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur: (REV 01-97)

a) The Lessor or any subcontractor, manufacturer or supplier of the Lessor appears in the register compiled by the Michigan Department of Labor pursuant to 1980 PA 278, as amended, MCL 423.321 et seq. (Employers Engaging in Unfair Labor Practices Act). (REV 01-92)

b) The Lessor or any subcontractor, manufacturer or supplier of the Lessor is found guilty of discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 et seq. (Elliott-Larsen Civil Rights Act); or 1976 PA 220, as amended, MCL 37.1101 et seq. (Persons with Disabilities Civil Rights Act). This covenant is cross referenced in Article III. (REV 07-98)

c) The Leased premises do not comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 et seq. (Utilization of Public Facilities by Physically Handicapped Act). This covenant is cross referenced in Article III. (REV 01-92)

d) The Leased premises are taken for a public purpose by eminent domain/condemnation proceedings by a governmental unit. This covenant is cross referenced in Article VII. (REV 09-96)

e) The Lessee's use of the Leased premises is in violation of local adopted ordinance, or recorded deed restrictions. (REV 09-96)

f) The Lessee acquires fee title to the Leased premises in paragraphs 2.1 and 2.2. This covenant is cross referenced in Article VI. (REV 09-96)

g) The Lessor fails to maintain the Leased premises in a tenantable condition, described in and subject to the notice provision in paragraph 3.1(s). The Lessee shall provide detailed written notice to the Lessor, of not less than thirty (30) days, to correct defaults. (REV 09-96)

h) The Lessor fails to repair or restore the Leased premises for damage specified in paragraph 3.10. This covenant is cross referenced in Articles III, IV, and V. (REV 01-92)

i) The Lessor fails to deliver the Leased premises, according to the plans, specifications, and timeframe for remodeling or construction, found in paragraph 3.6. (REV 01-92)

j) Damage or destruction, specified in paragraph 3.10, is so extensive as to constitute a total destruction of the Leased premises. This covenant is cross referenced in Articles III, IV and V. (REV 01-92)

11.4 - This Lease may be cancelled by the Lessor if the Lessee is notified in writing at least sixty (60) days prior to the effective date of cancellation and any one of the following occur: (REV 09-96)

a) Damage or destruction to the Leased premises exceeds fifty percent (50%) of the replacement value of the Leased premises, as referenced in paragraph 3.10. This covenant is cross referenced in Articles III, IV and V. (REV 10-91)

b) The Leased premises are taken by eminent domain/condemnation proceedings, as referenced in Article VII. (REV 10-91)

## ARTICLE XII - NOTICE, APPLICATION, AND APPROVALS

12.1 - Any notice to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested. Unless either party notifies the other in writing of a different mailing address, notice to the Lessor shall be transmitted to the address noted in this Lease, and notices to the Lessee shall be transmitted to: (REV 09-96)

State of Michigan  
Department of Management and Budget  
Real Estate Division  
530 W. Allegan Street  
P.O. Box 30026  
Lansing, Michigan 48909 (REV 05-97)

The notice shall be deemed effective as of 12:00 noon Lansing, Michigan time on the third business day following the date of mailing, if transmitted by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing. (New 09-91)

12.2 - This Lease shall be interpreted in accordance with the laws of the State of Michigan. (New 09-91)

12.3 - This Lease shall be binding upon and to the benefit of the heirs, executors, administrators, and assigns of the Lessor; and upon and to the benefit of the assignees and sublessees of the Lessee. (REV 09-96)

12.4 - This Lease shall not be binding or effective on either party until approved (and witnessed and notarized as necessary) by the Lessor, Lessee, Department of the Attorney General, Department of Management and Budget, Building Committee of the State Administrative Board, and the State Administrative Board. If this Lease or any subsequent amendments to it fall within the requirements of 1984 PA 431, as amended, MCL 18.1101 et seq. (Management and Budget Act), this Lease and any subsequent amendments to it shall also require approval of the Joint Capital Outlay Subcommittee of the Legislature. (New 09-91)

12.5 - **Deleted, not applicable.**

12.6 - Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease. (New 04-92)

12.7 - This Lease, with all enclosures and attachments as listed below, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed, as under paragraph 12.4. (REV 09-96)

\*\_\*\*

- Enclosure "A" - 1 page, floor plan(s)/site plan
- Enclosure "B" - 1 page, legal description
- Enclosure "C" - 49 pages, remodeling/construction specifications
- Enclosure "C-1" - **Deleted, not applicable.**
- Enclosure "D" - 1 page, estoppel
- Enclosure "E" - 2 pages, Nondisturbance Agreement

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Witness:

Lessor: County of Alpena

Billi M. Trapp  
1st Witness: BILLI M. TRAPP  
Print name of witness

Joyce D. McLain Date: 9-17-99  
Joyce D. McLain  
Title: CHAIR of Bd of Comm.  
Fed. I.D.: 38-6004834

Carol LaCoss  
2nd Witness: CAROL LACROSS  
Print name of witness

Billi M. Trapp  
1st Witness: BILLI M. TRAPP  
Print name of witness

Blondine Smolinski Date: 9-17-99  
Blondine Smolinski  
Title: COUNTY CLERK

Carol LaCoss  
2nd Witness: CAROL LACROSS  
Print name of witness

State of Michigan, County of ALPENA

The foregoing instrument was acknowledged before me on this 17th day of SEPTEMBER, 19 99,  
by Joyce D. McLain & Blondine Smolinski, the Bd. Chair & County Clerk,  
for the COUNTY of ALPENA, a  
Michigan Municipal Corporation. Carol LaCoss, Notary Public in the County of  
CAROL LACROSS  
ALPENA, Acting in the County of ALPENA, State of Michigan.

My commission expires: 7-8-2001



Witness:

1st Witness

2nd Witness

*Thomas C. Briggs*  
*Thomas C. Briggs*

*Shirley Maynard*  
*SHIRLEY MAYNARD*

Lessee: Department of Transportation

*Wayne R. Niles* DATE *9/23/99*

Title:

*Wayne R. Niles*  
Deputy Director  
Bureau of Finance and Administration  
Department of Transportation

State of Michigan, County of *Ingham*

The foregoing instrument was acknowledged before me on this *23* day of *September*, 19 *99*,

by *Wayne R. Niles*, the *Deputy Director*, for the Michigan Department of Transportation.

*Virginia M. Moore*, Notary Public in the County of *Clinton*, Acting in the County of *Ingham*, State of Michigan. My Commission expires: *Notary Public, Clinton County, MI*  
*My Commission Expires Aug. 2, 2000*

This Lease has been approved as to legal form by the Michigan Attorney General *Am... 9-13-99*

Witness:

Linda L. Sanborn  
1st Witness Kittler VAN HORN

Dana C. Rojas  
2nd Witness Dana C. Rojas

Lessee:

Mary Ellen Perkowski DATE 11/31/99

Mary Ellen Perkowski  
Director, Real Estate Division  
For: Janet E. Phipps  
Director, Department of Management and Budget

State of Michigan, County of Ingham.

The foregoing instrument was acknowledged before me on this 31<sup>st</sup> day of November, 19 99, by Mary Ellen Perkowski, Director of Real Estate Division of the Michigan Department of Management and Budget.

Linda L. Sanborn, Notary Public in the County of Ingham, Acting in the County of Ingham,

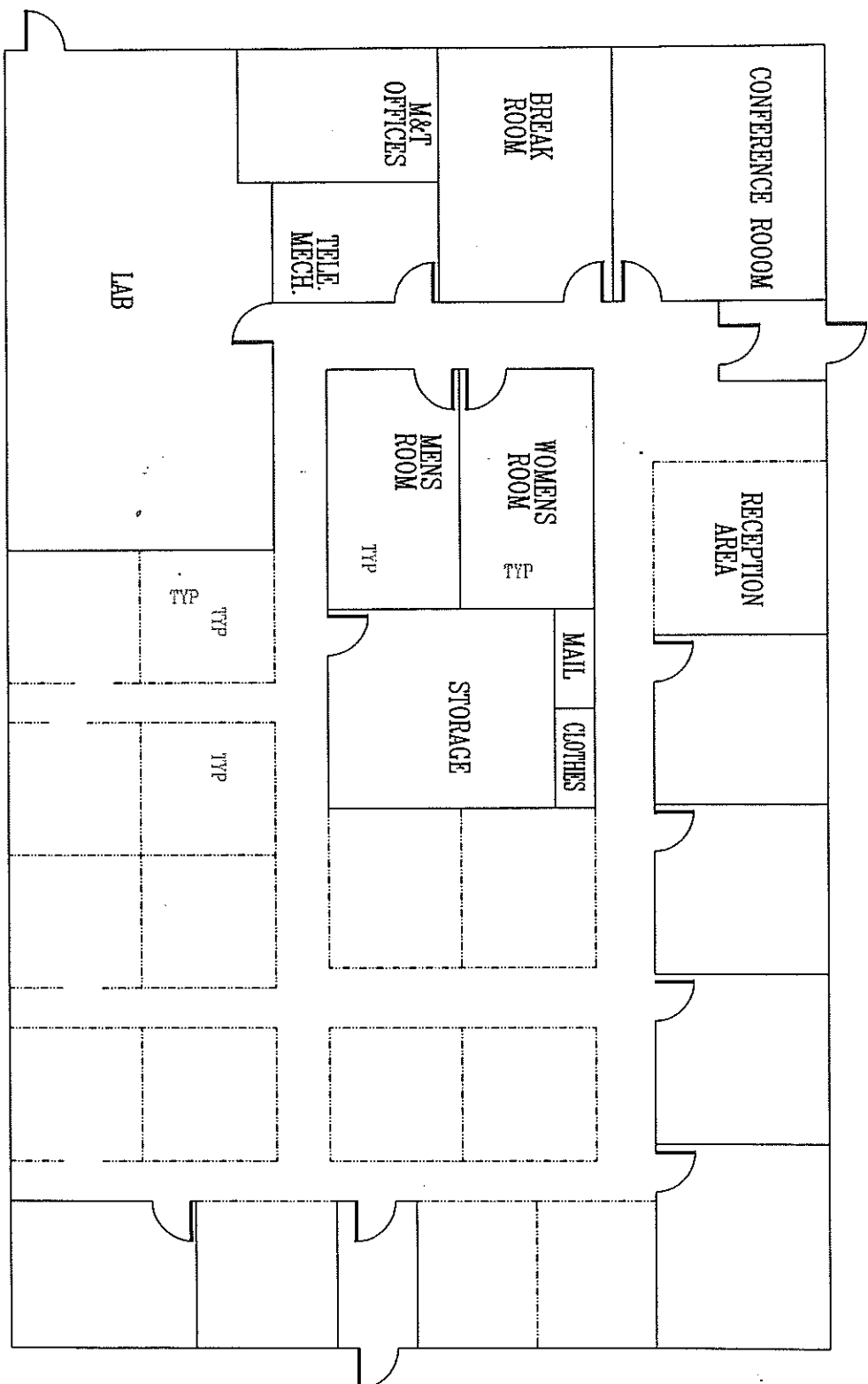
State of Michigan. My commission expires: 6/28/2002.

Document Prepared For The Parties By: Maureen S. Bailey, Property Analyst  
Real Estate Division  
Michigan Department of Management and Budget  
P. O. Box 30026  
Lansing, Michigan 48909

This Lease was approved by the Michigan State Administrative Board on:

**APPROVED**  
STATE ADMINISTRATIVE BOARD  
NOV 02 1999 #7  
OFFICE OF DESIGN & CONSTRUCTION  
Dept. of Management & Budget

ENCLOSURE "A" TO LEASE # 10739 BY AND BETWEEN  
 COUNTY OF ALPENA AND THE STATE OF MICHIGAN FOR  
 DEPARTMENT OF TRANSPORTATION.



