

1 LEASE AGREEMENT

2 THIS LEASE AGREEMENT (the "Lease"), made and entered into
3 this 17th day MARCH, 2010, by and between CITY OF LAS
4 VEGAS, hereinafter referred to as LESSOR, and the STATE OF
5 NEVADA, DEPARTMENT OF ADMINISTRATION, DIVISION OF BUILDINGS AND
6 GROUNDS, hereinafter referred to as LESSEE, for and on behalf of
7 the DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF WELFARE
8 AND SUPPORTIVE SERVICES, hereinafter referred to as TENANT
9 (hereinafter collectively known as "the Parties").

10 W I T N E S S E T H:

11 For and in consideration of the rents herein reserved and
12 the covenants, terms and conditions herein contained, the LESSOR
13 does by these presents lease unto LESSEE the following described
14 property:

15 30,840 usable square feet of office space (the "Demised
16 Premises") located at 1040 West Owens, Las Vegas,
17 Nevada 89106-2520.

18 **ONE. TERM OF LEASE.** Subject to Section Thirty-One below,
19 LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from
20 LESSOR, 30,840 usable square feet of office space located at
21 1040 West Owens, Las Vegas, Nevada, effective upon approval of
22 the Board of Examiners, expected to be approved on April 13,
23 2010, commencing May 1, 2010, and terminating on April 30, 2012.
24 It is hereby specifically and expressly agreed by the Parties
25 hereto that this Lease or any renewal thereof shall be

1 terminated immediately if for any legitimate reason, action, or
2 mandate on the part of the Executive Branch of the State of
3 Nevada, the Nevada State Legislature and/or the Federal
4 Government limits, restricts, or impairs TENANT's funding or
5 ability to satisfy its rental payment obligation. TENANT shall
6 pay the Rent for the month in which such occurrence and
7 termination takes place and shall have no other Rental payment
8 obligation to LESSOR thereafter under this Lease or for the
9 Demised Premises. The LESSOR shall retain its other remedies
10 which are provided in the Lease but the LESSOR shall have no
11 rights to collect any further rents from TENANT. Proof by
12 TENANT of a diminution in funding which was intended to be used
13 as all or part of the funding for the payment of the rental
14 under this Lease shall be sufficient if copies of supporting
15 state or federal documents are furnished to LESSOR or if the
16 Executive Director of TENANT provides his Affidavit that such
17 funding or other limiting eventuality has occurred.

18 **TWO. COMPLIANCE WITH THE LAW.** The LESSOR shall promptly
19 execute and comply with all statutes, rules, orders, building
20 codes, fire codes (including but not limited to required fire
21 extinguishers), ordinances, requirements, and regulations of the
22 City, County, State, and Federal governments, including OSHA,
23 the Americans with Disabilities Act of 1990 (42 USC Section
24 12101 through 12213 and 47 USC Sections 225) and their
25 underlying regulations and rules, which are applicable to the

1 Demised Premises. Nothing herein contained shall be construed
2 to restrict the LESSOR from contesting the validity of any such
3 regulations, rule, or ordinance, provided the LESSOR indemnifies
4 the LESSEE to its reasonable satisfaction against the
5 consequences of non-compliance during the period of dispute.

6 **THREE. AUTHORITY.** LESSOR and TENANT understand that per
7 Nevada Revised Statutes, NRS 331.110 the Chief of Buildings and
8 Grounds is responsible for leasing and equipping office space
9 for TENANT under this Lease. LESSOR and TENANT at no time shall
10 enter into discussions or negotiations for lease terms and
11 conditions between themselves or their respective agents, if any
12 (State Administrative Manual, SAM 1020.0). Only LESSEE, if
13 deemed in the best interest of the State by LESSEE, has the
14 authority to select and utilize a real estate agent to represent
15 the State in this lease.

16 **FOUR. RENT.** TENANT agrees to pay to the LESSOR as and for
17 rental for said Demised Premises the sum of:

18 **4.1** A monthly total of TWENTY NINE THOUSAND, SIX HUNDRED
19 SEVENTY-SEVEN DOLLARS AND 05/100 (\$29,677.05), from May 1, 2010
20 through April 30, 2011; and

21 **4.2** A monthly total of TWENTY NINE THOUSAND, SIX HUNDRED
22 SEVENTY-SEVEN DOLLARS AND 05/100 (\$29,677.05), from May 1, 2011
23 through April 30, 2012.

24 Rent shall be payable quarterly in advance without offset
25 or deduction except as provided for elsewhere in the Lease on

1 the first day of each quarter to LESSOR at its address in
2 Section Twenty-One below. In the event the Commencement Date of
3 this Lease is not the first day of a calendar month, the Rent
4 shall be prorated on a per diem basis for the calendar month in
5 which the Lease Term begins.

6 **FIVE. PROPERTY TAXES AND OPERATING EXPENSES.** It is
7 understood and agreed between the Parties that the Rent
8 described in Section Four above shall compensate LESSOR for
9 TENANT'S pro rata share of any and all operating expenses
10 attributable to the building complex, the building, or the
11 Demised Premises. There shall be no pass-through of property
12 tax or any type of operating expense to TENANT or LESSEE.

13 **SIX. UTILITIES AND SERVICES.**

14 **6.1 Utilities and Services Provided by LESSOR.** LESSOR, at
15 LESSOR'S sole cost and expense, shall provide the building,
16 common area and Demised Premises with the following utilities
17 and services:

18 a) UTILITIES. Gas, water, sewer and electricity. Hot and
19 cold water sufficient for drinking, lavatory, toilet and
20 ordinary cleaning purposes. Unless specified to the contrary in
21 Section 6.2 below.

22 b) HVAC SYSTEM. A heating, ventilation and air conditioning
23 ("HVAC") system, fully equipped and of sufficient capacity to
24 provide a comfortable, professional office environment in the
25

1 Demised Premises for TENANT'S staff and office equipment. Said
2 HVAC system shall maintain temperatures within the Demised
3 Premises of not less than 68° Fahrenheit in the Winter and not
4 more than 78° Fahrenheit in the summer.

5 c) SERVICES. Unless specified to the contrary in Section 6.2
6 below, LESSOR shall provide and pay for the following:

7 i. Trash collection, to include recycling
8 containers, if available;

9 ii. Pest control (interior and exterior);

10 iii. Elevator service, (if applicable);

11 iv. Provide and service fire extinguishers and any
12 other fire protection/prevention devices as required by
13 governmental regulations;

14 v. On-site security if necessary for the safety of
15 TENANT'S employees and property;

16 vi. Telecommunication entrance facilities to the
17 Building that is provisioned by the State of Nevada contracted
18 Local Exchange Carrier;

19 vii. Telephone and computer/data service including
20 conduit and boxes (LESSEE shall provide and pull telephone/data
21 cable) to be installed within walls and distributed throughout
22 the Demised Premises, the number, size and location of which
23 shall be determined in writing by LESSEE and TENANT;

1 Snow and ice removal at all times when ice is present and
2 when snow reaches a depth of two (2) inches. Snow and ice
3 removal shall be from parking lots, walkways, all entry and
4 exits and any exterior stairs of building(s) in which the
5 Demised Premises is located and other adjacent
6 buildings/structures regularly used by State agencies. LESSOR
7 shall use its best efforts to have the snow and ice cleared,
8 removed and treated prior to 8:00 a.m. Monday through Friday
9 (except State Holidays) and if snow is on-going during the day,
10 to continue to provide this service until 5:30 p.m.