↑ NORTH  
**FLOOR PLAN**

SCALE: X/Y = X'-Y"  
 1/4" = 1'-0"

PROJECT: M-32 ALPENA, MICH.	APPROVED BY:	DATE:	SCALE: 1/4" = 1'-0"	SHEET NO.:	FILE NAME:
<b>DBI BUSINESS INTERIORS</b> 912 E. MICHIGAN AVE. LANSING, MI 48912 (517)485-3200		REVISIONS: 1/27/78			

KNOW ALL MEN BY THESE PRESENTS: That JUNE M. DEGE, a single woman

whose address is 215 N. Eleventh, New Castle, IN 47362

conveys and warrants to COUNTY OF ALPENA

whose street number and post office address is Courthouse Building, Alpena, MI 49707

the following described premises situated in the TOWNSHIP of WILSON County of ALPENA and State of Michigan, to-wit:

The SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 22, T31N, R7E.  
Including all coal, gas, oil and mineral rights.  
Includes fluid mineral and gas rights in compliance with MSA 8.261(3).

DEC 17 2 45 PM '87  
*Charles J. Sommersfeld*  
REGISTER OF DEEDS

84-22-501

ALPENA COUNTY 029690  
STATE OF MICHIGAN REAL ESTATE TRANSFER TAX  
Dept. of Taxation DEC 17 '87 = 28.60  
P.8.10544

ALPENA CO. ALPENA, MICH Dec. 17 19 87  
I hereby certify that there are no tax liens or titles held by the State on lands described herein, and that there are no tax liens or titles held by individuals on said lands, for the five years preceding the 17 day of Dec. 19 87 and that all taxes for said five years are paid as shown by the records of this office. This certificate does not apply to taxes, if any, now in process of collection by township, city or village treasurers.  
*Mary Ann K... County Treasurer*  
Sec 35, Act 206, 1893 as amended Sec 35.31 CL 1929

Northern Abstract and Title Company  
ABSTRACTS AND TITLE INSURANCE

Northern Abstract and Title Company  
ABSTRACTS AND TITLE INSURANCE

ENCLOSURE "B" TO LEASE #10739 BY AND BETWEEN COUNTY OF ALPENA AND THE STATE OF MICHIGAN FOR THE DEPARTMENT OF TRANSPORTATION

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of TWENTY-SIX THOUSAND (\$26,000.00) DOLLARS

Dated this 30th day of November 19 87

Signed in the presence of: Signed by:

SUSAN J. WALTER JUNE M. DEGE  
WENDY PRADGETT

WITNESSED BY:  
Susan J. Walter  
Wendy Pradgett

INDIANA  
STATE OF ~~MICHIGAN~~  
COUNTY OF HENRY ss.

On November 30 1987, before me, a Notary Public, in and for said County, personally appeared June M. Dege, a single woman

to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be her free act and deed.

My Commission expires July 26 1990  
E. J. DICKERSON Notary Public  
HENRY County, Michigan INDIANA

Drafted by: CARL C. SILVER Business Address 230 S. Third Avenue  
Attorney at Law Alpena, MI 49707

DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF FACILITIES  
REAL ESTATE DIVISION

MASTER OUTLINE SPECIFICATIONS  
DEPARTMENT OF TRANSPORTATION  
ALPENA TRANSPORTATION SERVICE CENTER

Revised  
July 31, 1998

ENCLOSURE "C" TO LEASE #10739 BY AND  
BETWEEN COUNTY OF ALPENA AND THE  
STATE OF MICHIGAN FOR THE DEPARTMENT  
OF TRANSPORTATION

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## DIVISION O - INTRODUCTORY INFORMATION

- 0.1 Scope:** It is the purpose of these outline specifications to set forth the minimum general requirements for the completed facility as well as to clarify points of particular interest to the Lessee.

Actual design, construction, and performance of the building, building systems, site and ground utilization, etc. are the responsibility of the Lessor. The Lessor shall obtain the services of an independent architect/engineer to provide the construction drawings and specifications pursuant to the Lessee's requirements. The architect/engineer shall be responsible for presiding over and generating periodic progress meetings, minutes of meetings, and periodic on-site construction inspections to verify the provisions of the drawings and specifications.

- 0.2 Construction Documents:** The Lessor shall submit to the Department of Management and Budget, Office of Facilities, Real Estate Division (DMB), Facilities Management, and the User Agency four (4) sets of complete construction drawings and specifications bearing the seal of a licensed architect or engineer in the State of Michigan, for review and approval. While the approved drawings and specifications will become a part of the Lease, in the event there is a discrepancy between these outline specifications and the Lease, and the approved construction drawings, the outline specifications and the written lease document shall prevail. The Construction Documents shall be approved by the Lessee before remodeling or new construction is started. Approval of these documents does not waive the Lessor's responsibility to comply with the provisions of the Lease and Outline Specifications.

Construction drawings shall include a complete architectural site plan indicating boundary and/or topographic surveys, demolition, erosion plan, grading, lighting, utilities, building location, sidewalks, parking lot, drives, curbs, fences, signs, landscaping, and other site considerations.

Construction specifications shall follow the AIA/CSI format and shall provide details and data not provided in the Outline Specifications.

All design considerations shall be based on the Lessor's knowledge of the intended use of the Leased premises. The Lessee's process of plans and specifications review and subsequent approval does not relieve the Lessor

from any responsibility to provide an end product that is safe, comfortable and functionally satisfactory to serve as an office facility for the Lessee.

The Leased premises shall be designed in such a manner as to insure an economical and efficient use of space, adequate natural light, ventilation, circulation patterns and code compliance. The concept drawing attached to the Lease is only one acceptable schematic design solution.



## DIVISION 1 - GENERAL REQUIREMENTS

- 1.1 **Regulatory Requirements:** Construct this Leased premises in accordance with all Federal, State and Local Building Codes which includes BOCA or U.B.C., Michigan "Barrier Free Design" Law, MIOSHA, Life Safety Codes, "Michigan Energy Code," and provisions for Public Law 93-112, Section 504. Completed building and site must also comply with-ADAAG. Where two codes have differing standards, the more restrictive shall apply.
- 1.2 **Permits:** The Lessor or its representative shall obtain all necessary building, zoning, and other permits as required for the complete construction of the Leased premises.
- 1.3 **Temporary Facilities and Controls,** such as water, electricity, toilets, heating and telephone, are the responsibility of the Lessor.
- 1.4 **Project Directory:** The Lessor shall provide a Leased premises directory listing the following as applicable to the Leased premises, add other pertinent information if necessary. List by firm name, person in charge, address and telephone number: project name, owner (if different from Lessor), architect/engineer, etc.
- 1.5 **Final Construction Documents:** Prior to start of construction the Lessee shall be furnished free of charge, five (5) copies of prints of the final approved drawings and specifications. The Lessee may secure additional copies of drawings and specifications from the Lessor at the usual charge for reproduction and handling.
- 1.6 **Compliance:** Construction shall be done in strict accordance with approved plans and specifications. The Lessee reserves the right to make periodic inspections of the construction to ascertain whether construction and workmanship are as represented by approved drawings, and that the Leased premises is also representative of practices of construction that are reasonable and customary in the industry.

All existing buildings shall be structurally sound (certified by licensed civil engineer, if required), and meet all minimum design standards of this outline specification. Build into the floor plan layout all pipe chases and duct chases required to meet the mechanical design criteria, including vertical duct chases where low ceiling heights in existing buildings do not allow ventilation ducts above the ceiling.

To facilitate inspections of critical items, a certain reasonable number of "stop points" will be identified as required at a Pre-Construction Meeting, to be chaired by an authorized representative of the Lessee. Construction of the item(s) to be inspected will not proceed until the Lessee has inspected and approved the work to that point. The Lessee must be given at least two (2) work days notice of when "stop points" will occur and inspection will be made within one (1) work day after stop points are reached, otherwise, construction can proceed as planned. The Pre-Construction meeting will be called by the Real Estate Division Property Analyst and moderated by an authorized representative of the Office of Facilities representative.

Periodic site inspections will be made by the Lessee or by a licensed architect/engineer hired by the Lessee for this purpose. This does not relieve the Lessor from providing architect/engineer inspections during the construction phase.

If any materials or workmanship provided are other than as indicated on drawings, or specified, the Lessee may direct that the portion of the work that is not satisfactory be removed and replaced or otherwise corrected, at no additional cost to the State.

Any reference to a specific brand and/or model is intended to establish quality, operating characteristics, size, or type. Products of equal or better quality, operating characteristics, or type are acceptable. The entire burden of establishing equality of alternate brands, types, sizes, etc., shall rest with the Lessor and the Lessor shall provide proof of "equal or better" upon request by the State.

- 1.7 Progress Schedule and Subcontractors:** Within ten (10) days after the Preconstruction Meeting, the Lessor shall submit to the Lessee a copy of a proposed bar chart construction schedule, a list of all subcontractors, and shop drawings and catalogues specified below. The Progress Schedule shall include the following:

The anticipated date of commencement and completion of the various operations to be performed under the Lease, including submission of samples and other information requiring prior approval of the Lessee, which directly control the key operations.

The estimated time required for fabrication or delivery, or both, of controlling materials and equipment required for the work.

The "schedule" shall be predicated on the completion of all the work on or before the date specified.

After being accepted by the Lessee as satisfactory, the schedule shall be strictly adhered to by the Lessor, subject to approved change order(s) to the Lease.

- 1.8 Project Meetings:** Regularly scheduled remodeling or construction Progress Meetings shall be held at the job-site or a mutually agreed upon location between the Lessor, and the Lessee. The Lessor shall include general contractors and sub-contractors as necessary. A first meeting shall be held prior to commencement of actual remodeling or construction (a Preconstruction Meeting referenced above) and held monthly thereafter until the Leased premises is completed. The meeting schedule may be altered when mutually agreeable between the Lessor and the Lessee. The Architect/Engineer retained by the Lessor shall record minutes of meetings and coordinate distribution of submittal, etc.
- 1.9 Required Submittals:** Prior to commencement of construction, the Lessor shall submit two copies of all Shop Drawings and Manufacturers' Catalogue information for all construction items proposed for use by the Lessee's authorized representative. These drawings shall include complete schedules for finishes, doors, floors, ceilings, hardware, plumbing fixtures and accessories, HVAC equipment and accessories, etc. Shop Drawings and Manufacturer's Catalogue information shall be checked and approved by the Lessor's Architect/Engineer.

Monthly written Construction Progress Reports and site inspection approvals shall be prepared by the Lessor's Architect/Engineer and copies submitted to the Lessee. Construction tests such as soil borings, concrete mix designs, and other pertinent field verifications shall be submitted to the Lessee prior to construction.

Upon Substantial Completion of construction and within 30 days of final acceptance, the Lessor shall submit to the Lessee the following:

Two complete sets of reproducible (mylar) As-Built Drawings corresponding to the approved construction drawings.

Two copies of the final approved Floor Plans in the form of a computer disc(s) (.dxf format) compatible with AutoCAD software.

Two complete sets of permanent operations manuals, instructions, and manufacturers' repair and maintenance information for all systems and equipment. These items shall be bound in a ring binder.

One reduced size composite floor plan (11" x 17") designating all emergency valves, switches, controls, locations of equipment that will require periodic maintenance, etc. Provide the Lessee's designee with training to understand and familiarize occupants with building controls and systems locations/operations, etc.

- 1.10 Change Order and Field Bulletin Procedures:** Any changes in construction requirements that occur after the final approval of design and construction documents shall be initiated by a bulletin from the Lessor's Architect/Engineer requesting prices for changes proposed. Either the Lessor or the Lessee may make requests for changes consistent with Article III of the Lease.

Requests for bulletin change shall be complete with drawings and/or other supporting documentation.

The Lessor shall submit a detailed breakdown of costs to Lessee through DMB's Real Estate Division, after review and approval by the Lessor's Architect/Engineer.

The Lessee, through DMB's Office of Facilities, will review and recommend the adequacy of pricing only to DMB/Real Estate Division and the Lessee.

The Lessee will advise DMB's Real Estate Division in writing: (1) if it wants the changes made, and (2) that it has the funds to pay for the proposed changes.

All changes are to be included in the As-Built Drawings regardless of whether the request is initiated by the Lessor or by the Lessee and regardless of whether a cost is associated with the change.

All changes or deletions which result in a change of construction expense shall be provided on the basis of an itemized breakdown of the actual cost plus 20% for overhead and profit for work done by the Lessor or its general contractor. On work performed by a subcontractor, the Lessor or prime contractor is allowed a 7-1/2% handling charge. The subcontractor will then receive the 20% addition for overhead and profit.

Payment for such changes, additions or deletions shall be made as a lump-sum adjustment with the first monthly rental payment.

All change orders shall be issued in writing by the DMB's Real Estate Division, on a construction change order notice all as required by Article III

of the Lease. The Lessor will be responsible for the cost of any unauthorized changes.

#### **1.11 Contract Close Out**

**Substantial Completion:** The Lessor shall notify the Lessee when the work will be Substantially Complete and ready for inspection and preparation of a list of minor replacement, correction, adjustment and touch-up items. All concerned parties shall attend the Substantial Completion. The Lessor shall complete all work required by the date set for final acceptance by the Lessee. Provide a pest control application for the elimination and/or control of insects and rodents one-week before opening.

**Final Cleaning:** The Lessor shall remove from the Leased premises all surplus building material and rubbish; clean or reclean entire work to normal level for "first class" maintenance/cleaning of building projects of a similar nature; and remove non-permanent protection and labels, polish glass, clean exposed finishes, touch up minor finish damage, clean or replace filters of mechanical systems, remove debris and broom clean non-occupied spaces, sanitize plumbing/food service facilities, clean light fixtures and replace burned out/dimmed lamps, sweep and wash new paved areas, police yards and grounds, and perform similar cleanup operations needed to produce a "clean" condition. No payments will be authorized until final cleanup is accomplished and inspection is made by the Lessee.

## DIVISION 2 - SITE WORK

- 2.1 General:** New sites shall be attractively landscaped. Existing construction sites will be evaluated on an individual basis. The landscaping shall be shown on the architectural site plan submitted to the Lessee for approval prior to construction. Design landscape structures keeping in mind the likelihood of damage by powered snow removal equipment. Use hardy tree and shrub stock native or adapted to site complying with the recommendations and requirements of ANSI Z60.1. Design for low maintenance. Provide in-ground, frost free Sprinkler System for lawn areas, and means for proper application of water to planted areas. Protect planted areas against damage including erosion and foot traffic by providing and maintaining proper safeguards.

Provide sufficient Concrete Sidewalks (5' wide, 4" minimum thickness with wire mesh or fiber reinforcement on compacted sub-base) from parking area, or other areas as identified, for easy access to building.

Provide a reinforced Concrete Trash Container Pad on a compacted sub-base (concrete as described in Division 3) on site for accommodation of trash pickup. Enclose pad in chain link fencing or in other enclosures as required by local ordinance, to conceal the trash container without obstructing access by trash collection equipment.

For new construction, the Lessor shall obtain the services of a Soils Engineer to provide subsurface investigation of the building site, including standard penetration tests and soil analysis for toxic waste. Resultant data shall be given to the Lessor's architect/engineer for use in preparing the construction drawings and specifications. Copies of the reports shall also be provided to the Lessee prior to the Lessee's approval of the construction drawings. Comply with appropriate portions of "Standard Specifications for Construction 1990 Edition" of the MDOT.

Earthwork design shall provide positive drainage on the site. Slope all grades and exterior slabs away from building foundations. Where applicable, work shall conform to State of Michigan Soil Erosion and Sedimentation Act of 1972 as amended (PA 347). Provide for controlled compaction of backfill which supports structure, parking, or walks according to ASTM D1557.

Exterior building identification signs and numbers shall be provided and installed to direct the public to this building from main thoroughfares. Selection and locations shall be approved by the Lessee.

"Parking", "Handicapped Parking", "Van Accessible", "Employee Only", "State Car Only", and "No Parking" signs shall be provided and installed prior to occupancy. Locations shall be confirmed by the State on site plan as provided by the Lessor. Signs and installation shall be in compliance with Michigan Barrier Free and ADAAG standards.

For new construction, catch basin and storm sewer systems shall be provided in the parking lot according to Local Community Building Code. Grade at perimeter of the building shall slope a minimum of one (1) inch per foot for eight (8) feet measured perpendicular to the building. First floor line shall be a minimum of four (4) inches above grade adjacent to the building.

Provide accessibility to all entrances/exits for the physically handicapped.

All new site work shall be free of any toxic soil contamination.

The Lessor shall remove from the premises all surplus building material and rubbish, and dispose of it in a legal manner. Burning on site is prohibited.

For new construction, one end wall of the building as indicated on the floor plan shall be a non-supporting wall to facilitate later expansion. The building shall be placed on the site in such a manner as to allow expansion without the need of removing walks, drives, parking areas, etc.

**2.2 Paving and Surfacing:** Provide Asphaltic Concrete Paving or Portland Cement Concrete Paving for new construction and for unacceptable existing construction in accordance with referenced portions of "Standard Specifications for Construction 1990 Edition" of the MDOT.

**Asphaltic Concrete Paving** shall consist of:

- a) Minimum 6" sand-gravel sub-base: MDOT 22A
- b) Bond or tack coat asphalt emulsion: MDOT SS-1h or MDOT MS-2a.
- c) Bituminous Leveling Course: MDOT Mixture 1100L  
Coarse aggregate shall be 20A  
Minimum thickness of leveling course shall be 3" (75 mm)
- d) Bituminous Top Course: MDOT Mixture 1300T  
Coarse aggregate shall be 20-AAA

- Minimum thickness of top course shall be 1-1/2 (38 mm)
- e) New bituminous pavement and existing bituminous pavement shall be prepared and sealed with a coal tar emulsion sealer. Application of sealant must be as recommended by the manufacturer.

**Portland Cement Concrete Paving** shall consist of:

- a) Minimum 6" sand-gravel sub-base: MDOT 22A
- b) Reinforcement: 6" x 6" (W1.4) wire mesh
- c) Minimum compressive strength: 4000 PSI in 28 days.
- d) Minimum cement content: 6 bags
- e) Minimum air-entrainment: 5%
- f) Maximum slump: 4 inches
- g) Minimum thickness: 5 inch depth.

Lot shall be striped to designate "No Parking" areas and to accommodate a minimum of \*\* cars including \*\* reserved handicapper spaces. One of the handicapper spaces shall be "van accessible" as described in the ADAAG and Michigan Barrier-Free. Paint all lines and stripes using one coat yellow or blue Sherwin Williams "Pro-Mar Traffic Paint" as appropriate at a rate of one gallon for every 350 lineal feet of four inch (4") wide stripe following State's approval of the parking layout as provided by the Lessor.

\*Quantities to be determined by Lessee before bidding.

Provide curbs, guardrails, curb cuts and wheel stops to meet Barrier Free Design requirements, and ADAAG rules at reasonable access points to the sidewalks and building.



## DIVISION 3 - CONCRETE

### **3.1 Cast In Place Concrete** shall meet the following specifications:

"Specification for Structural Concrete For Buildings", ACI 301, except as modified herein.

Cement shall be gray Portland Cement conforming to ASTM C-150 Type 1.

Aggregate for all concrete shall conform to ASTM C-33 lightweight aggregate.

Reinforcing Steel shall conform to ASTM A-615 Grade 60 and A-305.

Welded Wire Mesh shall conform to ASTM A-185.

No admixtures containing calcium chloride shall be permitted.

All concrete shall have a minimum compressive strength of 3,500 PSI in 28 days except where noted, conforming to ASTM 39-83a.

All concrete exposed to weathering shall be mixed with an air entraining type Portland cement or admixture. Air entraining admixtures shall conform to ASTM C-260.

For new construction, concrete slabs on grade shall be 4" thick with wire mesh or fiber reinforcing over a graded 4" sand bed, firmly compacted by mechanical means to insure a solid base with no voids or hollows. Provide a six mil (0.006") Visqueen vapor barrier on the compacted sand base. Visqueen shall be lapped 6" minimum and taped at all seams. Pour slab uniformly on the vapor barrier.

Seal new floor slab against dusting using a first quality commercial sealer. Application of sealer must be as recommended by manufacturer. Sealed floor must be capable of accepting pressure sensitive carpet adhesive.

## DIVISION 4 - MASONRY

- 4.1 All Concrete Block** shall conform to ASTM Specifications C-90, grade N-1, medium weight units for interior walls above grade and normal weight units below grade.

Solid load bearing stone aggregate concrete block shall be used for walls in contact with earth.

Hollow load bearing slag aggregate block shall be used in exterior walls for back-up.

Solid (no voids) load bearing stone or slag aggregate block, to match walls in which they are installed, shall be used to enclose columns, to build chases and recesses, and for certain bearing conditions.

All foundation walls below grade shall be poured reinforced concrete or concrete block with reinforcing.

- 4.2 Mortar:** All mortar shall conform to ASTM C-476 and shall have a compressive strength of 1800 psi in 28 days.

- 4.3 Control Joints:** Exterior masonry walls shall have control joints spaced at 30' maximum on centers. The exterior walls shall be designed to withstand a horizontal wind pressure of 20 lbs. per square foot for buildings of less than 30 feet in height.

- 4.4 Dampproofing:** All above grade masonry to be damp proofed shall be thoroughly cleaned before the application of the finish sealant. Sealant shall be a non-silicone, clear penetrating saline compound equal to Hydrozo, Inc. "Environseal 40".

- 4.5 Storm Shelter Area/Tornado Protection:** In new buildings, provide lateral and vertical bracing in the walls around the employee toilet rooms.

## DIVISION 5 - METALS

- 5.1 **Steel Joists**, if used, for new construction shall be as defined by the Steel Joist Institute. Bridging shall be diagonal and otherwise in accordance with the Steel Joist Institute specifications.
- 5.2 **Structural Steel Rolled Shapes, Tubing And Plates** shall conform to ASTM A-36. Mill certificates shall be furnished by the contractor.
- 5.3 **Rolled Steel** shall conform to the ASTM standard specifications, Steel for Buildings, serial designation A195. Steel not otherwise specified shall be mild steel.
- 5.4 **Miscellaneous:**  
Anchor bolts shall conform to ASTM A-307.  
Connection bolts shall conform to ASTM A-325.  
Welding electrodes shall conform to ASTM A-233 Class E-70.  
Shop paint shall be No. 769 damp proof red primer by Rust-Oleum.
- 5.5 **Steel Roof Decking** for new construction shall be 22 gauge, wide rib, 1-1/2" deep, VULCRAFT TYPE B, which is fabricated from ASTM A611-72 (1979), grade C cold-rolled structural quality sheet steel. Deck shall be phosphate coated and have manufacturer's standard prime painted finish.
- 5.6 **Miscellaneous Metal** items shall use the best commercial quality for purpose of items specified, free of defects impairing strength, durability, finish or appearance. Materials shall be formed truly and uniformly to required shape, size, sharp lines, and smooth surfaces. Separate dissimilar materials with caulking, bituminous paint or gasket as approved.
- 5.7 **Steel Studs & Framing:** Provide 20-gauge galvanized screw studs with 20 gauge track top and bottom, firmly attached to floors, walls, or other supports. Provide 18-gauge doubled studs at all door jambs. Provide 20-gauge galvanized channels, furring and other miscellaneous framing as required for the complete installation of partitions finishes, accessories, or equipment.