11 **6.2** Utilities and Services Provided and Paid by TENANT.

12 TENANT, shall provide state-owned telephone and computer/data
13 equipment and shall pay for electricity, gas, water and sewer
14 and industry standard user fees for telephone/data services.
15 Trash collection provided by LESSOR. TENANT shall also provide
16 and pay for Janitorial Services (including paper products), for
17 the Demised Premises in accordance with **Exhibit "B"**, Janitorial
18 Requirements and Specifications, attached hereto and
19 incorporated herein.

20 **SEVEN. REPAIR AND MAINTENANCE.** LESSOR, at LESSOR'S sole
21 cost and expense, agrees to provide maintenance and make any and
22 all repairs necessary to keep the building and the Demised
23 Premises in a good condition during the entire Lease Term,
24 including but not limited to: the Building structure, structural
25 elements and systems; public and common areas of the building;

1 fire sprinklers and systems, fire extinguisher service, life
2 safety and security systems (as required by governmental
3 authorities); heating, and air conditioning; (including supply
4 and return air ducts, grills and diffusers); flooring (including
5 but not limited to, carpet, pad, tile, sub-floor and structural
6 floor); interior and exterior paint; exterior and interior
7 lighting (including replacement of fixtures, ballasts and
8 bulbs); interior ceilings (including ceiling tiles and t-bars);
9 electrical; plumbing, pipes, fixtures and equipment (except
10 those owned by TENANT); roofing; exterior and interior walls;
11 windows; doors; stairs; corridors; restrooms; elevator
12 maintenance (if applicable); sidewalk repairs; landscaping
13 maintenance; parking lot repairs; and other similar repairs
14 required as a result of any defect or as a result of the same
15 wearing out or becoming unserviceable or damaged through no
16 carelessness or negligence on the part of the LESSEE or TENANT.
17 TENANT shall reimburse LESSOR for repairs and replacements to
18 the Demised Premises which are necessary due to TENANT'S misuse
19 or negligence. LESSEE and TENANT agree to maintain the Demised
20 Premises and common areas in as good a state of repair as when
21 first occupied, ordinary wear and tear, obsolescence and damage
22 by the elements, fire or other casualty excepted. LESSEE and
23 TENANT shall route requests for repairs and/or maintenance
24 through the property management company or owner.

1 LESSOR agrees to conduct any and all repairs and maintenance
2 to the Demised Premises, the building and common area facilities
3 at reasonable times and without undue inconvenience to LESSEE or
4 TENANT and for which, reasonable access shall be provided
5 thereby. When making repairs, LESSOR shall take necessary
6 actions to protect TENANT'S property and personnel from loss,
7 damage and injury and to avoid disrupting TENANT'S use and
8 occupancy of the Demised Premises. Any substantial impairment
9 of the use or enjoyment of the Demised Premises, the building or
10 the parking lot that is of such extent or nature as to
11 materially handicap, impede or impair TENANT'S use of the
12 Demised Premises and therefore renders the Demised Premises
13 unfit for use by TENANT in the ordinary conduct of its business
14 shall cause the proportionate abatement and reduction in Rent,
15 by way of adjustment of succeeding Rent payments, for such part
16 of the Demised Premises as shall be rendered unusable by TENANT
17 in the conduct of its business during the time such part is so
18 unusable.

19 **EIGHT. REDUCTION OF SERVICES.** The Rent and any other monies
20 payable, if any, is based in part upon utilities, services,
21 repairs and maintenance (hereinafter "Services") which LESSOR
22 shall provide as described in Section Six and Section Seven,
23 above. If Services to be provided by LESSOR are interrupted
24 (except from circumstances beyond LESSOR'S control) and the
25 interrupted Services substantially impair and/or materially

1 handicap TENANT'S intended use or enjoyment of the Demised
2 Premises, TENANT'S rent and any other monies payable, if any,
3 shall be abated proportionately for the period of interruption
4 beginning with the date the interruption in Services began and
5 ending when the Services are restored.

6 Notwithstanding the above, in the event Service is
7 interrupted on heating, ventilation or air conditioning, and/or
8 water, and/or sewer, and LESSOR fails to correct or commence
9 correction within two (2) business days after receipt of written
10 notice from LESSEE or TENANT per Section Twenty-One, below, or
11 in the event any other Service to be provided by LESSOR is
12 interrupted, and LESSOR fails to correct or commence correction
13 within five (5) days after receipt of written notice from LESSEE
14 or TENANT per Section Twenty-One below, LESSEE may authorize
15 TENANT to either: a) cause such repairs to be made by a licensed
16 contractor and at TENANT'S discretion, either have LESSOR billed
17 directly by contractor (if acceptable to contractor) or TENANT
18 may submit a paid invoice to LESSOR for reimbursement; or b)
19 TENANT'S rent and any other monies payable, if any, shall be
20 abated proportionately for the period of interruption beginning
21 with the date the interruption in services began and ending when
22 the services are restored.

23 LESSEE may also authorize TENANT to withhold the payment of
24 rent and any other monies payable, if any, after giving LESSOR
25 notices of two (2) failures to provide a particular Service

1 within a twelve (12) month period until the problem with that
2 Service has been adequately corrected. So as to provide LESSEE
3 and TENANT with reasonable assurance that such interruption
4 shall not occur again during the Lease Term. Upon the third
5 occurrence within a twelve (12) month period, of any failure to
6 provide a particular Service, LESSEE may, at its sole option,
7 seek the judicial remedy of specific performance.

8 In the event TENANT hires a contractor to perform repairs,
9 LESSOR shall indemnify and hold the State, LESSEE and TENANT
10 harmless for any liability, costs and expenses, including
11 attorney fees that result from said repairs.

12 Any reimbursement due TENANT from LESSOR, shall be paid by
13 LESSOR within thirty (30) days after receipt of invoices from
14 TENANT. In the event LESSOR does not reimburse TENANT within
15 thirty (30) days after receipt of invoices from TENANT, TENANT
16 may deduct the amount due TENANT from the rental payment due
17 LESSOR.