## DIVISION 6 - WOOD AND PLASTICS

### **6.1 Material Standards (General)**

Sills: Foundation grade, pressure-treated Southern Pine or Douglas Fir.

Wood Studs: Stud grade Southern Pine or Douglas Fir.

Posts and Beams Southern Pine No. 1 Dense KD 2050 for Douglas Fir Select Structural 1900f.

Concealed Sheathing: Standard exterior grade with exterior glue APA CDX, N" plywood or 3/4" OSB.

Exterior Wood Trim: Redwood or Cedar, select Heart grade, rough-sawn

Wood Preservative: Ammonical copper arsenite (ACA) for Douglas Fir or chromated copper arsenite (CCA) for Southern Pine.

**6.2 Cabinet Work:** All millwork and installation shall conform to the performance standards of the Architectural Millwork Institute. Finish wood materials to receive stain or transparent finish shall be "Custom" grade. Laminated plastic shall be high pressure plastic laminate complying with NEMA Standard Specifications for General Purpose Grade (HGS/Grade-10 .050") with selection from solid colors or wood grains. Casework hardware shall be equal to Knap & Vogt Manufacturing Company products.

Counter tops and splash shall be finished in plastic laminate. All other surfaces shall be plastic laminate. The counter face shall be finished at the floor with a suitable heavy duty vinyl or wood base board.

Provide plastic laminate counter tops with 4" backsplash on sink cabinets in employee's break room and restrooms. Provide two double door wall cabinets over counter in lunchroom and conference room. Cabinet work shall be plastic laminate. All cabinet work shall meet Michigan Barrier Free and ADAAG requirements for handicapper accessibility.

Cabinets shall be complete with hardware, drawers, dividers, and adjustable shelves. Drawers shall be suspended on steel slides with ball bearing type nylon rollers for ease of operation. Drawer slides shall have a 100 lb. load rating.

Provide two (2), UL approved, 4' x 4' x 3" deep, built-in display cases in Waiting Room, complete with locks, shelving, lighting and cork board.

- 6.3 Shelving:** Provide shelving in the janitor closet for storage of cleaning and paper supplies. Wood shelving shall be 25/32" No. 2 common kiln dried ponderosa pine as per grading rules of the Western Pine Association. Shelving shall be supported on cleats of the same material.

Provide a 12" x 36" plastic laminated shelf in each employees toilet room near the exit no higher than 40" from the floor. Shelf shall not intrude into maneuvering spaces.

- 6.4 Rough Hardware:** Furnish all necessary nails and screws and all items generally classed as "rough hardware" including bolts, washers, anchors, straps, etc. that are required for proper assembly.

- 6.5 Wood Trusses,** for gabled or shed roofs, shall be prefabricated and engineered, and include bridging, bracing, and anchorage.

Manufacturer shall be a company specializing in manufacture of prefabricated wood trusses with three years minimum experience.

**Design:** Trusses shall be designed under direct supervision of Professional Engineer licensed in State of Michigan. Shop Drawings shall be sealed.

**Pitch of trusses** shall be 4/12 or greater. Trusses shall be installed on 24 inch centers.

- 6.6 Mop Rack & Hooks:** Provide one (1) prefabricated mop rack and hooks in janitor's closet. Provide rack with not less than three (3) mop hooks or holders.

## DIVISION 7 - THERMAL AND MOISTURE CONTROL

### **7.1 Performance and Submittals:** (Existing facility will be evaluated on an individual basis.)

Exterior wall from floor to roof deck shall have an R-factor of 15 or greater. Roof system shall have an R-factor of 30 or greater. The rest of the building envelope shall meet or exceed the requirements of ASHRAE 90-81. An analysis of the exterior building envelope showing construction materials and methods of assembly and coefficients of transmission (U/BTU/h ft. F) demonstrating compliance with this specification shall be submitted to the State prior to construction.

The Lessee is to be given notification to conduct an on-site inspection after insulation is installed and before wall finish process is started. Inspection will be made by the Lessee within two (2) business days of receipt of notification.

Provide Sound Transmission Class of not less than 45 in all floor to ceiling interior walls. The Lessee is to be given at least 48 hour notification to conduct an on-site inspection after insulation is installed and before wall finish process is started. Inspection will be made by Lessee within two (2) work days of receipt of notification.

Prior to the start of construction on a new building, submit architectural and construction documents to the Lessee showing details for proposed roof construction, weatherproofing and waterproofing with proposed method of sealing all roof penetrations. All roof cuts or penetrations shall be made and sealed by the roofing subcontractor on both new and existing buildings. Existing buildings may require a tear off and similar roof details.

### **7.2 Floor Slab/Foundation Insulation:** For new construction, the floor slab/foundation shall have Dow "Styrofoam SM" 2" x 2'-0" rigid insulation installed vertically at the interior face of all exterior walls and extend horizontally 2'-0" beneath the floor slab. The Lessee is to be given notification to conduct an on-site inspection after insulation is installed and before floor slab is poured. Inspection will be made by the Lessee within two business days of receipt of notification.

### **7.3 Wall Insulation:** Batt Insulation for exterior walls of the building shall be mineral or glass fiber conforming to Federal specifications HH-I-S21 and ASTM C665. Flame spread shall not exceed 25, ASTM E84. Batts shall be rated at R-11 or better.

Sound Attenuation Batt Insulation for interior walls shall be 3" thick, USG Thermafiber conforming to ASTM C655, and Fed. Spec. HH-1-521E, Type I or II.

Provide Sound Attenuation Batt insulation in walls surrounding toilet rooms, copy machines, printers, etc.

**7.4 Deck Insulation:** For new construction and re-roofing, all deck insulation shall be isocyanurate rigid foam insulation with aluminum foil or fiberglass facers which meets Federal Specification HH-I-1972/1 and Factory Mutual Report Serial No. J.I. OG4A7.AM. Tapered isocyanurate rigid foam insulation board shall provide a minimum slope of 1/8" per foot. All insulation board shall be installed in compliance with the latest manufacturer's written instructions.

#### **7.5 Roof Construction**

**Low-Slope Roofing:** For new construction, provide a four ply, coal tar bitumen, build-up roofing system by the Koppers Company, Inc. with a 20-year Classic Guarantee for all materials and labor.

For low-slope roofing over 1/2"/ft. on existing buildings, provide a two-ply modified bitumen sheet roofing system, SBS Base/SBS Premium, by Firestone Building Products Co., with manufacturers 15 year total system warranty for all materials and labor. Minimum total thickness shall be 230 mils. Base sheet shall be a minimum of 80 mils. Top surfacing shall have continuous layer of white mineral granules and minimum thickness of 130 mils.

**Gabled Roofs or Shed Roofs:** Asphalt shingle roof assemblies shall be provided over the trussed roof rafters and roof sheathing specified in Division 6.

Underlayment shall be No. 30 asphalt saturated, organic felt, ASTM D-225. Edge strip shall be a 28 gauge prefinished, galvanized, steel or aluminum edge strip in selected color.

Starter strips, valleys and flashing joints at dormers and other changes in direction/material shall be WR Grace "Ice and Water Shield". Nord Bitumi "Nordshiels" or GAF "Weather Watch".

Valleys shall be No. 90, mineral surfaced, roll roofing, ASTM D-249, with color to match shingles.

Asphalt shingles shall be Class "A" fire and wind resistance, self-sealing shingles of 250 lb. minimum weight per square. Shingles shall be approximately 17" x 40" with a 7-1/2" exposure, equal to GAF "Slateline" fiberglass reinforced shingle, with a 30 year Warranty. Hip and ridge cap shingles shall match in color and texture.

Prefinished, aluminum gutters and downspouts shall be provided to conduit storm water away from the building. Provide precast concrete splash blocks at each downspout.

**7.6 Roof Scuttle:** Provide ladder access and a metal roof scuttle, type "S-20" as manufactured by the Bilco Company to flat or low slope roof areas, if any. Also provide Bilco "Ladder Up" safety post. Secure to top two rungs of the ladder. Existing buildings may already have accessibility to the roof.

**7.7 Caulking:** Butyl rubber caulking compound for exterior use shall be one part polymerized rubber compound, gun consistency, conforming to Federal specification TT-C-598 Grade 1.

Acrylic caulking compound for interior use shall be one part, 100% liquid polymer, acrylic base compound, non-sagging, non-staining, gun consistency.

Polysulfide base compound for exterior use shall be a one component sealing compound complying with the requirements of USIA A116.1, Class B (non-sagging) and Federal specification TT-S227B, Types I and II. Containers shall bear the Thiokol Chemical Corp. "Tested and Approved" seal or shall be accompanied by a manufacturer's certificate stating that the compound complies with this standard.

**7.8 Prefinished Standing Seam Metal Roofing** is approved if it meets the manufacturer's standards for a 20-year warranted system. Color shall be selected from manufacturer's standard color selections.



## DIVISION 8 - DOORS AND WINDOWS

### **8.1 Exterior Doors and Frames:** (Existing facility will be evaluated on an individual basis.)

Doors and frames at new main entrances shall be aluminum entrances or storefront material equal to systems designed and engineered by Kawneer Company, Inc. or Tubelite Division, Indal, Inc. Finish is to be dark bronze (M10-C22-A44).

All exterior doors and frames, except at main entrance, shall be custom hollow metal construction provided with heavy duty commercial grade hardware. Door face sheets shall be commercial quality, roller leveled, cold roll, 16 gauge steel with 18 gauge stiffeners at 6" on center. Provide polystyrene or urethane insulation core filler. All exposed steel surfaces shall be cleaned, bonded and coated with a baked on zinc chromate based prime paint. Frames shall be prefabricated combination buck, frame, and trim type. Mitered joints shall have locking tabs at frame rabbets and backboards. All interior door frames shall be furnished with rubber bumpers. Provide 14 gauge door frames for exterior openings and 16 gauge door frames for interior openings. Reinforce, drill, and tap doors and frames for fully-templated mortised and concealed hardware. Delivery door is to be 42" wide. All other doors are to be 36" wide.

All exterior doors shall be weather-stripped, have commercial quality aluminum threshold of low profile (beveled) design not to exceed 1/2" high. Bevel angle shall not exceed 30°. Staff and main entry doors shall be protected from water by a canopy. Other exterior doors shall be protected from water by metal flashing over the door heads.

### **8.2 Interior Doors:** All interior doors shall be 1-3/4" thick, commercial grade, solid core, wood construction, stained and varnished. Face veneer shall be selected grade red oak of standard commercial thickness not less than 1/28" before sanding. Doors and frames shall bear UL labels as required by code. Similar commercial plastic laminate faced or hollow metal may also be provided.

- 8.3 Windows:** Provide operable, heavy commercial, prime windows with screens and thermal break construction, as defined by the American Architectural Manufacturers Association, Publications GS-001 and 101. Window designation shall be HC-40 at exterior locations shown on the floor plan. Provide all window components, and installation accessories. Finish is to be dark bronze (M10-C22-A44).

Metal Windows shall be Custom Window, Series 8500; EFCO Corporation, Series 2700; Modu-Line Windows, Inc., Series 225; or Peerless, Inc., Series 1600.

Wood Windows shall be Commercial prime windows with exterior cladding, as defined by AAMA Publications GS-001 and NWWDA I.S. Standards. Windows designation shall be DP-40.

Wood Windows shall be Andersen Corporation, Perma-Shield; Pella Commercial Division, Clad; or Weathervane Windows, Inc., Clad.

- 8.4 Glazing:** All exterior windows shall have sealed, low emissivity, insulating glass units which are manufactured by members of SIGMA and IGCC. Sealed insulating glass shall meet ASTM E774, Class B. Glass shall be hermetically dual sealed, inert gas filled, double pane units with exterior 3/16" bronze float glass (loE on second surface), 1/2" air space, and interior 3/16" clear float glass. Insulated panels, if used, shall be 1" laminated panels equal to Mapes Industries architectural panels with a porcelain fused-on finish.

Wired or clear fire-rated glass shall be Underwriters Laboratories, Inc. approved. Safety glass shall be tempered or laminated, and shall meet ANSI 297.1 standard. Security glazing shall be 0.775", polycarbonate, laminated glass equal to Lexgard Laminate MP-750.

- 8.5 Hardware:** Hardware shall conform to applicable requirements of the BOCA building code, and for fire rated doors and frames, with appropriate sections of Chapter 5 of ANSI/NFPA 101. Hardware shall be made to blueprint template and be furnished to door and frame manufacturer. Hardware shall be supplied through an Architectural Hardware Consultant to properly handle, detail, and service hardware in a satisfactory manner.

Hinges shall be provided with stainless steel pins, oil impregnated bronze bushings, or concealed ball bearing units. Swing out doors shall have nonremovable pins. Interior doors shall receive 18" high kick plate which protects within 1" of both sides and the bottom.

Exterior locksets shall be heavy-duty cylindrical type with a minimum 2-3/4" backset and 9/16" throw latchbolt. All lock cylinders shall be Schlage, "EXT D53PD RHO 626", and must be designed or protected so they cannot be grasped by any wrenching device. All door handles shall be of heavy duty lever type, except to hazardous areas. Doors to hazardous areas such as the telephone/data equipment room, the janitor closet, the electrical closet and the basement shall have knurled knobs. Knobs shall be brushed stainless steel finish, and be a minimum of .050 thick. Cylinder cones and keys will be provided by the Lessee.

Exit devices shall be steel (dull chrome US26D finish), and be UL approved. Devices required on fire-rated doors shall be UL listed as fire exit hardware. Outside trim shall be fastened by means of concealed lugs and through-bolts to the active case.

All exterior doors shall be equipped with closers. Door closers shall have key valves for back check, speed, and latching. Degree of opening shall be maximum possible without causing interference or damage to door or trim. Closers shall be lockable in the full-open position. Closers shall be fastened to doors with six bolts.

Hinged exterior doors, except fire doors, shall require no more than 8.5 lbs. of force for opening or closing. Fire doors shall have the minimum opening force required by the Fire Marshal.

Exterior doors other than main entrance, employee entrance, and receiving doors shall have audible alarm-type hardware.

Double doors shall be equipped with a tamper-proof astragal, and have vertical deadbolts at top and bottom of each door (verify fire marshal requirements).

All lockable interior doors shall have Schlage AL Series. A keying plan for interior door locks will be furnished by the Lessee. Special keying will be required for the Computer Room. Lessor shall supply two keys per lock, and six master keys.

All toilet room doors shall be provided with door closers and ball bearing type hinges. All mechanical door closers on interior doors shall be operated by a maximum lateral force of 5 lbs. pressure as measured at the door handle or push plate.

Provide and install construction locks in cylinder cores on all exterior doors. Convert to cores for tenant use after building control has been turned over to the Lessee.

## DIVISION 9 - FINISHES

- 9.1 Ceiling Systems:** Ceiling systems must conform to fire, acoustics, maintenance and light reflection requirements. Gypsum Board ceiling suspension systems shall have 16 gauge, 1-1/2" main channels with 25 gauge 7/8" furring channels. Acoustical panel ceilings shall comply with ASTM E1264 Classifications and metal suspension systems with applicable ASTM C635 requirements. Suspend lighting fixtures independent of ceiling. Provide edge moldings, trim and acoustical sealant as required. Exposed face shall be white enamel. Grid spacing shall be 24" x 48". Lay in panels shall have an NRC range of .55 to .65, STC range of 35-39, light reflectance of LR-1, flame spread of 0-25 (ASTM E84) and nominal size of 24" X 48" X 5/8". Minimum ceiling height to be 9' nominal except in small rooms or limited areas which may be 8'.

Provide unfaced mineral-fiber Sound Attenuation Blankets over ceiling systems where required to meet room to room sound transmission requirements.

Provide painted, 5/8" gypsum board or veneer plaster ceilings in vestibules and restrooms.

Provide means of access to ceiling system for maintenance of equipment or repair of system.

- 9.2 Wall Systems:** All interior walls, except restrooms, shall be 5/8" gypsum board. Vinyl fabric, if requested by the Agency, shall be medium weight, textured, wall covering with stain resistant surface coatings. 4" vinyl base shall be applied to all walls. Metal studs, floor and ceiling track shall be 20 gauge galvanized steel. Painted surfaces shall receive one coat of primer and two coats of finish. A complete room finish schedule shall be submitted for approval by the Lessee prior to construction. Colors shall be selected by the Lessee. Provide clear plastic guards on all outside corners to protect vinyl wall covering.

Exterior wall insulation is to be covered from floor to roof deck with 5/8" gypsum board. Gypsum Board above the ceiling line may be unfinished.

Walls in restrooms shall be finished with Glazed Wall Tile wainscots to 4' - 0" above finished floor, except for plumbing walls. Above tile, use vinyl wall covering. Tile shall be standard grade meeting ANSI 137.1. All tile walls in restrooms shall be laid over moisture-resistan backer board.

- 9.3 Floor Systems:** All toilet room floors shall be slip resistant Ceramic Mosaic Tile with sanitary cove base. Provide all special shapes required for one piece inside and outside corners. Tile in new buildings shall be applied using the "mud-set" method. Tile shall meet ANSI 137.1.

Vestibule floors at main and employee entrances shall be finished with Quarry Tile Pavers. Tile shall be product of "American Olean" or "Summitville Quarry Tile". Provide 6" x 6" x 1/2" base.

Carpeting is to be used throughout except as otherwise identified. All carpet shall be "Discovery" by Lees, anti-static, commercial grade carpet tile in 18" x 18" modules. Adhesive shall be C-14 pressure sensitive by C. & A., or equal. Carpeting shall be supplied by the lessor. It cannot be made available through a State contract. Complete specifications of any substitutes must be submitted to the State prior to construction, and must meet the following minimums:

Construction	Level Loop
Pitch	351
Pile units per inch	10
Pile units per sq. inch	130
Pile height average	.135"
Face yarn weight	20 oz.
Yarn size	1245/2
Fiber content	100% CF Antron nylon with static control

Rubber Floor Tile by Endura, series .130, round profile, with a 10 year warranty shall be used in the following areas: waiting room, and janitor closet. Rubber Wall Base products shall comply with FS SS-W-40, Type 1. Colors shall be selected by the Lessee.

- 9.4 Painting:** All exterior surfaces and materials requiring paint shall be prime coated plus two coats of Sherwin Williams Pro-Mar alkyd flat exterior finish, or Sherwin-Williams SWP exterior gloss paint.

All porous exterior surfaces (e.g. unpainted wood) shall be sealed with two coats of Thompson's Water Seal following the manufacturers application instructions.

Interior surfaces requiring paint shall be prime coated plus two coats of Sherwin Williams Pro-Mar Latex Eg-Shel Enamel. Concrete block walls shall receive one coat of Sherwin Williams Pro-Mar Block Filler and two coats of Sherwin Williams Pro-Mar Latex Eg-Shel Enamel.

Interior and exterior finishes and color selections shall be approved by the State. A schedule of colors and finishes shall be prepared by the Lessor and approved by the Lessee.

## DIVISION 10 - SPECIALTIES

- 10.1 Metal Toilet Compartments:** Provide and install 60" metal, baked enamel finish, floor mounted, overhead braced toilet partitions in restrooms. Doors and partitions shall be flush type, 1" thick consisting of two sheets assembled over and cemented under pressure to a 7/8" thick sound deadening fiber core. Partitions, head rails and all edge molding shall be of 20 gauge steel, door panels of 22 gauge steel and stiles of 16 gauge steel. Surfaces shall be coated with an oxide primer, baked on, before assembly. Partition panels shall be fastened to walls with tamper resistant toggle bolts, expansion bolts and inserts of approved design. All partition layouts shall comply with the Americans With Disabilities Act Architectural Guidelines (ADAAG), and with Michigan Barrier Free Law.
- 10.2 Interior Signs:** Interior lettering and panels signs shall be provided and installed per the User Agency. Actual mounting heights and exact location shall be verified in the field by the State. Provide samples of cast acrylic sheet and plastic laminate for initial selection of color, pattern and texture. Provide handicap signs at restrooms and entrances as required and in conformance with ADAAG and Michigan Barrier Free.
- 10.3 Operable Partitions:** Provide and install folding panel partition wall system in Conference Room or in room(s) designated by the Lessee. Panel system shall consist of two parallel walls independently suspended, with lockable seal-tight sliding latch. Units shall be overhead track supported that allows for positive alignment. It shall be suspended by nylon-tired double steel ball bearing rollers and hanger pins. Each panel shall have a vinyl sweep strip top and bottom for perimeter seal. Interior surfaces shall have a continuous blanket of foil backed insulation of two pound density. The panels shall have a laboratory sound rating of STC-45 or better. It shall be constructed totally of non-combustible materials that are scratch, tear and peel resistant. Components of system shall be totally replaceable and repairable by regular maintenance personnel. Nominal heights of panels to be 9'-0". An adjustable mounting bracket is necessary. Panel wall shall be installed by manufacturer or authorized representative. Track headers, support and vertical clearances shall be provided to meet weight factors and tolerances as specified by manufacturer, and be installed so they do not interfere with ceiling grid or tiles. Additional building support may be required to carry weight of wall. Provide drywall partition from door head to deck above for sound control. Colors to be compatible with interior room color specified, and be chosen by the Lessee.
- 10.4 Toilet Accessories:** Provide the following restroom accessories. Model Numbers are taken from the Bobrick Washroom Equipment, Inc. catalog:



- a) Toilet Tissue Dispenser No. B-288.  
Provide one in each privacy stall.
- b) Napkin-Tampon Vendor No. B-2802X250, surface mounted. Provide one in each women's restroom
- c) Napkin Disposal No. B-354, partition mounted.  
Provide one in each women's privacy stall.
- d) Soap Dispenser No. B-2112, surface mounted.  
Provide one for each lavatory.
- e) Paper Towel Dispenser No. B-262, surface mounted.  
Provide one in each staff restroom, and lunch room.
- f) Grab Bars No. B-6206.99X52, concealed mounting.  
Provide two for each handicapper accessible privacy stall.
- g) Touch Button Hand Dryers No. B-7017, platinum finish, surface mounted.  
Provide one in each restroom.
- h) Framed Mirror No. B-290, wall mounted on concealed hangers, 24" X 36".  
Provide one over each lavatory with one suitably mounted for handicapper use. Alternatively, provide a single plate mirror over entire lavatory counter, mounted for handicapper use.

**10.5 Fire Extinguishers, Cabinets and Accessories:** Provide UL-listed extinguishers, cabinets and accessories from a single manufacturer such as J.L. Industries or Larsen's Manufacturing Company that comply with authorities having jurisdiction.