18 **NINE. SMOKING AREA.** Pursuant to NRS 202.2491, it is
19 unlawful to smoke in public buildings. LESSOR shall furnish a
20 designated location outdoors which may be used for smoking. No
21 smoking shall be permitted at any entrance or exit to any public
22 building and shall be far enough away from any public building
23 entrance or exit so that no smoke will drift or travel into the
24 building or smelled by any person entering or exiting a
25 building. This location shall be safe and free from any

1 hazardous chemicals, materials or conditions. LESSOR shall also
2 post signs prohibiting smoking at all entrances to a building.

3 **TEN. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** At any time
4 during the Lease Term, alterations, additions, or improvements
5 in and to the Demised Premises may be made by LESSEE and TENANT
6 with the written approval of the LESSOR. TENANT must make
7 requisition upon LESSEE for any such alteration, addition or
8 improvement to the Demised Premises, unless the cost of the
9 alteration, addition or improvement is \$2,500.00 or less. (NRS
10 331.070(3)) Any such alteration, addition or improvement shall
11 be performed in a workmanlike manner, in accordance with all
12 applicable governmental regulations and requirements, and shall
13 not weaken or impair the structural strength or lessen the value
14 of the Demised Premises or building. If any alterations,
15 additions or improvements affect any systems (HVAC, fire
16 sprinklers, electrical, plumbing etc) in the building LESSEE and
17 TENANT agree that any repairs that need to be made will be at
18 their expense. All alterations, additions or improvements on or
19 in the Demised Premises at the commencement of the Lease Term,
20 and that may be erected or installed therein, shall become part
21 of the Demised Premises and the sole property of LESSOR, except
22 that all movable fixtures installed by LESSEE or TENANT shall be
23 and remain their property and shall not become the property of
24 LESSOR.

1 **ELEVEN. PAYMENT OF TAXES AND INSURANCE.** LESSOR, at his
2 sole cost and expense, agrees to maintain property insurance on
3 the building complex and improvements on the Demised Premises
4 insured at all times during the Term of this Lease. LESSOR will
5 pay all real property taxes or any other assessments on the
6 Demised Premises when due, including improvements thereon during
7 the Lease Term hereof or any renewal period. LESSOR is self-
8 insured for liability insurance.

9 The TENANT shall maintain in force at its sole cost and
10 expense, all risk property insurance coverage, including
11 sprinkler leakage (if the building is equipped with sprinklers),
12 in an amount equal to the replacement cost of TENANT'S trade
13 fixtures, furnishings, equipment, and contents upon the Demised
14 Premises.

15 The State of Nevada is self insured for both liability and
16 property insurance. All liability claims are handled in
17 accordance with Nevada Revised Statutes, Chapter 41. Regarding
18 property insurance, the State self insures the first Five
19 Hundred Thousand Dollars (\$500,000.00) of each loss. Claims
20 above that amount are commercially insured under an all risks
21 property insurance policy.

22 **TWELVE. INDEMNIFICATION.** To the extent of the liability
23 limitation set forth in NRS Chapter 41, the State/Tenant hereby
24 agrees to indemnify and hold harmless Lessor, its successor,
25 assigns, agents and employees from all claims, damages, losses

1 and expenses due to the Tenant's negligence arising out of or
2 resulting from the use and occupancy of the Demised Premises or
3 any accident in connection therewith, but only to the extent
4 caused in whole or in part by negligent acts or omissions of the
5 Tenant, its subtenants, employees or agents. The State shall
6 not be required to indemnify the Lessor, its successors,
7 assigns, agents and employees for any liability, claims,
8 damages, losses or expenses relating to or arising out of this
9 Lease to the extent caused by the acts, negligence or omission
10 of the Lessor, its successors, assigns, agents, and employees,
11 or anyone directly or indirectly employed by any of them or
12 anyone for whose acts any of them may be liable. Such
13 obligation shall not be construed to negate, abridge, or
14 otherwise reduce any other right or obligation of indemnity
15 which would otherwise exist as to any party or person described
16 in this paragraph.

17 **THIRTEEN. CHOICE OF LAW AND FORUM.** The validity,
18 construction, interpretation, and effect of this Lease shall be
19 governed by the laws of the State of Nevada. The Parties agree
20 any dispute and/or legal proceedings regarding this Lease are
21 subject to the sole jurisdiction of the State courts in the
22 State of Nevada.

23 **FOURTEEN. WAIVER OF SUBROGATION.** LESSOR and LESSEE or
24 TENANT hereby waive any rights each may have against the other
25 for loss or damage to its property or property in which it may

1 have an interest where such loss is caused by a peril of the
2 type generally covered by all risk property insurance with
3 extended coverage or arising from any cause which the claiming
4 party was obligated to insure against under this Lease, and each
5 party waives any right of subrogation regarding such property
6 damage or losses, that it might otherwise have against the other
7 party, any additional designated insured and any other tenant in
8 the building. The Parties agree to cause their respective
9 insurance companies insuring the Demised Premises or insuring
10 their property on or in the Demised Premises to execute a waiver
11 of any such rights of subrogation or, if so provided in the
12 insurance contract, to give notice to the insurance carrier or
13 carriers that the foregoing mutual waiver of subrogation is
14 contained in this Lease.

15 **FIFTEEN. BREACH OR DEFAULT.** In the event of any failure by
16 LESSOR, LESSEE, or TENANT to keep and comply with any of the
17 terms, covenants or provisions of this Lease or remedy any
18 breach thereof, the defaulting party shall have thirty (30) days
19 from the receipt of written notice of such default or breach
20 within which to remove or cure said default or breach, or in the
21 event the defaulting party is diligently pursuing the removal or
22 cure of such breach, a reasonable time shall be allowed beyond
23 the thirty (30) days. In the event of breach or default by
24 LESSEE or TENANT which is not removed or cured within the time
25 limits set forth above, LESSOR may in addition to any other

1 right of re-entry or possession and at LESSOR's sole option,
2 consider the Lease forfeited and terminated and may re-enter and
3 take possession of the Demised Premises, removing all persons
4 and property there from with prior notification to LESSEE so
5 that arrangements concerning the removal of property can be
6 made.

7 **SIXTEEN. ATTORNEY'S FEES.** In case suit shall be brought by
8 LESSOR or by LESSEE or TENANT for breach of any express
9 provision or condition of this lease, the prevailing party of
10 such action shall be entitled to reasonable attorney's fees, not
11 to exceed \$125.00 per hour, which shall be deemed to have
12 accrued on the commencement of the action and shall be paid on
13 the successful completion of that suit by LESSOR, LESSEE or
14 TENANT whichever the case may be.