**Extinguishers shall be Pressurized Solid AFFF Type: UL-rated 3-A: 40B, 2 ½ gallon nominal capacity, in stainless steel container with pressure indicated gauge. Provide recessed aluminum cabinets with clear anodic coating.**

\* delete if not applicable

**DIVISION 11 - EQUIPMENT**

**(Deleted, not applicable.)**

## DIVISION 12 - FURNISHINGS

- 12.1 Open Office Partitions:** Open-space partitions (modular system furniture) will be furnished, and installed by the State. It will be the Lessor's responsibility to complete the electrical connections from the overhead electrical grid to the power drops (power poles) for the modular furniture (see Division 16, Electrical).
- 12.2 Vertical Blinds:** All windows shall be equipped with vertical blinds. The slats are to be 3 ½" wide vinyl. Blinds shall have 180/ rotation and full retract for the flexible adjustment of light intensity. They shall be easy to maintain and repair, and shall conform to interior office design and colors. Interior glass partition walls will require the same window treatment. Locations will be identified by the State. Color selection by the Lessee. If leased space is within an existing facility using horizontal blinds, match facility standard.\*

\* delete if not applicable

**DIVISION 13 - SPECIAL CONSTRUCTION**

**(Deleted, not applicable)**

## DIVISION 14 - CONVEYING SYSTEMS

(Deleted, not applicable)

## DIVISION 15 - MECHANICAL

**15.1 Perimeter Heating System:** (Existing facility will be evaluated on an individual basis.)

**General:** Perimeter hot water heating system shall be divided into a minimum of four independent temperature control zones.

Location of the electrical outlets on exterior walls shall be coordinated with the mounting of the baseboard covers.

**Design Conditions:** The hot water perimeter heating system shall be capable of maintaining 68°F during the heating season without reliance on supplemental heat from the HVAC system.

The perimeter heating system shall be sized assuming no interior partitions to impede the transfer of heat from the perimeter heating system to interior spaces. The temperature control system shall be utilized to regulate exterior zone temperatures during normal operation of the perimeter heating system.

**Baseboard Units:** The building shall be equipped with a hot water baseboard radiation heating system installed around the perimeter of the building. The perimeter hot water heating system shall consist of "Slant Top" style, fin-tube baseboard radiation unit through all occupied spaces along exterior walls. Radiation hangers and enclosure shall be supported by a **full wall backplate**. Slant top baseboard covers shall extend the full width of each space and shall have corners and end caps manufactured by the same supplier. Baseboard units covers shall be constructed of 14 gauge steel, similar to Sterling Versa-Line Style "S".

**Heating Elements:** The heating elements within the baseboard shall be made of aluminum fin elements press fit to cooper tube. The size and number of fin elements shall be sized accordingly to the building heating requirements.

**Other Elements:** In occupied areas with glass curtains walls and vestibules, floor mounted radiant fintube covers or recessed cabinet unit heaters shall be installed. Floor mounted covers shall be similar to Sterling Versa-Line Style "PM". Recessed cabinet unit heaters shall be similar to Sterling Versa-Line Style "RW".

In unoccupied areas, ceiling mounted unit heaters shall be installed. Unit heaters shall a propeller fan type, equipped with a direct drive motor, guards and accessories.

**Piping and Insulation:** Hot water piping system and equipment shall be insulated with fiberglass type insulation or similar insulating materials.

Insulation on the supply piping within the fin tube covers may be deleted.

**Temperature Controls:** Perimeter Heating: At a preset outside temperature, the hot water system shall activate and circulate water through the system. The water temperature shall be regulated on a reset schedule which is dependent on outside air temperature. Each of the independent temperature control zones shall maintain the space temperature setpoint by modulating a control valve.

**Unit Heaters and Cabinet Heaters:** These units shall be equipped with aquastats that activate the unit fan. Space temperature shall be maintained by modulating a control valve.

## 15.2 Heating, Ventilating and Air Conditioning

**General Office Area:** The building shall be equipped with a combination heating, ventilation and air conditioning system. The system shall have ducted supply and return air. The space above the ceiling shall not be used as a supply or return plenum. The systems shall be sized in accordance with the weather conditions identified in Chapter 13, "Energy Conservation" of the 1993 BOCA Building Code and supplemented by the "Building Code Rules".

All HVAC equipment shall be commercial or light industrial grade and shall be installed at grade or within mechanical rooms for easy access and maintenance. **Roof mounted equipment will not be considered** unless all other options have been exhausted, and only when easy access has been provided.

The HVAC system shall be zoned, with units sized and placed as required by heating and cooling loads on the building. Zoning of systems is dependent on the size, shape and orientation of the building. The perimeter heating system shall be divided into a minimum of four independent temperature and control zones. The HVAC system shall be divided into a minimum of four exterior and one interior temperature control zones. Return air shall be taken from the area supplied or adjacent to the area in the same temperature control zone.

The ventilation and exhaust system shall be sized to maintain a positive pressure throughout the building envelope to limit air and dust infiltration.

No HVAC ductwork shall be installed under the floor slab or underground.

**Special Rooms and Area:** A separate cooling system shall be planned for the enclosed telephone / data equipment room(s). These rooms shall have auxiliary cooling and humidity control systems to satisfy the load requirements identified by the Lessee. The systems shall maintain temperatures between 68°F and 78°F and a relative humidity between 30% and 50%. These auxiliary systems shall be capable of maintaining these temperature and humidity conditions 24 hours per day, seven day per week (do not shut-off during unoccupied times).

### 15.3 HVAC Heating and Reheat System

#### Design Conditions

**HVAC Heating & Reheat Coils:** Hot water heating and reheat coils installed in the HVAC system shall be self draining type with cast iron heads, copper tubes, and aluminum fins. The number of rows and fin spacing shall be optimized to provide the maximum heat with minimum pressure drop. Face velocity across these coils shall be maintained between 500 - 600 feet per minute.

**Heating Coils:** Heating coils installed in the main air handling unit shall be protected against freeze. Filters shall be installed between the air intake and the coil to keep debris from plugging the coil fins.

**Duct Reheat Coils:** Duct reheat coils can be stand-alone or incorporated in the variable air volume boxes.

**Temperature Controls:** Discharge air temperature from the heating coils and reheat coils shall be independently controlled. Discharge air temperature sensors shall control the leaving air temperature from the HVAC unit heating coils. Zone thermostats shall control the discharge temperature from the reheat coils.

Variations in temperature within each control zone, and between zones, shall not exceed 4°F, with the temperature measured from a reference point one foot inside of any exterior wall to the center of the building. The temperature variation from the floor to a height of 30 inches for any employee work station (either conventional desk or open space modular furniture) shall not exceed 2°F. Testing shall be made when the exterior temperature has reached a daily low of 20°F or more for two days.



Controls of the Perimeter Heating System shall be coordinated with the HVAC Heating and Reheat System.

#### 15.4 Ventilation and Exhaust System

**General:** The system shall be ducted supply and return air. The space above the ceiling shall not be used as a supply or return air plenum.

Install an exhaust system with a minimum of four exhaust grills in the waiting room. Waiting room exhaust fans shall be jointly activated by the occupancy control and a manual switch located at the employee side of the reception desk.

##### Design Conditions

**Pressurization:** The ventilation and exhaust system shall be designed and controlled to provide the necessary quantity of outside air to maintain indoor air quality, to satisfy the combustion air requirements, and exhaust requirements in restrooms, waiting rooms and kitchen areas, while maintaining a positive pressure (0.01 to 0.02 inches of water column) within the building.

**Ventilation:** Ventilation requirements shall meet the minimum specifications contained in the BOCA Mechanical Code for the occupancy areas. The following values shall be considered a minimum acceptable level.

General Office	20 cfm/person, or 0.2 cfm/sq. ft. of occupied floor (Which ever is greater)
Kitchen / Lunch	30 cfm/person
Waiting Room	35 cfm/person

**Outside air and Recirculation:** Not more than 67% of the ventilation air shall be recirculated. The remaining 33% or 5 cfm/person shall be fresh outside air.

**Exhaust air:** Exhaust air from kitchen areas and restrooms shall meet the minimum specifications contained in the BOCA Mechanical Code for the occupancy areas.

**Ductwork:** Fabricate ductwork from a minimum 24 gauge zinc-coated (galvanized) steel, lock-forming quality sheets conforming to ASTM A527. Zinc coating thickness: "Commercial" Class G90, except a minimum of 2 oz. per sq. ft. where the metal is exposed to the weather.

Ductwork shall be constructed in accordance with SMACNA "HVAC Duct Construction Standards - Metal and Flexible", First Edition, 1985.

Insulate concealed ductwork with Owens Corning all service duct wrap type 100 with FRK vapor barrier facing or foil backing. Insulate exposed ductwork with rigid board insulation over mechanical fasteners. Insulation shall meet UL-181. Duct insulation shall be installed on all ductwork in unconditioned spaces, and outside air ducts between the louver and air handling unit.

Flexible ductwork and assemblies shall meet the Class 1 requirements of NFPA 90A and 90B, and labeled by UL with a flame spread of 25 or less and a smoke development rating of 50 or less, in compliance with UL 181. Flexible ducts shall be limited to a maximum length of 5 feet and no section over 2-1/2 feet shall be unsupported.

#### **Duct Accessories:**

Fire dampers shall be installed in all required locations.

Diffusers shall be of the following type and sized to meet demand:

- Type #1 Grillmaster #CB 404, curved blade registers. Key operated opposed blade dampers.
- Type #2 Grillmaster #RN-PT series round neck perforated diffuser for grid type ceilings.
- Type #3 24" x 24" eggcrate return diffusers, for grid type ceiling.

#### **Ventilation Controls:**

Minimum outside air volumes shall be maintained at all times with minimum limits on outside air dampers.

Enthalpy based economizer controls shall be included to provide free cooling during the spring and fall.

Continuous air circulation and exhaust shall be provided during occupied hours.

Exhaust systems for toilet rooms and janitor closets may be controlled by manual switches connected to individual room light switches.

Waiting room exhaust fans shall be jointly activated by the occupancy control and a manual switch located at the employee side of the reception desk.

## **15.5 Air Conditioning System**

**General:** The system shall have ducted supply and return air. The space above the ceiling shall not be used as a supply or return plenum.

Each employee in the building will have a personal computer. There will also be peripheral equipment such as printers. The heat generated by this equipment shall be included in the cooling system design calculation. A value of 1,500 Btu's per person shall be used in the design of the HVAC system.

Cooling system can utilize either direct expansion (DX) or chilled water system. The condenser sections for either system shall be air cooled, and sized to reject the maximum heat load with outside air temperatures identified the BOCA Building and Mechanical Codes.

**Design Conditions:** The HVAC for conditioning system shall be capable of maintaining temperatures in the range of 68°F and 78°F, and dehumidify or humidify to maintain a relative humidity in a range between 15% and 50% depending on the season.

**Ductwork:** Fabricate ductwork from a minimum 24 gauge zinc-coated (galvanized) steel, lock-forming quality sheets conforming to ASTM A527. Zinc coating thickness: "Commercial" class G90, except a minimum of 2 oz. per sq. ft. where the metal is exposed to the weather.

Ductwork shall be constructed in accordance with SMACNA "HVAC Duct Construction Standards - Metal and Flexible", First Edition, 1985.

Insulate concealed ductwork with Owens Corning all service duct wrap type 100 with FRK vapor barrier facing or foil backing. Insulate exposed ductwork with rigid board insulation over mechanical fasteners. Insulation shall meet UL-181. Duct insulation shall be installed on all ductwork in unconditioned spaces, and outside air ducts between the louver and air handling unit.

Flexible ductwork and assemblies shall meet the Class 1 requirements of NFPA 90A and 90B, and labeled by UL with a flame spread of 25 or less and a smoke development rating of 50 or less, in compliance with UL 181. Flexible ducts shall be limited to a maximum length of 5 feet and no section over 2-1/2 feet shall be unsupported.

**Duct Accessories:**

Fire dampers shall be installed in all required locations.

Diffusers shall be of the following type and sized to meet demand:

- Type #1 Grillmaster #CB 404, curved blade registers. Key operated opposed blade dampers.
- Type #2 Grillmaster #RN-PT series round neck perforated diffuser for grid type ceilings.
- Type #3 24" x 24" eggcrate return diffusers, for grid type ceiling.

**Temperature Controls:** Variations in temperature within each control zone, and between zones, shall not exceed 4°F, with the temperature measured from a reference point one foot inside of any exterior wall to the center of the building. The temperature variation from the floor to a height of 30 inches for any employee work station (either conventional desk or open space modular furniture) shall not exceed 2°F. Testing shall be made when the exterior temperature has reached a daily peak of 80°F or more for two days.

**15.6 Humidity Control System**

**Design Conditions:**

<u>Season</u>	<u>% RH Range</u>
Winter	15% - 30%* *(Reduce to 15% when outside temp. below 20°F)
Spring/Fall	30% - 50%
Summer	30% - 50%

**Humidification:**

**Electric Steam Humidifier:** Humidifier shall be a self-contained, electric steam generating type of the size and capacity required. Separate humidifiers shall be installed within each of the HVAC temperature control zones. Each humidifier shall include a water filter cartridge, pressure regulating valve, and solenoid valves on the supply and drain lines. The humidifier shall be similar to Nortec Industries "MP" Series.

**Piping:** Water supply and drain piping shall be type "L" copper and insulated with "Arma-Flex" M" nominal wall thickness closed cell foam insulation. Supply piping to the humidifier shall be a minimum M" diameter, drain pipe shall be sized in accordance with manufacturer's recommendation.

## 15.7 Plumbing and Drainage System

**General:** All supply pipes, fixtures, and drains shall be installed according to manufacturer recommendations and local codes.

All faucets, valves and fixtures shall be of water-saving design.

Domestic water systems shall be constructed of type "L" copper with sectionalization and isolation valves installed at branch connections.

Storm and sanitary piping shall be service weight cast iron or polyvinyl chloride (PVC).

Domestic water and interior roof conductors shall be insulated the entire length for temperature control, prevent condensation, and for sound control.

**Water Supply and Drain Connections:** Provide hot and cold water line feeds and drain connections to the following locations when included in overall facility floor plan.

- Restrooms
- Janitor Closets
- Kitchen
- Lunch Room
- First Aid Room
- Concession Stands

**Restroom Fixtures:** Restroom sinks, toilets and urinals shall be white, commercial grade, vitreous china, and shall be installed in accordance with Barrier Free Design requirements where applicable.

Toilets shall be wall mounted, elongated rims and siphon jet flush action, with top spud for flush valve similar to American Standard "Afwall EL 1.6".

Toilet seats shall be white, heavy duty, solid plastic open at the front and coverless. Seats shall have stainless steel hinges and built-in bumpers similar to American Standard "Royal" (0039375).

Urinals shall be mounted, vitreous china, washout flush action, with top spud for flush valve, similar to American Standard "Washbrook 0.7" (6501.010).

Toilets and urinals shall be equipped with flush valve hardware similar to Sloan "Royal Flush #110-YB".

Provide chair carriers for toilets and urinals.

Restroom sinks shall be self rimming, white vitreous china measuring 20" long x 17" wide x 8" deep, with 4" faucet centers, similar to American Standard "Aqualyn" (0476.028).

Restroom shall be equipped with chrome plated, heavy-duty, commercial grade, single control faucets (without pop-up hole) similar to American Standard "Reliant" (2385.278). Each sink shall be equipped with a polished chrome "Grid Drain" tailpiece for vitreous china similar to American Standard (2411.015) and (7723.018) "Offset Grid Drain" for wheelchair lavatories.

#### **Kitchen/Lunchroom and Conference Room Fixtures:**

**All sinks**, shall be handicapped assessable.

Kitchen/Lunchroom sink shall be self rimming, 20 gauge stainless steel with double basins of equal size similar to Moen "Sani-Sink" (22114). Overall sink size shall be approximately 24" long x 21" wide x 7.5" deep.

Conference Room sink shall be self-rimming, 20 gauge stainless steel with a single basin similar to Moen "Sani-Sink" (22117). Overall sink size shall be approximately 24" long x 21" wide x 7.5" deep.

Faucet sets for Kitchen/Lunchroom and Conference Room shall be chrome plated, heavy-duty, commercial grade, single control faucets without spray similar to American Standard "Reliant" (4205.600).

Kitchen/Lunchroom sink shall be equipped with an "In-sink-erator" commercial quality 1/2 hp garbage disposal with sound insulation, lifetime lubricated bearings, and stainless steel impellers, grinding chamber and shredder.

## Miscellaneous

**Electric Water Cooler:** Provide an electric water cooler and drinking fountains combination unit. Located adjacent to the public restrooms. Additional units shall be provided as required by local codes. Each unit shall be "Barrier Free Design", similar to Halsey Taylor Model BCF-7F. Housing and bowl shall be satin finish stainless steel. Each unit shall be installed to meet Michigan Barrier Free Law and ADAAG.

**Service Sink:** Provide in janitor closet(s) shall be enameled cast iron, approximately 20" long x 16" wide x 10-1/2" deep similar to American Standard Akron (7696.016).

Faucets for the service sink shall be commercial grade, heavy cast brass, chrome finish, with anti-siphon device, threaded spout for hose, and a pail hook similar to American Standard Faucet # 8344.111.

### Floor Drains and Cleanouts

**Floor drains:** Provide in each restroom, and janitor closet, and as required by local codes.

Floor drains in occupied space shall have nickel bronze finish, heel proof grid top with automatic trip primer. Coordinate type of cover with specific floor covering. Floor drains in occupied spaces shall be similar to Zurn Model Z-415. Floor drains in unoccupied spaces shall be similar to Zurn Model Z-507-5.

Cleanouts for roof conductors and drain pipe shall have cleanouts installed at changes in direction and along their length as required by local codes and good engineering practice. The cleanouts located in occupied spaces shall have decorative cover or located behind removable covers. Cleanouts and decorative covers shall be similar to Zurn Model 2-1400.2. Coordinate type of cover with specific wall and floor covering.

**Hose Bibbs:** Provide exterior hose bibbs for watering the landscape. At least one hose bibb shall be installed on each exterior wall with a maximum spacing of 100 feet between hose bibbs. Hose bibbs shall be freeze proof with anti-siphon devices similar to Zurn Model Z-1315 Wall Hydrant.

- 15.8 Temperature Control System:** Temperature control system may be either direct digital control (DDC) or pneumatic. DDC is preferred unless the owner has other facilities in close proximity utilizing pneumatic controls.

The overall system shall provide automatic energy management including but not be limited to such features as automatic setback for nights, weekends and holidays, and automatic variable outside air ratio dampers for economizer or enthalpy control.

Thermostat controls shall be located in a locked cabinet in the mechanical room and connected to remote sensors distributed throughout the Leased premises.

Humidistats shall be located throughout the Leased premises and provided with locking covers, or located in the return air plenum of the HVAC system.

- 15.9 Testing and Balancing Mechanical Systems:** Independent air and hydronic system balancing tests shall be performed by certified testing firms. Results of these tests shall be submitted to the State as a condition of final acceptance of the Leased Premises. Random testing may be required during acceptance inspection.



## DIVISION 16 - ELECTRICAL

- 16.1 Required Submittals: (Existing facility will be evaluated on an individual basis.)** Complete shop drawings and manufacturer's catalog data shall be submitted to the Lessee and approved by the Lessee prior to start of any construction work. Power and lighting panel configuration shall be complete with schedule of branch panels, separate disconnects, and circuit breakers, based on calculated and estimated motor, resistive and lighting loads. All circuits shall be labeled at the panel and at the outlet/power pole for future reference.

Location of all electrical receptacles and telephone outlets (including power drops for the modular furniture system) shall be designated on a floor plan showing the modular furniture layout provided by the Lessee. Said floor plan shall be available no later than four weeks after approval of construction plans are received.

- 16.2 Electrical Service:** Electrical service for new construction or a renovated existing building shall be 480/277 Volt, 3-phase, 4-wire or approved equal. Service shall be sized for HVAC and other mechanical system(s) loads, lighting, general building services, and dedicated computer based office equipment loads. Five (5) watts per square foot shall be provided for lighting and general service receptacles and five (5) watts per square foot shall be provided for computer based office equipment. Size of neutral conductor of three phase circuits shall be twice that of phase conductor to accommodate potential harmonic currents associated with computer system electronic power supplies and fluorescent lighting fixtures electronic ballasts.

An adequately sized three phase "wye" wound step down transformer shall be provided to supply 208/120 Volt, 3-phase power, for lighting, general service receptacles and dedicated computer based office equipment.

Dedicated, isolated ground circuits shall be supplied from separate isolated ground power distribution panel(s). General service receptacles shall be supplied from separate receptacle power distribution panel(s). Lighting circuits shall be supplied from separate lighting panel(s). Panels shall have 20% spare capacity and be complete with 10% spare breakers of each size, but no less than one spare.

No more than four duplex receptacles shall be connected to any single 20 Amp dedicated isolated ground circuit or general service circuit. Provide tot guards over receptacles in waiting rooms and tot room.

**16.3 Surge Suppressor:** The building's main electrical service shall be equipped with a transient voltage surge suppressor ahead of the distribution panels. The surge suppressor shall be either an Atlantic Scientific Corp ZONEMASTER Model ZMS140-E or ZMS140-F, or an approved equal, appropriately sized for the anticipated building load.

**16.4 Workstations:** Each employee workstation (office or cubicle) shall be equipped with a minimum of one isolated ground 120 Volt 20 Amp duplex receptacle (orange) supplied by a dedicated 20 Amp, isolated ground circuit, and two standard 120 Volt 20 Amp duplex receptacles supplied by a 20 Amp general service circuit.

Each group of eight (8) workstations will require one (1) isolated ground 20 Amp duplex receptacle (orange) for computer printers supplied by a dedicated 20 Amp, isolated ground circuit. No more than two isolated ground 20 Amp duplex receptacles (orange) designated for printers are to be supplied by a dedicated 20 Amp isolated ground circuit.

**16.5 Copy Machines:** Each copy machine will require one (1) isolated ground 20 Amp duplex receptacle (orange) supplied by a dedicated 20 Amp circuit isolated ground circuit. No more than one isolated ground 20 Amp duplex receptacles (orange) designated for a copy machine is to be supplied by a dedicated 20 Amp isolated ground circuit.

**16.6 Electrical Distribution:** Electrical distribution for open office areas shall be through covered wireway(s) above the ceiling. Electrical wiring shall be enclosed in minimum 3 inch wide metallic raceway with junction boxes spaced on a 15'x15' grid. Each junction box is to contain the eight wires to be compatible with the Haworth Power Base furniture. The grid is to include a twelve foot greenfield drop at each junction box on the 15'x15' grid. Each drop is to contain three dedicated circuits with separate neutrals for each circuit: one isolated ground circuit and two circuits with a common ground. Open office area includes all work spaces where more than one employee is stationed.