15 **SEVENTEEN. HOLDOVER TENANCY.** If TENANT holds possession of
16 the Demised Premises after the expiration of this Lease or any
17 renewal thereof, this Lease shall become a month-to-month lease
18 on the terms herein specified. The monthly rent for each month
19 of the first three (3) months of the holdover period shall be in
20 an amount equal to the monthly rental immediately preceding the
21 Expiration Date. At the expiration of this three (3) month
22 period and throughout the balance of the holdover period
23 TENANT'S monthly rent shall increase by five percent (5%) over
24 the monthly rent last paid by TENANT prior to the Expiration
25 Date. Rent shall be due and payable monthly in advance on the

1 first day of each month, and LESSEE and TENANT shall continue to
2 be a month-to-month tenant until the tenancy is terminated by
3 any Party hereto by delivering written notice per Section
4 Twenty-One, NOTICES, of Intent to Terminate at least thirty (30)
5 calendar days prior to the date of termination, in which case
6 the termination period shall commence upon delivery of written
7 notification to terminate. In the event the termination period
8 begins on other than the first day of a month, the rent shall be
9 prorated on a per diem basis for the calendar months involved.

10 **EIGHTEEN. WAIVER.** The failure of LESSOR, LESSEE or TENANT
11 to insist upon strict performance of any of the covenants, terms
12 or provisions contained in this Lease, shall not be construed to
13 be a waiver or relinquishment of any such covenant, term or
14 provision or any other covenants, terms or provisions, but the
15 same shall remain in full force and effect.

16 **NINETEEN. OPTION TO RENEW.** LESSEE shall have the option to
17 renew this Lease for one (1) year at a monthly total of TWENTY
18 NINE THOUSAND SIX HUNDRED SEVENTY-SEVEN DOLLARS AND 05/100
19 (\$29,677.05), from May 1, 2012 through April 30, 2013, by giving
20 written notice of intention to renew at least ninety (90) days
21 prior to expiration of the Lease Term or any renewal period
22 hereunder. The exercise of the option shall, however, not be
23 effective nor binding on the LESSEE or TENANT unless and until
24 the same has been approved by the Nevada Board of Examiners.

1 **TWENTY. REMEDIES.** The remedies given to LESSOR, LESSEE
2 and/or TENANT shall be cumulative, and the exercise of any one
3 remedy shall not be to the exclusion of any other remedy.

4 **TWENTY-ONE. NOTICES.** All notices under this Lease shall be
5 in writing and delivered in person or sent by certified mail,
6 return receipt requested, to LESSOR or jointly to both LESSEE
7 and TENANT at their respective addresses set forth below or to
8 such other address as may hereafter be designated by either
9 party in writing:

10 **LESSOR**

11 City of Las Vegas
12 Department of Field Operations
13 Real Estate & Utilities
14 4th Floor, 400 Stewart Avenue
15 Las Vegas, Nevada 89101
16 Telephone: (702) 229-1022
17 Fax: (702) 464-2522

18 **LESSEE**

19 State of Nevada
20 Department of Administration
21 Division of Buildings and Grounds
22 406 East Second Street, Suite #1
23 Carson City, Nevada 89701-4758
24 Telephone: (775) 684-1800
25 Fax: (775) 684-1817

26 **TENANT:**

27 State of Nevada
28 Department of Health and Human Services
29 Division of Welfare and Supportive Services
30 1470 College Parkway
31 Carson City, Nevada 89706
32 Telephone: (775) 684-0652
33 Fax: (775) 684-0656

1 **TWENTY-TWO. SEVERABILITY.** If any term or provision of this
2 Lease or the application of it to any person or circumstance
3 shall to any extent determined in a legal proceedings to be
4 invalid and unenforceable, the remainder of this Lease (or the
5 application of such term or provision to persons or
6 circumstances other than those as to which it is invalid or
7 unenforceable) shall not be affected thereby, and each term and
8 provision of this Lease shall be valid and shall be enforced to
9 the extent permitted by law.

10 **TWENTY-THREE. AMENDMENT OR MODIFICATION.** This Lease
11 constitutes the entire agreement between the Parties and may
12 only be amended or modified with the mutual consent of the
13 Parties hereto, which amendment or modification must be in
14 writing, executed and dated by the Parties hereto and approved
15 by the Board of Examiners of the State of Nevada.

16 **TWENTY-FOUR. TENANT IMPROVEMENTS.** LESSOR AT LESSOR'S sole
17 cost and expense shall provide the tenant improvements detailed
18 below and shown on Exhibit(s) "A" attached hereto and
19 incorporated herein. Said tenant improvement exhibits shall be
20 initialed on all pages to show approval by LESSOR and TENANT.
21 All tenant improvements shall be deemed acceptable upon receipt
22 of all pertinent governmental approvals and inspection and
23 receipt of written approval from TENANT with copy to LESSEE.

24 24.1 LESSOR at LESSOR'S sole expense shall provide the
25 following Tenant Improvement's to the Demised Premises:

1 1) Install dedicated HVAC for the server room which will
2 include: a) install a 5 ton natural gas heat unit; b)
3 install a 14" Affinity Curb; c) install Concentric package
4 for Affinity with flush mount & flex duct; d) install an
5 outside air damper package; e) install electrical wiring
6 for new a/c unit.

7 2) Install conduit system & wiring for 3 new phone/data
8 outlets.

9 **TWENTY-FIVE. TENANT IMPROVEMENT CHANGE-ORDERS:** TENANT
10 agrees to pay for the additional costs arising from upgrades and
11 or changes made at TENANT'S request, to the approved Tenant
12 Improvements detailed above in Section Twenty-four, TENANT
13 IMPROVEMENTS. Any upgrades and or changes must be approved in
14 writing by LESSOR, TENANT and LESSEE prior to the upgrades or
15 changes being made. TENANT hereby agrees to reimburse LESSOR
16 for such approved costs within thirty (30) days after: a)
17 inspection and approval of the Improvement by TENANT; and b)
18 receipt and approval by LESSEE and TENANT of an invoice from
19 LESSOR detailing costs for the agreed upon upgrades and/or
20 changes.

21 **TWENTY-SIX. ALTERATIONS TO THE DEMISED PREMISES:**
22 Subsequent to the completion of the initial tenant improvements,
23 if any, and the commencement of the Lease term or any extension
24 thereof, TENANT shall have the right, at TENANT'S cost, to have
25 LESSOR contract to make necessary alterations and changes to the

1 Demised Premises in an amount up to Five Thousand Dollars
2 (\$5,000.00) per biennium, subject to the prior written approval
3 of both LESSOR and LESSEE. LESSOR shall cause such alterations
4 and/or changes to be completed in a first class manner and in
5 accordance with all applicable codes and regulations. All
6 alterations and/or changes shall become the property of LESSOR
7 and LESSOR, at LESSOR'S cost, shall be responsible for the
8 servicing and maintenance of said alterations and changes.

9 **TWENTY-SEVEN. PRIOR TERMINATION.** This Lease may be
10 terminated prior to the terms set forth herein above if for any
11 reason, the purpose of this agreement is substantially impaired
12 or obstructed by any event, occurrence or circumstance outside
13 the control of LESSOR, LESSEE, or TENANT, including any
14 governmental condemnation, without prejudice or penalty to any
15 party hereto and without such event, occurrence or circumstance
16 being defined, and interpreted or construed as breach or default
17 on the part of any party.

18 **TWENTY-EIGHT. ASSIGNMENT OR SUBLEASE.** Upon prior written
19 notice to and the prior approval in writing of LESSOR, this
20 Lease may be assigned or subleased to any individual or entity,
21 for which assignment or sublease LESSOR will not unreasonably
22 withhold consent; it being understood by the Parties hereto that
23 a change in tenants from one state agency to another shall not
24 constitute an assignment or subletting.

1 **TWENTY-NINE. SUCCESSORS.** Except as otherwise specifically
2 provided, the terms, covenants, and conditions contained in this
3 Lease shall apply to and bind the heirs, successors, executors,
4 administrators, and permitted assignees of the Parties to this
5 Lease.

6 **THIRTY. CAPTION AND SECTION NUMBERS.** The captions and
7 section numbers appearing herein are inserted only as a matter
8 of convenience and are not intended to define, limit, construe
9 or describe to scope or intent of any section or paragraph.

10 **THIRTY-ONE. PRIOR APPROVAL OF THE BOARD OF EXAMINERS.** This
11 Lease is contingent upon prior approval by the Nevada Board of
12 Examiners and is not binding upon the Parties hereto or
13 effective until such approval.

14 **THIRTY-TWO. COUNTERPARTS.** This Lease may be executed in
15 one or more counterparts, each of which will be deemed an
16 original and all of which together will constitute one and the
17 same instrument.

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IN WITNESS WHEREOF, the Parties hereto have executed this Lease
as of the day and year first above written.

LESSOR

CITY OF LAS VEGAS

By

Oscar B. Goodman, Mayor

Date

ATTEST:

Approved as to form

John S. Ridilla 3/3/10

John S. Ridilla
Deputy City Attorney

Date

By

Printed Name

Title City Clerk, VICKY SKELBORN, CMC
ACTING

Date

Reviewed as to form and
compliance with law only:

Catherine Cortez Masto
Nevada Attorney General

By

Cameron Vandenberg
Deputy Attorney General

Date

Approved by:

BOARD OF EXAMINERS

By

Andrew K. Clinger, Clerk

Date

LESSEE

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
DIVISION OF BUILDINGS &
GROUNDS

By

Cindy Edwards, Administrator

Date

TENANT

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

By

Michael J. Willden, Director

Date

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN
SERVICES
DIVISION OF WELFARE AND
SUPPORTIVE SERVICES

By

Romaine Gilliland
Administrator

Date

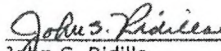
IN WITNESS WHEREOF, the Parties hereto have executed this Lease
as of the day and year first above written.

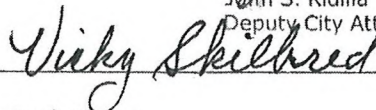
LESSOR

CITY OF LAS VEGAS

By 
Oscar B. Goodman, Mayor

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Approved as to form

ATTEST:  3/3/10
John S. Ridilla Date
Deputy City Attorney

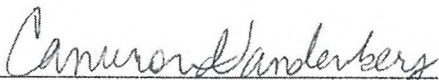
By 

Printed Name _____
Title City Clerk, Vicki Skelbred, CMC
ACTING

Date _____

**Reviewed as to form and
compliance with law only:**

Catherine Cortez Masto
Nevada Attorney General

By 
Cameron Vandenberg
Deputy Attorney General

Date 1/29/10

Approved by:

BOARD OF EXAMINERS

By _____
Andrew K. Clinger, Clerk

Date _____

LESSEE

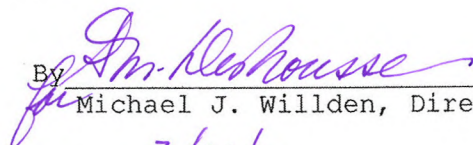
STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
DIVISION OF BUILDINGS &
GROUNDS

By _____
Cindy Edwards, Administrator

Date _____

TENANT

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

By 
for Michael J. Willden, Director

Date 3/19/10

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN
SERVICES
DIVISION OF WELFARE AND
SUPPORTIVE SERVICES

By 
Romaine Gilliland
Administrator

Date 3/19/2010

JANITORIAL REQUIREMENTS AND SPECIFICATIONS**1. GENERAL TERMS AND CONDITIONS**

- 1.1 Requirement of Janitorial vendor.** Janitorial vendor must be insured and licensed to do business in the State of Nevada.
- 1.2 Use of State Equipment and/or State Employee's Personal Property.** The Janitorial vendor and his/her employees are strictly prohibited from using State equipment and/or a State's employee's personal property for any reason. This includes, but is not limited to, televisions, video cassette recorders, radios, tape recorders, copy machines, typewriters and computers.
- 1.3 Use of State Telephones.** The use of telephones in any building will be allowed only in case of an emergency or to call the Alarm Company for the purpose of alarm in's and out's. If an employee of the Janitorial vendor uses a phone to make any personal calls the Janitorial vendor will be financially responsible and the employee may be prohibited from entering the Premises.

2. SECURITY REQUIREMENTS.

- 2.1 Authorized Personnel.** Janitorial vendor's employees or agents are expected to be fully trained, competent individuals. Janitorial vendor or Janitorial vendor's employees or agents are strictly prohibited from bringing children, friends, relatives, or any other person into the Premises who is not an authorized employee of Janitorial vendor assigned to work in the Premises.
- 2.2 Background Check.** All employees or agents of Janitorial vendor that will be working in Demised Premises are required to have a local law enforcement background check completed. Prior to entering the Demised Premises to work, all Janitorial vendor employees must obtain and wear an Identification Card with the Janitorial vendor's name, and the employee's name and picture.
- 2.3 List of Janitorial vendor's Employees.** Janitorial vendor shall furnish the Landlord with a list of all proposed employees. Janitorial vendor shall ensure that all background checks shall have been made and the results submitted to the Property Manager at least seven (7) days prior to an employee starting work in the buildings.
- 2.4 Change in Janitorial vendor's Employees.** In the event it is necessary for Janitorial vendor to replace or substitute an employee, either on a temporary or permanent basis, Janitorial vendor shall notify the Property Manager prior to the change and shall also insure that the required background checks have been completed and the results provided to the Property Manager. Janitorial vendor employees must obtain and wear an Identification Card with the Janitorial vendor's name, and the employee's name and picture.
- 2.5 All Exterior Doors.** During the hours of 6:00 p.m. to 6:00 a.m., all exterior doors are to be kept locked at all times and Janitorial vendor's employees are strictly prohibited from opening exterior doors for anyone. It being understood that any person authorized to enter the building(s) after normal working hours have been provided a key. An exterior door is never to be propped open for the convenience of running to the dumpster, or taking care of any outside projects associated with this contract. The only exception to this rule would be if the threshold on an exterior door way is being cleaned and Janitorial vendor's employees remain present until the exterior door is closed and locked. The Janitorial vendor's supervisor will be responsible for ensuring all exterior doors have been secured when work is completed.
- 2.6 All Interior Doors.** During the hours of 6:00 p.m. to 6:00 a.m. all interior doors that have locks are to be locked and unnecessary lighting is to be turned off after completion of the work in an immediate area. An area is not to be left unsecured at any time. The Janitorial vendor's supervisor will be responsible for ensuring all interior door have been secured when work is completed.