Raceway shall be provided for telephone/data cabling of sufficient size to accommodate three four-pair, level 5, twisted pair cable to each office, conference room and modular furniture workstation. This raceway shall originate in the Tele/Data room and shall run parallel to the electrical distribution raceway.

**16.7 Power/Data/Communication Poles** (drops) will be supplied by the Lessee and installed by the Lessor. Installation of power drops (i.e. direct and complete connection to the modular furniture system) shall be the responsibility of the Lessor. All units shall be coordinated with electrical contractor.

**16.8 Interior Lighting Requirements:** Each office, interview room, visitation room, hearing room and conference room shall be equipped with a minimum of five (5) 120 Volt 20 Amp duplex receptacles one of which will be on a dedicated, isolated ground circuit. All other walls shall have duplex receptacles at 12'-0" o.c. The overhead electrical grid power drops shall not be used to satisfy this requirement. The power drops are for the modular furniture system only.

A 125/250 Volt 50 Amp range outlet shall be installed in the lunchroom.

Provide duplex receptacles supplied by general service circuits for refrigerator, microwave and vending machines at Lessee designated locations. Provide 30 amp receptacles for Data Room. Provide 3 wire, two pole, and 10 guage wire.

Office space lighting levels shall be in accordance with the latest recommendations of the Society of Illuminating Engineers, or a minimum maintained lighting intensity of 70 foot candles at desktop level, which ever is greater. Task lighting shall not be used to satisfy specified levels for general lighting. Unless otherwise identified, all interior lighting fixtures shall be 1'x4' Metalux fluorescent troffers, or approved equal, installed in a staggered pattern. Each troffer shall be equipped with two General Electric F32T8/SPX35/RS light tubes. Each two (2) troffers shall be equipped with (1) electronic ballast. Ballasts shall be parallel wired to prevent loss of light from both fixtures when one tube fails. Troffers shall be equipped with silver specular reflectors having a minimum reflectivity of 92%. Troffers shall be equipped with parabolic diffusers having a minimum depth of 3". Troffers shall be installed to provide wall-washing light along the entire perimeter of open areas.

Permanently design corridors and unused space with floor to ceiling walls shall be lighted in accordance with the recommendation of the Society of Illuminating Engineer's Standard.

Provide exit lighting as required by code. Exit signs shall be self-luminous LED type.

Provide battery operated rechargeable automatic emergency egress lighting in interior of building to adequately light all exit areas, stairs, hazardous areas, or other occupied areas. Emergency egress lighting is a safety-related item and compliance to various codes is required.

Task-lighting will be incorporated into the partition system of the building's open plan office areas, except for group interview areas. Task-lighting fixtures will be provided by the State. Installation will be coordinated with the work being performed by the Lessor during construction.

Lighting for each room and office shall be switched individually at the room entrance. Light switching in open areas shall be zoned such that no zone exceeds 1,000 square feet. Wall mounted infrared or ultrasonic occupancy sensor shall be provided in conference, visitation, hearing, and other public meeting space. Lavatory lighting shall be turn on and off by switches.

Suitable lighting shall be provided over all lavatory and vanity counters.

**16.9 Hand Dryers:** Men's and Women's restrooms shall have electric hand dryers. Employee restrooms shall each have one 120 Volt 20 Amp GFI duplex outlet at the counter.

**16.10 Exterior Lighting Requirements:** Provide security flood lighting around perimeter of building. Parking lot shall be illuminated to two (2) foot candles at the parking surface. All exterior lighting shall be vandal resistant.

All exterior lighting shall be controlled by photoelectric light sensing devices.

Separate circuits, special receptacles, outlet boxes or covers shall be provided.

**16.11** The lessor shall provide space for burglar alarm equipment, public address system equipment and telephone equipment with necessary power supplies and/or receptacles. Equipment will be supplied by the Lessee. Installation shall be the responsibility of the Lessee, and may be made during construction in conjunction with other work being performed by the Lessor.

Provide one 120 Volt, 20 Amp power supply circuit from a separate breaker in the general service power panel to the parking attendant booth if specified in Division 2. Provide an empty conduit with pull wire for telephone service from telephone closet to attendant booth. Service runs shall be made underground, and terminate at standard receptacle and/or outlet height(s) inside booth.

The Lessor shall provide street access conduits for communications and/or data circuits, UL rated fire retardant plywood equipment mounting boards, conduits and/or wireways internal to the building, and dedicated 120 Volt - 20 Amp circuit(s) (isolated ground receptacles) served from the isolated ground power distribution panel. Standard 20 Amp duplex receptacles supplied from the general service power panel shall also be provided. Provide the other requirements for the telephone/data equipment room as shown. All associated costs shall be borne by the Lessor. Back boards on end wall shall be marked "Data Equipment Only" when installed.

Telephone outlets in masonry walls and fixed partitions shall have 3/4" conduit bushed at the top and terminated in a 4" square box with a single gang plaster ring. Supply and install suitable cover plates. Power poles may not be substituted to meet this requirement.

Enclosure "D", 1 page, to Lease #10739 by and between County of Alpena, and the State of Michigan for the Department of Transportation.

S A M P L E

Date

Lessor Name/Mailing Address

Attn: Name of Lessor

Subject: Department of XXXXXXXXXXXX, Located at 1445 XXXXXXXXXXXX Avenue, Anytown, Michigan (#1234)

A review of the lease between XXXXXXXXXXXXXXXXXXXX and the State of Michigan for the above facility has been requested. Information obtained from this review might be used in negotiations for a possible change in ownership or financing of the facility.

The undersigned [is/is not] in possession as a tenant of certain rental space situated at [address of premises], Michigan, consisting of x,xxx square feet of [office/ warehouse/ residential/ (other)] space with a monthly rental of \$xx,xxx.xx. In connection therewith, the undersigned represents as follows:

The Leased premises [are/ will be] occupied pursuant to a certain written Lease dated [month/ day/ year] between the State of Michigan, as Lessee and [Lessor's name], a [corporation/ partnership/ trust/ estate etc.] as Lessor. Such Lease is presently in full force and effect [and has been amended "x" times].

The term of possession provided in the Lease [commenced/ commences] on [month/ day/ year] and expires on [month/ day/ year]. Renewal options are provided which can be exercised to extend possession to [month/ day/ year]. [Actual possession took place on [month/ day/ year] at which time rental payments started]. [An agreement [was/ was not] written to change the Lease dates to coincide with the date of possession].

This Lease [may] contain(s) a [lump-sum/ rental rate] adjustment clause for [liability insurance/ real property taxes/ other].

The undersigned [has/ has not] accepted possession of the Leased premises. Obligations or improvements required by the terms of said Lease, to be furnished or made by the Lessor to the premises, have been completed to date to the satisfaction of the undersigned with the exception of the following items:

- 1. [items listed here], 2. etc., and 3., etc.

The most recent rent paid to the Lessor or Lessor's agent was for the month of XXXXX; no rent has been paid more than thirty days in advance of its due date. There is no security deposit. The last payment of its proportionate share of real property taxes and insurance was made by the undersigned to the Lessor on [month/ day/ year] as a part of the regular monthly rental payment; no such payment has been made more than thirty days in advance of its due date.

The State [pays utilities directly with the exception of water and sewer service; proportional payment for water and sewer service made directly to the Lessor upon presentation of a billing document from the city. Common area expenses are paid as a part of the monthly rental].

The undersigned knows of no default or breach of the Lease by either the Lessor or State except obligations or improvements listed above - if any. The Lessor holds no deposit or other property of the State. There are no offsets, claims, or rent deductions except those which might be made by the State by its Department of XXXXXXXXX. The Lessor should contact [name of State agency contact person] for information about rent deductions. The Lease (as amended) represents the entire agreement between the parties as to the Leased premises.

Sincerely,  
[ name ], Manager  
Real Estate Division  
XXX:xxx cc: Department contact person

S A M P L E

NONDISTURBANCE AGREEMENT

This Agreement between \*\*, hereinafter called "Mortgagee," the State of Michigan by the Department of Management and Budget for the Department of \*\*, hereinafter called "Lessee," and \*\*, hereinafter called "Lessor," which terms "Lessor," "Lessee," and "Mortgagee" shall include the successors and assigns of the respective parties.

THE FOLLOWING is a recital of facts underlying this Agreement:

By State Lease #\*\*\*\*, [as amended], which is by reference made a part of this Agreement (hereinafter the Lease), Lessor in consideration of the rents reserved therein, and of the terms, covenants, conditions, and agreements set forth in the Lease, has demised and let to Lessee, and Lessee has leased from Lessor, certain premises described in Lease paragraphs 2.1 and 2.2, located in \_\_\_\_\_, for an original term extending until (date), and for any exercised extensions.

Mortgagee is the holder of a mortgage made by (name of Lessor), dated \_\_\_\_\_ which mortgage covers the real property described in Lease paragraphs 2.1 and 2.2 and buildings thereon, and other property, rights, franchises and privileges more particularly described in the Mortgage (which collectively are herein called the "Mortgaged Property").

Lessor is the owner and holder of title to the Mortgaged Property.

Mortgagee shall recognize Lessee's rights under the Lease in the event of a foreclosure of Mortgagee's lien.

The parties agree as follow:

So long as Lessee is not in default (beyond any period given Lessee to cure such default) in the payment of rent or additional rent, or the performance of any other terms, covenants, or conditions of the Lease, Lessee's possession under the Lease and Lessee's rights and privileges thereunder, or under any extensions or renewals thereof that may be affected in accordance with any option contained in the Lease, shall not be diminished or interfered with by Mortgagee. (The term "Mortgagee" shall include any purchaser at a foreclosure sale). Lessee's occupancy shall not be disturbed by Mortgagee during the term of this Lease or any extensions or renewals thereof.

As indicated in Lease Article X, when Mortgagee is substituted as the Lessee's Lessor, Mortgagee is subject to the obligation of the Lease including any amendments to the Lease. It is the intention of the parties hereto to incorporate the Lease into this Agreement by reference with the same force and effect as if set forth fully verbatim herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Witnesses:

Lessee:  
State of Michigan

\_\_\_\_\_  
1st witness:  
Print name of witness

By: \_\_\_\_\_  
(name typed)  
Title: \_\_\_\_\_

\_\_\_\_\_  
2nd witness:  
Print name of witness

Date: \_\_\_\_\_

I State of Michigan, County of \_\_\_\_\_

I \_\_\_\_\_  
Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_  
I the \_\_\_\_\_ of \_\_\_\_\_,

I State of Michigan.

I \_\_\_\_\_, Notary Public in the County of \_\_\_\_\_,

I Notary signature

I Acting in the County of \_\_\_\_\_, State of Michigan. My Commission expires: \_\_\_\_\_

Witnesses:

\_\_\_\_\_

1st witness:  
Print name of witness

\_\_\_\_\_

2nd witness:  
Print name of witness

Lessor:  
(name of Lessor)

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

(name typed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

I State of Michigan, County of \_\_\_\_\_.

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_  
Name of Lessor

I the \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_, Notary Public in the County of \_\_\_\_\_.

Notary signature

Acting in the County of \_\_\_\_\_, State of Michigan.

My Commission expires: \_\_\_\_\_.

Witnesses:

\_\_\_\_\_

1st witness:  
Print name of witness

\_\_\_\_\_

2nd witness:  
Print name of witness

Mortgagee:  
(name of mortgagee)

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

(name typed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

I State of Michigan, County of \_\_\_\_\_.

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_  
Name of Mortgagee

I the \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_, Notary Public in the County of \_\_\_\_\_.

Notary signature

Acting in the County of \_\_\_\_\_, State of Michigan.

My Commission expires: \_\_\_\_\_.