2.7 Building Keys, Alarm Code and Proximity Card Care. The Janitorial vendor shall be fully responsible for the protection of all keys, proximity cards, and alarm codes furnished to Janitorial vendor. The Janitorial vendor shall notify the Property Manager in writing when any of Janitorial vendor's employees resigns, is terminated or is moved to another facility. Should the key(s) or proximity cards allotted to Janitorial vendor become lost or stolen, or if the corresponding locks have to be re-keyed, the Property Manager may reissue keys, proximity cards, locks and alarm codes at Janitorial vendor's expense.

3. PROJECT SPECIFICATIONS.

3.1 Hours of Service. All normal, routine service, inspection work and cleaning of building is to be completed five (5) days per week, **Sunday through Thursday, between the hours of 6:00 p.m. to 6:00 a.m., except for emergency call back services.**

3.2 Required Notice to Tenant for Special Projects. The Property Manager shall notify Tenant in writing, three (3) business days prior to any quarterly, semi-annual or annual project being started. This includes floor stripping and waxing, sealing of tile, carpet cleaning, light diffuser cleaning and window washing.

4. DAILY CLEANING SPECIFICATIONS.

GENERAL OFFICE AND PUBLIC AREAS. *NOTE: Computer keyboards and monitors, typewriters and calculators are not to be cleaned in any manner by the Vendor's employees. The users of this equipment will be responsible for their cleaning. Also, desks and work surfaces are that are not cleaned-off shall not be cleaned.

A. OFFICES AND PUBLIC AREAS

- 4.1 Trash from Wastebaskets/Trash Receptacles** and other waste material labeled as trash must be removed from the building. All trash is to be put in large plastic trash bags. These bags will be sealed and disposed of in the large green dumpsters provided. Recycle paper in white boxes/bins throughout the building are to be put into the white recycle dumpsters, where available, on the complex. Trash receptacles shall always have plastic liners in them and are to be cleaned whenever there has been a liquid spill in the receptacle or if the liner has slipped and food or other particles are on the wastebasket. Plastic liners are to be replaced at least once a week or daily if organic matter or stench is present.
- 4.2 Thoroughly Vacuum all Exposed Carpeted Areas.** This will include all offices, public areas, and traffic areas including all corridors and paths ways within office areas. All throw rugs are to be vacuumed nightly also. The only vacuum that will be acceptable in any State building will be a vacuum equipped with a HEPA filtration system that meets all State and Federal legal requirements. All vacuums must have a minimum of a 12 Amp motor and be equipped with a brush with a minimum rpm of 1,000 to 1,200 for effective cleaning. All back packs that will be used to clean the modular furniture must also have a HEPA filtration system in them and all equipment will be subject to inspection and approval by the Lessor/Property Manager prior to contract award.
- 4.3 All Carpet Areas are to be Spot Cleaned Daily.** During normal service hours, Vendor shall use its best efforts to remove stains from carpets, throw rugs and other flooring material. The following process will take place anytime a carpet gets a stain of any type. The affected area will be vacuumed and a spot cleaner applied to remove the stain. If this does not eliminate the stain the Vendor shall notify the Lessor/Property Manager the very next business day Monday through Friday 7:00 a.m. to 5:00 p.m.
- 4.4 Carpet Care/Staple/Paper Clip Removal.** All carpet areas must have any/all staples and/or paper clip removed on daily basis. At no time is there be an accumulation of staples in any carpet area. All gum and other foreign matters that are in the carpet will also be removed on a daily basis. If a foreign substance will not come out, the Lessor/Property Manager is to be notified immediately the next business day, Monday

through Friday 7:00 a.m. through 5:00 p.m.

- 4.5 Daily Dusting.** It being understood that the following requirements cannot be completed daily throughout the entire building, however, Vendor shall schedule daily work so that the requirements of this Section 5.1. (6), are completed though-out the entire building each week Dust and remove finger prints from all exposed furniture tops and sides, including but not limited to, desks, chairs, tables, lamps, doors, filing cabinets, shelving, window sills, pictures, door frames, ledges, modular furniture, soda machines, candy machines, appliances, paper shredders and partial partitions. This task will be accomplished in a manner that does not disturb any of the objects that are the surface.
- 4.5 Daily Dusting. (Continued)** The only exception will be if a desk or table has a note asking that the surface not be cleaned. A complete cleaning and polishing of these surfaces will be done any time the surface is clear of all objects. Walls and doors are to be kept clean and free from spots and hand prints. The kick plates at the bottom of any door also will be cleaned daily. *NOTE! It is to be understood that custodians are never to wedge a door open in the jamb/hinge area.* The Vendor will be responsible for the cost for repairing the damaged doors due to this practice. All doorways and/or entrances will be manually swept thoroughly everyday.
- 4.6 Hard Floor Care.** Dust mop and spot damp mop with cool, clean, water all tile, ceramic, stone, resilient, linoleum or other compound tile floor daily. Upon completion of daily routine work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum will present a uniform wet look appearance when dry. Brick floors will be swept and spot mopped. Hardwood floors will be dust mopped with an untreated mop head only
- 4.7 Clean, Sanitize and Polish Drinking Fountains.** Clean, polish and sanitize drinking fountains to present a finish with no streaks, smudges and watermarks. Drinking fountains are to be polished with a stainless steel polish.
- 4.8 Customer Service Counters.** Clean all customer service counters daily with a damp cloth or sponge using a disinfectant. After washing the counters they are to be dried to insure that the counters are not sticky or streaked from the cleaner used.
- 4.9 Clean Entryways and Glass in Entryway Doors.** Entry glass is to be cleaned inside and outside daily utilizing a chemical to minimize fingerprints. Entry doors are to be considered all doors that lead in or out of a building and the windows that in compass the entry, whether it be just one or a hall way that is considered the entry corridor this is to height of not to exceed twelve feet.
- 4.10 Cigarette Ash-trays and Sand Urns in Smoking Areas.** All cigarette butts, matches, bits of paper etc. are to be removed daily and sand added as needed to maintain a full level. On the last day of each month Vendor shall dispose of the old sand and refill the container with new sand. The sand will be provided by the Vendor.
- 4.11 Copy Room Care.** All copy rooms are to be vacuumed thoroughly and/or the resilient tile floors are to be dust mopped then spot damp mopped nightly, leaving no streaks. This includes around and under the copy/shredding machine.
- 4.12 Rubberized Mat/Carpets Care.** Vacuum with the HEPA vacuum all rubberized/carpet mats. If mats are stained or have a dirty appearance after vacuuming, the Lessor/Property Manager is to be notified the next business day.
- 4.13 Interior Stairwells.** All stairwells are to be dust mopped or swept nightly and the hand rails are to be wiped with a neutral cleaner nightly. If a spill of any kind is found in a stairwell it is to be cleaned-up immediately. All trash and debris are to be removed nightly. Vendor is to notify the Lessor/Property Manager of any problems in the stairwells by 8:30 a.m. the next business day.

4.14 Vending Room/Area and Machines. All vending machines throughout the buildings are to be kept clean on the exterior of the machine. The surfaces of the machines will be cleaned with a disinfectant. The surfaces should never show streaks or smudges. The tops of all machines are to be dusted nightly and are to never have any trash, paper and/or dust left visible on them

4.15 Elevators. Elevators shall be wiped down daily with a general cleaner/disinfectant to remove all marks, finger prints, etc. The surfaces should never show streaks or smudges. The elevator door tracks shall be kept clean and free of debris. NOTE! If the elevator company has to come out because of a dirty track, the vendor will be charged after the first offense.

B. RESTROOMS, LOCKER ROOMS AND SHOWER ROOMS.

RESTROOMS, LOCKER ROOMS, AND SHOWER ROOMS. Cleaning of all restrooms, locker rooms and shower rooms are a high priority and are to be cleaned and serviced on a daily basis. All fixtures, floors, walls and stall dividers are to be "cleaned" with an approved cleaner/disinfectant that will not harm finishes and shall dry completely streak-free and stain free nightly. Stock piling of refill supplies in the areas of these dispensers is not permitted. *The term "CLEAN" as defined here will be construed to mean that no film, odor, stain, dust, lint, or spot can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixture within these restrooms, locker rooms and shower rooms.*

4.16 Soap Dispenser Care. Refill soap dispensers to maximum capacity every night. The chrome is to be polished and is to be streak free. Broken soap dispensers are to be reported to the Lessor/Property Manager or replaced the very next business day.

4.17 Trash Receptacle/Waste-Can Care. Empty trash containers, polish stainless steel, wipe out inside and replace the liner nightly. The containers are never to be streaky or smudged.

4.18 Mirror and Glass Care. Wash all mirror surfaces with glass cleaner. At no time are mirrors to be left streaky or with smudges on them. The stainless around the mirror will be dusted nightly and polished where applicable.

4.19 Ceramic Tile Walls and all Partition Care. All partitions and ceramic tile walls are to be wiped down nightly with a disinfectant and left with a streak free appearance.

4.20 Clean, Polish and Sanitize Toilets. All porcelain and toilet seats are to be cleaned with a disinfectant, thoroughly and streak free.

4.21 Clean, Polish and Sanitize Urinals. All porcelain is to be cleaned with a disinfectant, thoroughly and streak free, inside and outside, top and bottom side. All stainless steel, where applicable, is to be polished. Urinals are to have a rubberized pad without a disinfectant block. These pads will be lifted out nightly, by the vendor's staff, cleaned under and then replaced. NOTE! The drain pads are to be replaced on the first of every month. Pads must be dated on the down side with a permanent ink pen when they are placed.

4.22 Toilet Paper Dispenser Cleaning/Re-Filling. All toilet paper dispensers are to be checked and refilled daily. If at the end of the day, a roll of toilet paper is 1/3 one third or less it is to be replaced and the partial roll left next to the dispenser. The dispensers are to be cleaned with a disinfectant and streak free. All stainless steel, where applicable, is to be polished. All Note! The only paper that will be considered acceptable will be a quality white 2-ply.

4.23 Paper Towel Dispenser Cleaning/Re-Filling. Paper towel dispensers are to be checked and refilled to maximum nightly. The dispensers are to be cleaned with a disinfectant and streak free. All stainless steel, where applicable, is to be polished. *The only paper that will be considered acceptable will be a, single, bi-fold and/or multi-fold, paper towel, that is compatible with the dispenser. The paper product must contain no*

dyes in the paper.

4.24 Sanitary Napkin Depositories, Cleaning and Lining/Bagging. In the ladies rest rooms all sanitary napkin depositories are to be checked and emptied nightly. The units are to be wiped outside and inside with a disinfectant cleaning solution and streak free. If bags are used, they are to be replaced. *Note! The only bag that will be acceptable will be a quality brown wax paper coated bag.*

NOTE! Toilets and urinals will be checked randomly with a black light to expose areas that have not been cleaned properly with a disinfectant. This check will be randomly done during inspections and improperly cleaned toilets and urinals can cause a failure of the inspection.

4.25 Graffiti Removal on all Surfaces. Remove all graffiti from all surfaces. Vendor may consult with any specialist and/or the Lessor/Property Manager in completing the removal of graffiti. The Vendor must notify the Lessor/Property Manager, in writing, of any unsightly mark or graffiti that cannot be cleaned off the wall, partition and mirrors, within twenty-four (24) hours of finding the problem.

4.26 Floor drains are to be flushed with an approved disinfectant type solution.

C. EMPLOYEES LOUNGE AND BREAK ROOM:

FOOD AREAS. Cleaning of all lunchrooms (excluding appliances, dishes, and utensils) and break-rooms are a high priority and are to be cleaned with approved cleaners and disinfectants that will not harm finishes. All floors, tables, cabinets, counters, and windows are to be cleaned according to cleaning instructions included in the daily, weekly, monthly, and quarterly detailed instructions.

5. WEEKLY PROCEDURES:

A. OFFICES AND PUBLIC AREAS

5.1 Weekly Vacuuming. In addition to the daily specifications above, one time per week, all carpet edges, accessible carpet beneath furniture and carpet beneath light, movable furniture shall be thoroughly vacuumed. The 'carpet edge' is defined as the area from the cove to one and a half inches away from the wall. This will be accomplished with a vacuum with a hose attachment or a back-pack vacuum. It is to be understood that the only area that the back pack vacuum will be considered permissible in any State building will be in very tight corners, along the edges of any carpet area, when vacuuming the modular furniture, when cleaning blinds and under equipment.

5.2 Weekly Cleaning. Spot clean to remove all spots and marks from walls, around light switches, door knobs, and door jams. All HVAC supply and return air vents are to be kept clean and free of dust, webs, and build-up that is visible. If necessary, the process will include, but is not limited to, removing and washing the registers to insure the required clean look. All surrounding areas of all wall and ceiling vents will be cleaned of any/all dust and/or residual discoloration. Janitorial sinks are to be cleaned with a disinfectant solution inside and outside. All floor drains are to be flushed out with a disinfectant solution. All stairwells in the building are to be dust mopped then wet mopped. The stairs are to be left clean with no film or streaky finish from the cleaning solution.

5.3 Weekly Hard Floor Care. Vinyl Composition Tile (VCT), Linoleum.

Step 1. All floors shall be dust mopped.

Step 2. Damp mop using cool, clean, water with a neutral cleaner.

Step 3. Spray buff using a high-speed floor machine to achieve a wet-look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add a coat of the floor finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present.

Step 4. Dust mop again to pick up any particles left from burnishing. Upon completion of weekly routine work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum will present a uniform wet look appearance when dry. There should not be a visible

build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

5.4 Floors will be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors will be left in a clean, orderly and safe condition. Floor finish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

- **Sealed concrete:** Dust mop and wet mop until no streaks are visible
- **Hardwood Floors:** Shall be vacuumed using a hard floor attachment to remove dirt and debris from cracks. Then shall be damp mopped, not wet mopped using 2 ounces per gallon of Pacific Cleaner.
- **Polished marble or Granite:** Mop with neutral ph cleaner specifically for stone and buff with white pad.
- **Terrazo:** Mop using water based terrazzo cleaner.
- **Brick and Tile:** Auto scrub using a nylon grit brush.

5.5 Rubberized Mat/Carpets Care. Vacuum with the HEPA vacuum all rubberized/carpet mats. If mats are stained or have a dirty appearance after vacuuming, the Lessor/Property Manager is to be notified the next business day.

5.6 Stairwell Interior and Exterior. All stair wells are to be dust mopped then wet mopped with an appropriate cleaning solution. All hand rails are to be cleaned with an appropriate cleaner. The stairwells are to be left free of any film or streaky finish from the cleaning solution used. If a spill of any kind is found in a stairwell it is to be cleaned-up immediately. All trash and debris are to be removed nightly. Vendor is to notify the Lessor/Property Manager of any problems in the stairwells by 8:30 a.m. the next business day.

6. MONTHLY CLEANING SPECIFICATIONS.

6.1 Monthly Hard Floor Care. Vinyl Composition Tile (VCT), Linoleum.

Step 1. All floors shall be dust mopped.

Step 2. Damp mop using cool, clean, water with a neutral cleaner.

Step 3. Deep scrub floor using a floor machine and blue pad to remove soil, scuffs and black marks.

Step 4. (a) Re-coat VCT and linoleum floors with two coats of non-slip wax.

6.2 Burnish all floors using a high-speed floor machine to achieve a wet- look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add an additional coat of the appropriate finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present

Upon completion of the monthly routine work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum present a uniform wet look appearance when dry. There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

Floors will be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors will be left in a clean, orderly and safe condition. Floor finish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

6.3 Monthly Hard Floor care for Tile floors (ceramic, Terra cotta, slate etc.) if already treated, re-coat with appropriate finish acceptable to the Lessor/Property Manager.

6.4 Doors: Wood, Metal, Glass and/or Plastic Care. All interior and exterior doors shall be cleaned. The

doors are not to show any residual streaks or marks. All thresholds and door trim is to be cleaned as well. There is to be no build-up of wax, or dirt on the thresholds at any time.

7. QUARTERLY PROCEDURES:

7.1 Upholstered Surface Care. Vacuum with a HEPA vacuum all upholstered surfaces including but not limited to, modular furniture with cloth walls, chairs, couches, benches, ottoman, etc.

7.2 Quarterly Hard Floor Care. Vinyl Composition Tile (VCT), Linoleum.

Step 1. Strip floors of old wax and floor finish by going over the floor completely several times using a floor machine equipped with a stripping pad.

Step 2. Apply two coats of sealer to all VCT and Linoleum floors allowing each coat to dry before applying the next coat of sealer.

Step 3. (a) Re-coat Tile (lobby floors) with appropriate floor finish acceptable to the Lessor/Property Manager.

(b) Re-coat VCT and linoleum floors with three coats of non-slip wax.

Step 4. Burnish using a high-speed floor machine to achieve a wet-look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add a coat of the appropriate finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present.

Upon completion of the quarterly work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum present a uniform wet look appearance when dry. There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

Floors will be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors will be left in a clean, orderly and safe condition. Floor finish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type. Note: QUARTERLY HARD FLOOR CARE CLEANING TO BE PRICED SEPARATELY PER FLOOR AND INVOICED SEPARATELY.

8. SEMI-ANNUAL PROCEDURES:

8.1 Windows. All interior and exterior windows of the building shall be cleaned twice (2) times per year.

The cleaning shall be scheduled in the Fall and Spring. Clean windows will be defined as follows. There are to be no; streaks, smudges, water spots, finger prints, dirt/mud or other foreign matter on the surface of any glass upon completion of this service. Any ground level windows or glass less than twelve (12') feet in height may be cleaned by the Janitorial contractor. Any windows or glass higher than twelve (12) feet above ground level will require a licensed Window Cleaning sub-contractor. The Vendor will be responsible for arranging the Window Cleaning Contract as well as the cost of the window cleaning contract. Note: WINDOW CLEANING TO BE PRICED SEPARATELY PER FLOOR AND INVOICED SEPARATELY.

8.2 Carpet Cleaning. All carpet shall be cleaned two (2) times annually. Cleaning must be scheduled and approved in writing by the Lessor/Property Manager prior to work being done. Work will be inspected and approved after completion. All carpet areas are first to be vacuumed with a HEPA vacuum thoroughly and then steam cleaned. Carpets will be cleaned using a licensed and bonded carpet cleaning company. The only cleaning method that will be acceptable will be by a truck mounted system, utilizing STEAM/ HOT/WATER EXTRACTION. Any other system or method must have prior approval of the Lessor/Property Manager. Proper cleaning will result in carpets free from all types of soil, dry dirt, water soluble soils, and petroleum-soluble soils. All carpet will be uniform in appearance when dry and vacuumed.

Shampoo all carpeting throughout the building including corridors, lobby area entrances, meeting rooms and offices. Work will commence no later than 30 days after the scheduling and coordination through the Lessor/Property Manager representative using an approved carpet cleaning vendor verified

as acceptable in writing by the Buildings and Grounds representative. Minimum requirements for carpet cleaning company is five (5) years service. Note: CARPET CLEANING TO BE PRICED SEPARATELY PER FLOOR AND INVOICED SEPARATELY.

8.3 Base Cove and Wainscot Care. Wipe down/clean all base-cove wainscot throughout the building. The cleaner used should leave a desirable luster. Vendor to consult with the Lessor/Property Manager on the proper cleaner to use.

8.4 Light Fixtures and Diffusers. Clean all light fixtures and diffusers inside and outside throughout the building

9. ANNUAL PROCEDURES:

9.1 Window Blinds. All window blinds will be cleaned using a HEPA vacuum with a blind cleaning attachment. All blinds will be cleaned every June; Lessor/Property Manager is to be notified upon completion.